

**Forms and Agreements 3: Level 1
Interconnection Agreement**

This Agreement is made and entered into this ____ day of ____, 20__ by and _____, ("Interconnection Customer,") located at _____, _____, Maine, and Central Maine Power Company, a Maine corporation having its office and principal place of business in Augusta, Kennebec County, Maine, existing under the laws of the State of Maine, ("T & D Utility"). Interconnection Customer and T & D Utility each may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, Interconnection Customer is proposing to develop a Small Generator Facility, or generating capacity addition to an existing Small Generator Facility, consistent with the Interconnection Request completed by Interconnection Customer on _____, 20__; and

Whereas, Interconnection Customer desires to interconnect the Small Generator Facility with T & D Utility's Electric Distribution System.

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1.0 Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all approved Level 1 Interconnection Requests according to the procedures set forth in the Standard Small Generator Interconnection Rule.
- 1.2 This Agreement governs the terms and conditions under which the Small Generator Facility will interconnect to, and operate in Parallel with, T & D Utility's Electric Distribution System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between T & D Utility and the Interconnection Customer. However, in the event that the provisions of this agreement are in conflict with the provisions of the T & D Utility tariff, the T & D Utility tariff shall control.

2.0 Construction of the Facility

The Customer may proceed to construct (including operational testing not to exceed two hours) the Generating Facility when the T & D Utility approves the Application and executes this Interconnection Agreement.

3.0 Interconnection and Operation

The Customer may operate Generating Facility and interconnect with the Company's electric system once all of the following have occurred:

- 3.1 Upon completing construction, the Customer will cause the Generating Facility to be inspected or otherwise approved by the appropriate local electrical wiring inspector with jurisdiction, and
- 3.2 The Customer returns the Certificate of Completion (or other evidence of local code official approval) to the Company, and
- 3.3 The Company has either:
 - 3.3.1 Witnessed the satisfactory Commissioning. All witnessing and inspections must be conducted by the Company, at its own expense, and returned the Certificate of Completion (or other evidence of local code official approval), or
 - 3.3.2 If the Company does not schedule an inspection of the Small Generating Facility, the witness test is deemed waived (unless the Parties agree otherwise); or
 - 3.3.3 The Company waives the right to inspect the Small Generating Facility.
- 3.4 The Company has the right to disconnect the Small Generating Facility in the event of improper installation.

4.0 Safe Operations and Maintenance

The Customer shall be fully responsible to operate, maintain, and repair the Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

5.0 Access

The Company shall have access to the metering equipment of the Generating Facility at all times. The Company shall provide reasonable notice to the Customer when possible prior to using its right of access.

6.0 Disconnection

The Company may temporarily disconnect the Generating Facility upon the following conditions:

- 6.1 For scheduled outages upon reasonable notice.
- 6.2 For unscheduled outages or emergency conditions.
- 6.3 If the Generating Facility does not operate in the manner consistent with these Terms and Conditions.

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- 6.4 The Company shall inform the Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

7.0 Indemnification

The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third Parties, arising out of or resulting from the indemnified Party's action or inactions of its obligations under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

8.0 Insurance

The Customer is not required to provide general liability insurance coverage as part of this Agreement, or any other Company requirement.

9.0 Limitation of Liability

Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under paragraph 6.0.

10.0 Effective Date, Term, and Termination

10.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

10.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect perpetually, unless terminated earlier in accordance with the provisions of Section 10.1 of this Agreement.

10.3 Termination

The agreement to operate in parallel may be terminated under the following conditions:

10.3.1 By the Customer

By providing written notice to the Company.

10.3.2 By the Company

If the Generating Facility fails to operate for any consecutive 12 month period or the Customer fails to remedy a violation of these

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Terms and Conditions.

10.3.3 Permanent Disconnection

In the event this Agreement is terminated, the Company shall have the right to disconnect its facilities or direct the Customer to disconnect its Small Generating Facility.

10.4 Survival Rights

This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

11.0 Notices

Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

Company Name: Central Maine Power Company

Address: 83 Edison Drive

City: Augusta, ME 04336

Phone: 207-621-3521

FAX: 207-621-6553

Customer Name: _____

Address: _____

City: _____

Phone: _____

FAX: _____

12.0 Assignment/Transfer of Ownership of the Facility

This Agreement shall survive the transfer of ownership of the Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.

13.0 Signatures

In witness whereof, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For (Utility Name): Central Maine Power Company

Name: _____ Date: _____

Title: _____

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For the Interconnection Customer: _____

Name: _____ Date: _____

Title: _____