

# **Borough of Chambersburg, PA**



**Net Metering Interconnection  
Application/Agreement for Qualifying  
Renewable Energy Generation (Certified  
Inverter-Based Units of 10 Kilowatts or Less)**

**July 27, 2011**

**Net Metering  
Interconnection Application/Agreement  
Qualifying Renewable Energy Generator  
(Certified Inverter-Based Units of 10 Kilowatts or Less)**

The Borough of Chambersburg electric customer ("Applicant") makes application to Borough of Chambersburg to install and operate a Qualifying Renewable Energy Generation Facility ("QREG Facility") of 10 kilowatts or less using inverter technology interconnected with the Borough electric system.

**Prerequisite - The Applicant must be in compliance with the Borough's retail electric tariff, rules and regulations, the applicable tariff classification and rates, and all other Borough ordinances.**

**Applicant should retain a copy of this Application/Agreement for its records.**

**Section 1 - Applicant Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Customer Account Number: \_\_\_\_\_ Estimated In-Service Date: \_\_\_\_\_

**Note: If facility is to be newly constructed, the account number will be added by the Borough when the account is created by the Borough for the facility.**

Facility Location (if different from above): \_\_\_\_\_

Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_ Email Address: \_\_\_\_\_

**Section 2 – Electric Service**

Will this installation be for a residence or a business? Residence  Business

**Section 3 - Generator Qualifications**

Is QREG powered from a renewable energy source? Yes  No

Type of Qualifying Renewable Energy Source (if applicable): Solar  Wind  Other

If Other, Please Describe: \_\_\_\_\_

If Wind, Maximum Height: \_\_\_\_\_

QREG Manufacturer, Model Name & Number: \_\_\_\_\_

Output Power Rating in kW<sub>DC</sub>: \_\_\_\_\_ Nominal DC Voltage in V<sub>DC</sub>: \_\_\_\_\_ Number of Units to be Installed: \_\_\_\_\_

Inverter Manufacturer, Model Name & Number: \_\_\_\_\_

Output Rating in kW<sub>AC</sub>: \_\_\_\_\_ Current Rating in Amps<sub>AC</sub>: \_\_\_\_\_ Voltage Rating in V<sub>AC</sub>: \_\_\_\_\_ Power Factor %: \_\_\_\_\_

Frequency in Hz: \_\_\_\_\_ Harmonic Distortion Rating in Hz: \_\_\_\_\_ Number of Inverters to be Installed: \_\_\_\_\_

Maximum Installed System Output Power Rating in kW<sub>AC</sub>: \_\_\_\_\_

Single Line Diagram (Required) attached? Yes

Site Plan (Required) attached? Yes

Will the QREG Facility include Battery Storage? Yes  No

If “no”, the Customer may not install battery storage at any time without prior written approval by the Borough.

If “yes” the installed battery storage must comply with the National Electric Code, the Borough’s “*Technical Requirements Covering Renewable Inverter-Based Customer Generators of 10 Kilowatts or Less and Interconnected with the Borough of Chambersburg Electric System*” (“Technical Requirements”), and any applicable Borough requirements.

Battery Storage Manufacturer, Model Name & Number: \_\_\_\_\_

Battery Type: \_\_\_\_\_ Battery Storage Capacity: \_\_\_\_\_ Number of Batteries: \_\_\_\_\_

Customer Owned Generation Disconnect Switch(s)/Isolation Device(s)

Per the “*Net Metering Rider for Renewable Inverter-Based Customer Generators of 10 Kilowatts or Less*,” a QREG Facility must install isolation device(s) whether AC or DC as described in Section 8e **below**. The customer is obligated to maintain the QREG Facility and Customer Owned Generation Disconnect Switch(s) in compliance with the National Electric Code, IEEE 1547 and UL 1741(or subsequent approved revisions thereof) at all times during which the QREG Facility is interconnected with the Borough’s electric system. Failure to maintain the QREG Facility and Customer Owned Generation Disconnect Switch(s) in such condition shall be grounds for disconnection of the QREG Facility and termination of this Application/Agreement.

