



MICRO-GENERATION INTERCONNECTION AND OPERATING AGREEMENT

(the “Agreement”)

This Agreement is entered into by and between _____
(Must be the same as *Applicant(s)* on the *Micro-Generation Interconnection Application*)

(Customer), and _____ (the Company)

In consideration of the Company agreeing to allow you to connect your inverter-based 50kW or smaller installed capacity renewable energy system (the “**Generation Facility**”) located at:

_____ (the “**land location**”) to the Company’s distribution system, you hereby agree to the following terms and conditions.

1.0 Eligibility

1.1 You agree that the connection between your Generation Facility and the Company’s distribution system will be subject to all applicable laws and bound by the Terms and Conditions of Service (the “**Terms and Conditions**”), which are filed with, and approved by, the Yukon Utilities Board (“**YUB**”) from time to time, and which are available to you on request.

1.2 You certify that you meet all of the requirements of the Electrical Protection Act (Yukon) and the *Government of Yukon’s Micro-generation Policy*.

1.3 You certify that the information you have provided to the Government of Yukon on the *Micro-Generation Project Interconnection Application* is accurate and complete.

2.0 Technical Requirements

2.1 You represent and warrant that you have installed, or covenant that you will: (a) install prior to the connection of your inverter based Generation Facility to the Company’s distribution system; and (b) maintain thereafter in accordance with and for the duration of this agreement, an inverter satisfying Section 84 of the Canadian Electrical Code and CSA C22.2 No. 107.1-01 (General Use Power Supplies) or UL 1741.

2.2 In systems 10kW and larger a visible disconnect is required to disconnect the generation system from the utility distribution system. This disconnect ensures the safety of electrical utility workers by allowing them to disconnect the generator from the utility system.

2.3 You covenant and agree to perform regularly scheduled maintenance to your Generation Facility as outlined by its manufacturer in order to ensure that its connection devices, protection systems, and control systems are maintained in good working order and in compliance with all applicable laws.

2.4 You agree to the automatic disconnection of your Generation Facility from the Company’s distribution system in the event of: (a) a planned or unplanned power outage on the Company’s distribution system, (b) any abnormal operation of the Company’s distribution system, (c) a direction from a government authority, or (d) any other event that requires such disconnection pursuant to the Terms and Conditions, applicable law or good electricity practice.

2.5 You covenant and agree that the design, installation, maintenance, and operation of your Generation Facility will be conducted in a manner that ensures the safety and security of both the Generation Facility and the Company's distribution system.

2.6 Due to the Company's obligation to maintain the safety and reliability of its distribution system, you covenant and agree that in the event you determine or the Company determines, in its sole opinion, acting reasonably, that your Generation Facility is or is reasonably likely to: (i) cause damage to; and/or (ii) adversely affect other distribution system customers or the Company's assets, you will disconnect your Generation Facility immediately from the Company's distribution system upon direction from the Company and correct the problem at your own expense prior to reconnection.

2.7 You represent and warrant that the total generation capacity of your Generation Facility is _____ kW_{dc} (**input to inverter**) / _____ kW_{ac} output (**insert both capacities**). You covenant and agree that you will not make any alteration to the design or operation of your Generation Facility, including, but not limited to, the total generation capacity of your Generation Facility, without the prior written approval of the Company.

2.8 You hereby grant the Company access to your Generation Facility pursuant to the Terms and Conditions, including for purposes of inspection, maintenance, operation and meter reading.

3.0 Liabilities

3.1 You will indemnify and hold the Company harmless from and against all costs, expenses, damages, claims, liabilities and adverse effects resulting from your breach of this agreement and from your negligence or willful misconduct in connection with the operation of your Generation Facility or the interconnection between your Generation Facility and the Company's distribution system.

3.2 Notwithstanding Section 3.1, you shall not be liable to the Company under any circumstances whatsoever for any loss of profits or revenues, business interruptions losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise. For purposes of this Agreement, damages claimed by third parties shall not be considered indirect, consequential, incidental or special damages, regardless of the type of damages being claimed.

3.3 The Company's liability to you, whether pursuant to contract, tort or otherwise, shall be limited to the liability imposed on the Company pursuant to the Terms and Conditions. Nothing in this agreement is intended to abrogate, alter or diminish the statutory liability protection granted to the Company under the *Public Utilities Act (Yukon)* and the *Electrical Protection Act (Yukon)*

4.0 Termination

4.1 You may terminate this agreement at any time by: (a) disconnecting your Generation Facility from the Company's distribution system, and (b) thereafter giving the Company thirty (30) days' written notice of such termination.

4.2 The Company may terminate this agreement on thirty (30) days' notice upon the occurrence of any of the following: (a) your disposition of your Generation Facility or your interest in the property on which it resides; (b) your breach of this agreement; (c) the retirement of the Company's distribution system; or (d) any change in law that affects the Company's rights or obligations under the applicable regulations or laws. The parties agree that this clause does not limit the Company's right to disconnect in accordance with applicable sections of the Terms and Conditions.

5.0 Assignment

5.1 You agree that this agreement constitutes an interest in land with respect to the lands on which your Generation Facility is located, and that the Company may register this agreement at the appropriate Land Titles Office against title to the lands on which your Generation Facility is located.

5.2 You covenant and agree that you will not sell, assign, transfer, convey or otherwise dispose of your Generation Facility or your interest in the property on which it resides without the prior written consent of the Company, which shall not be unreasonably withheld. It will be a condition of the Company's consent that the new owner of your Generation Facility or your interest in the property on which it resides be assigned your rights and obligations under this agreement. The Company may assign its rights and obligations under this agreement without your consent.

5.3 In addition, you agree that if your rights and obligations under this agreement are not assigned to the new owner of your Generation Facility or your interest in the property on which it resides, The Company may terminate the *Micro-generation Interconnection and Operating Agreement* until a new agreement is reached between the Company and the new owner of your Generation Facility.

APPROVED BY:

The Company: _____ Date: _____

(Print Name)

Customer(s): _____ Date: _____

(Print Name)

(Print Name) Date: _____