Warning Labels

Per the “*Net Metering Rider for Renewable Inverter-Based Customer Generators of 10 Kilowatts or Less*,” a QREG Facility must prominently display the Borough-installed Warning Labels on the meter base(s) and isolation device(s). The Warning Labels are intended to protect the safety of Borough personnel, emergency personnel, and others who might be working at the facility by notifying them of the fact that electricity is being generated on the customer’s premises. The customer shall not connect or cause the QREG Facility to be connected to the Borough’s electric system until it has received all Borough approvals. A subsequent determination that the Warning Labels have been removed or are otherwise absent shall be grounds for disconnection of the QREG Facility and termination of this Application/Agreement.

**Section 4 - Generator/Equipment Certification**

All QREG Facilities must be compliant with the current National Electric Code. In addition, generating systems that utilize inverter technology must be compliant with the Institute of Electrical and Electronic Engineers (“*IEEE*”) 1547, *Underwriters Laboratories (“UL”) 1741* (or subsequent approved revisions thereof), and the Borough’s Technical Requirements unless the requirement is specifically waived in writing by the Borough. For facilities of 10 kW or less using inverter-based technology which has been certified by the manufacturer(s) as being compliant with IEEE 1547 and UL 1741(or subsequent approved revisions thereof), the technology will be deemed to be in compliance with the Borough’s “Technical Requirements”. However, such preliminary technical compliance does not limit, eliminate, or affect in any way, the customer’s obligation to comply with all other requirements. By signing this Application/Agreement in Section 9, Applicant certifies that the installed generating equipment and inverter technology meet the preceding requirement(s) **and Applicant has attached the manufacturer’s documentation** to confirm compliance with IEEE 1547 and UL 1741(or subsequent approved revisions thereof).

**Section 5 - Installation Details**

Generating System and inverter will be installed by:  Owner  Supplier/Owner's Contractor

**Note: All electrical work (including any work performed by Owner) relating to the installation and interconnection of the QREG Facility must be performed by a Borough licensed Master Electrician and meet the requirements of the current National Electric Code and any other applicable Borough requirements.**

Equipment Installation Contractor (if known at time of application):

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person (if different from above): \_\_\_\_\_

Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Master Electrician License No. (If Applicable): \_\_\_\_\_

Name of Equipment Supplier (if different than Installation Contractor): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person (if different from above): \_\_\_\_\_

Telephone (Daytime): \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Note: All electrical work (including any work performed by Owner) relating to the installation and interconnection of the QREG Facility must be performed by a Borough licensed Master Electrician and meet the requirements of the current National Electric Code and any other applicable Borough requirements.**

Borough Licensed Electrician (if known at time of application):

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person (If other than Above): \_\_\_\_\_

Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Borough Master Electrician License No.: \_\_\_\_\_ Proposed Installation Date: \_\_\_\_\_

**Section 6 - Applicant Insurance Disclosure**

The Terms and Conditions detailed in Section 8 of this Application/Agreement contain provisions related to liability and indemnification and should be carefully considered by the Applicant. The Applicant is not required to obtain liability insurance coverage as part of this Application/Agreement; however, the Applicant is advised to consider obtaining appropriate coverage in consultation with its insurance advisor.

**Section 7 – Application Fee**

The application fee for service shall be \$200, subject to change by resolution of Council. The non-refundable Application Fee is to be paid by the Applicant when the Application/Agreement is submitted to the Borough

**Application Fee (Required) enclosed? Yes**

## Section 8 – Terms and Conditions

- a. **Installation of the QREG Facility.** The QREG customer may proceed to install the QREG Facility once the approval to install the QREG Facility has been received from the Borough.

The QREG Facility shall be installed in accordance with information provided in this Application/Agreement, and be compliant with IEEE 1547, UL 1741(or subsequent approved revisions thereof), and the Borough’s regulations including the Borough’s “Technical Requirements”.

All electrical work (including any work performed by Owner) relating to the installation and interconnection of the QREG Facility must be performed by a Borough licensed Master Electrician and meet the requirements of the current National Electric Code and any applicable Borough regulations.

- b. **Interconnection and Operation.** Prior to the interconnection of the QREG Facility to the Borough’s electric system and operation of the QREG Facility, the QREG customer agrees to the following:

1. Electrical Inspection of the QREG Facility: Upon completing installation, the customer shall, at customer’s expense, have the QREG Facility inspected by a representative of a Borough-approved, industry recognized inspection agency (Inspection Agency) to confirm that the QREG Facility meets the requirements of the current National Electric Code, IEEE 1547, UL 1741(or subsequent approved revisions thereof), and the Borough’s regulations including the Borough’s “Technical Requirements”. The Inspection Agency shall submit an inspection report and a Certificate of Electric Inspection certifying that the QREG meets the requirements of this section to the Borough of Chambersburg Service Center.

2. Borough Inspection of the QREG Facility following the Electrical Inspection (above): The Borough will inspect the QREG Facility interconnection or waive the inspection as follows:

- a) After receipt of the inspection report and Certificate of Electric Inspection described in Section 8b.1, the Borough may, upon reasonable notice and at a mutually convenient time, conduct an inspection of the QREG Facility and observe a witness test to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with Borough requirements.
- b) Alternatively, the Borough may notify the Applicant in writing that the Borough is waiving this requirement for inspection prior to the Borough’s approval of the QREG Facility.

3. Metering: All meters shall be installed and tested by the Borough.

4. Prominent posting of the Borough-installed Warning Labels on the meter base(s) and Customer Owned Generation Disconnect Switch(s): The Warning Labels are intended to protect the safety of Borough personnel, emergency services personnel, and others who might be working at the premises by notifying them of the fact that electricity is being generated on the Customer’s side of the meter.

5. Acceptance: After the Borough’s inspection and approval, the Borough Electric Superintendent or designee will sign this Application/Agreement (Section 9), approving the QREG Facility for interconnection and energization.

- c. **Periodic Testing.** The QREG customer shall periodically test (or cause to be tested) all interconnection-related protective devices at intervals specified by the manufacturer(s), system integrator, and/or the Borough. Periodic test reports or a log for inspection shall be maintained by the QREG customer and made available to the Borough. All costs for such inspections and reporting shall be the responsibility of the QREG customer.

- d. **Safe Operations and Maintenance.** The QREG customer shall be fully responsible to operate, maintain, and repair the QREG Facility as required to ensure that the QREG Facility complies at all times with all applicable electric codes and interconnection requirements.

- e. **Exterior Disconnect Switch(s)/Isolation Device(s):** QREG Facilities shall be capable of being isolated from the Borough's electric distribution system by means of an outdoor, weatherproof, lockable, visible-break isolation device, "Customer Owned Generation Disconnect Switch(s)", accessible by the Borough, emergency personnel, and the QREG customer. The Customer Owned Generation Disconnect Switch(s) shall be installed, owned, and maintained by the customer and located adjacent to the Borough's electric meter, between the QREG Facility and the point of interconnection with the Borough's electric system.

The cost of all equipment materials and devices to meet this requirement will be borne by the QREG customer. The QREG customer shall install (or cause to be installed) the Customer Owned Generation Disconnect Switch(s) in a location that is readily accessible by the Borough, emergency services personnel, and the QREG customer. The QREG customer shall permit the Borough to affix a placard in a location of the Borough's choosing that provides clear indication to Borough operating personnel, emergency services personnel, and the QREG customer of the location of the Customer Owned Generation Disconnect Switch(s).

- f. **Access and Disconnecting.** The Borough shall have access at all times to its meter(s) and the Customer Owned Generation Disconnect Switch(s) of the QREG Facility. The Borough has the right, in its sole discretion, to disconnect the QREG Facility for safety or for reliability reasons. The Borough shall, when feasible in light of the circumstances, provide reasonable notice to the customer prior to exercising its right of access to inspect the QREG Facility. In an emergency or outage situation where the QREG Customer Owned Generation Disconnect Switch(s) are inoperable or inaccessible, the Borough may disconnect the electric service to the customer's premise until such time as the emergency or outage situation is rectified to the Borough's satisfaction.

- g. **Disconnection.** The Borough may temporarily disconnect the QREG Facility upon occurrence of any of the following conditions:

1. For scheduled outages upon reasonable notice.
2. For unscheduled outages or emergency conditions.
3. If the Borough determines that the QREG Facility does not operate in a manner consistent with this Application/Agreement. The Borough will reconnect the QREG Facility only upon receipt of certification from the QREG customer and verification by the Borough that the QREG Facility is in compliance. The Borough will determine, at the Borough's sole judgment (or via outside inspection), if the QREG Facility is in compliance. The Borough will provide written verification within a reasonable time period.
4. If the Borough determines that continued operation of the QREG Facility is a hazard to the safety of the Borough's personnel, or to the general public, or a threat to the reliable operation of the Borough's electric system. The Borough will reconnect the QREG Facility only upon the Borough's determination that the QREG Facility is no longer a hazard. The Borough will determine, at the Borough's sole judgment, if the QREG Facility is a hazard. The Borough will provide written verification within a reasonable time period.
5. In the event the interconnection equipment used in the QREG Facility is in disrepair, or is de-listed by the nationally recognized testing laboratory that provided the listing at the time the interconnection was approved, and the Borough ascertains that the continued operation has the potential to jeopardize the safety or reliability of the Borough's electric distribution system. The Borough will reconnect the QREG Facility only upon receipt of certification from the QREG customer and verification by the Borough that the QREG Facility is in compliance. The Borough will determine, at the Borough's sole judgment, if the QREG Facility is in compliance. The Borough will provide written verification within a reasonable time period.
6. Failure by the QREG customer to maintain and operate the QREG in accordance with the Terms and Conditions of this Application/Agreement and the Borough's Technical Requirements. The Borough will reconnect the QREG Facility only upon receipt of certification from the QREG customer and verification by the Borough that the QREG Facility is in compliance. The Borough will determine, at the Borough's sole judgment, if the QREG Facility is in compliance. The Borough will provide written verification within a reasonable time period.

7. Failure by the QREG customer to ensure that Borough or contractor installed Warning Labels remain affixed to the QREG Facility at all times. The Borough will reconnect the QREG Facility only upon receipt of certification from the QREG customer and verification by the Borough that the QREG Facility is in compliance. The Borough will determine, at the Borough's sole judgment, if the QREG Facility is in compliance. The Borough will provide written verification within a reasonable time period.

The QREG customer must also cease parallel operation upon notification by the Borough of a system emergency, abnormal condition or in cases where such operation is determined to be unsafe, interferes with the supply of service to other customers, or interferes with the Borough's electric system maintenance or operation. In addition, the Borough may disconnect the QREG Facility from the system for system emergencies without notice. However, the Borough will use reasonable efforts to notify the QREG customer prior to disconnecting.

- h. **Indemnification.** The Borough of Chambersburg and the QREG customer, including the QREG customer's agents, suppliers, and contractors ("Party" or "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 other Party's action or inactions of its obligations under these terms and conditions on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- i. **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 these terms and conditions, 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.
- j. **Termination.** This Application/Agreement may be terminated under the following conditions:
  1. By Customer: The customer may terminate this Application/Agreement at any time by providing written notice to the Borough; provided, however, that all obligations imposed on the QREG customer by this Application/Agreement shall remain in effect until such time as the QREG Facility is disconnected from the Borough's Electric System. In the event that the QREG customer should decide to permanently shut down its QREG Facility, the QREG customer must give the Borough written notice that the QREG customer intends to do so.
  2. By the Borough:
    - a) The Borough may terminate this Application/Agreement if the customer fails to remedy a violation of Terms and Conditions of this Application/Agreement, upon written notice and a reasonable opportunity to cure.
    - b) The Borough may terminate this Application/Agreement if the Borough determines that the continued operation of the QREG Facility has the potential to jeopardize the safety or reliability of the Borough's electric system.
    - c) In no respect will notice to terminate preclude the Borough from taking any and all immediate actions necessary (including emergency, temporary, or permanent disconnection of QREG Facility), if the Borough is aware of safety or reliability concerns as a result of interconnection of the QREG Facility.
- k. **Permanent Disconnection.** In the event the Application/Agreement is terminated, the Borough, at its sole discretion, shall have the right to disconnect the QREG Facility or direct the customer to disconnect its QREG Facility.
- l. **Survival Rights.** This Application/Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill any rights or obligations that arose under the Application/Agreement.
- m. **Successors and Assigns /Transfer of Ownership of the QREG Facility.** All the terms and conditions of this Application/Agreement shall be binding upon, inure to the benefit of, and be enforceable by the successors and permitted assignees of the Parties hereto. All the terms and conditions of this Application/Agreement shall survive the transfer of ownership of the QREG Facility to a new owner unless the new owner terminates this Application/Agreement and so notifies the Borough in writing. The QREG customer agrees to:



1. provide the new owner with a copy of this Application/Agreement prior to the consummation of any sale of a QREG Facility,
  2. secure the signature of the successor or assign indicating that the successor or assign has read and agrees to the Terms and Conditions of this Application/Agreement (in Section 10 Succession/Assignment Notice), and shall notify the Borough of any assignment of this Application/Agreement by forwarding a copy of the Succession/Assignment Notice to the Borough .
- n. **Notice.** Unless otherwise provided in this Application/Agreement, any written notice, demand, or request required or authorized in connection with this Application/Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by Electronic Mail (E-mail) delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

**If to Borough:**

Borough of Chambersburg  
100 S. Second Street  
Chambersburg, PA 17201  
Attention: Electric Department Superintendent

**If to Customer:**

The contact listed in Section 1 - Applicant Information above.

**Note: The QREG customer is responsible for notifying the Borough of any change in contact information.**

- o. **Changes to the QREG Facility.** The Applicant shall notify the Borough of any changes to the QREG Facility. Once an Application/Agreement is approved by the Borough, any material modification to the proposed QREG Facility that would affect the Application/Agreement review criteria, shall require submission of a new Application/Agreement and corresponding Application Fee, unless specifically waived in writing by the Borough.
- p. **Privileged Communications Concerning Proposed QREG Facility Projects -** In the course of processing Application/Agreements for parallel operation, the QREG customer shall provide the Borough with detailed information concerning the proposed QREG Facility. If the QREG customer desires to keep any information confidential, the QREG customer must mark each page clearly with the words “Confidential Information, not for public disclosure” and notify the Borough in writing of the QREG customer’s request and reason to keep the so-identified material confidential. The Customer acknowledges that any information received by Borough is subject to the Pennsylvania Right to Know Act, 65 P.S. § 67.101 *et seq* and nothing agreed to in this agreements shall cause the Borough to violate its requirements per any applicable laws.
- q. **Changes to the Terms and Conditions.** The Borough reserves the right, in its sole discretion, with appropriate public notice, to change the rates, terms and conditions of this Application/Agreement.

**Section 9 –Signatures**

**Applicant**

I hereby certify that, to the best of my knowledge, all the information provided in this Application/Agreement is true and correct. I also agree to abide by the Terms and Conditions set forth in this Application/Agreement and in the Borough's Technical Requirements.

Signature (Applicant): \_\_\_\_\_ Date: \_\_\_\_\_

**Borough of Chambersburg**

**Note: The Borough will execute this Application/Agreement only after it has inspected and approved the QREG installation for interconnection.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Send the completed Application/Agreement and application fee to:

Borough of Chambersburg  
100 S. Second Street  
Chambersburg, PA 17201  
Attention: Electric Department Superintendent

**Section 10 –Succession/Assignment Notice**

**a. First Succession/Assignment**

Reason for succession/assignment of the Application/Agreement: \_\_\_\_\_

I hereby agree to abide by the Terms and Conditions set forth in this Application/Agreement and in the Borough’s Technical Requirements.

Signature (Successor/Assign): \_\_\_\_\_ Date: \_\_\_\_\_

**b. Second Succession/Assignment**

Reason for succession/assignment of the Application/Agreement: \_\_\_\_\_

I hereby agree to abide by the Terms and Conditions set forth in this Application/Agreement and in the Borough’s Technical Requirements.

Signature (Successor/Assign): \_\_\_\_\_ Date: \_\_\_\_\_

**c. Third Succession/Assignment**

Reason for succession/assignment of the Application/Agreement: \_\_\_\_\_

I hereby agree to abide by the Terms and Conditions set forth in this Application/Agreement and in the Borough’s Technical Requirements.

Signature (Successor/Assign): \_\_\_\_\_ Date: \_\_\_\_\_

**d. Fourth Succession/Assignment**

Reason for succession/assignment of the Application/Agreement: \_\_\_\_\_

I hereby agree to abide by the Terms and Conditions set forth in this Application/Agreement and in the Borough’s Technical Requirements.

Signature (Successor/Assign): \_\_\_\_\_ Date: \_\_\_\_\_