

Borough of Chambersburg, PA



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

January 1, 2024

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

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

Prerequisite – 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): _____ (Cell): _____ 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_{DC}: _____ Nominal DC Voltage in V_{DC}: _____ Number of Units to be Installed: _____

Inverter Manufacturer, Model Name & Number: _____

Output Rating in kW_{AC}: _____ Current Rating in Amps_{AC}: _____ Voltage Rating in V_{AC}: _____ Power Factor %: _____

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

Maximum Installed System Output Power Rating in kW_{AC}: _____

Single Line Diagram (Required) attached? Yes

Site Plan (Required) attached? Yes

Will the QREG Facility include Battery Storage? Yes No

If “no”, Applicant 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*” (the “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*” (Section 135-37 of the Code of the Borough of Chambersburg), a QREG Facility must install isolation device(s) as described in Section 8e **below**. Applicant is obligated to maintain the QREG Facility and Customer-Owned Generation Disconnect Switch(es) (as defined in Section 8e) in compliance with the National Electric Code, Institute of Electrical and Electronic Engineers (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(es) 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*” (Section 135-37 of the Code of the Borough of Chambersburg), a QREG Facility must prominently display the appropriate 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 Applicant’s premises. Applicant or their contractors 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 IEEE 1547, 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, Applicant’s obligation to comply with all other requirements of the “*Net Metering Rider for Renewable Inverter-Based Customer Generators of 10 Kilowatts or Less*” (Section 135-37 of the Code of the Borough of Chambersburg). By signing this Application/Agreement in Section 9 or 10, 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 associated with the installation and interconnection of the QREG Facility must be performed by a Chambersburg Borough licensed Master Electrician and meet the requirements of the currently enforced National Electric Code and any other applicable Borough requirements.

Equipment Installation Contractor:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (if different from above): _____

Telephone (Office): _____ (Cell): _____

E-Mail Address: _____

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

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone: _____ E-Mail Address: _____

Chambersburg Borough Master Electrician License No.: _____

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 Applicant. Applicant is not required to obtain liability insurance coverage as part of this Application/Agreement; however, 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 **\$250**, subject to change by resolution of Council. The non-refundable Application Fee is to be paid by Applicant when the Application/Agreement is submitted to the Borough.

Application Fee (Required) enclosed? Yes If mailed separately, Date and method sent: _____

Section 8 – Terms and Conditions

- a. **Installation of the QREG Facility.** Applicant may proceed to install the QREG Facility once the approval to install the QREG Facility has been received from the Borough and other required permits are in place.

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 associated with the installation and interconnection of the QREG Facility must be performed by a Chambersburg Borough licensed Master Electrician and meet the requirements of the current National Electric Code and any other applicable Borough requirements.

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

- 1. Electrical Inspection of the QREG Facility: Upon completing installation, Applicant shall, at Applicant’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 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. **Warning Labels**. The QREG Facility must prominently display the appropriate Warning Labels on the meter base(s), Customer-Owned Generation Disconnect Switch(es), and associated Borough transformer. Failure to comply with this Section 8b.4 shall constitute grounds for the refusal or termination of service under this Application/Agreement.
 5. **Acceptance**: After the Borough's inspection and approval, the Director of Electric Utility or designee will sign this Application/Agreement (Section 9), approving the QREG Facility for interconnection and energization.
- c. **Periodic Testing**. Applicant 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 Applicant and made available to the Borough. All costs for such inspections and reporting shall be the responsibility of Applicant.
 - d. **Safe Operations and Maintenance**. Applicant shall be fully responsible for operating, maintaining, and repairing 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(es)/Isolation Device(s)**: QREG Facilities shall be capable of being isolated from the Borough's electric system by means of an outdoor, weatherproof, lockable, visible-break, alternating current (AC) isolation device ("Customer-Owned Generation Disconnect Switch(es)"). The Customer-Owned Generation Disconnect Switch(es) shall be installed, owned, and maintained by Applicant and located adjacent to the Borough's electric meter, between the QREG Facility and the point of interconnection with the Borough's electric system.

Applicant shall be responsible for the cost of all equipment, materials, and devices necessary to meet the requirements of this Section 8e. Applicant shall install (or cause to be installed) the Customer-Owned Generation Disconnect Switch(es) in a location that is readily accessible by the Borough, emergency services personnel, and Applicant. Applicant 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 Applicant of the location of the Customer-Owned Generation Disconnect Switch(es).

- f. **Access and Disconnecting**. The Borough shall have access at all times to its meter(s) and the Customer-Owned Generation Disconnect Switch(es) 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 Applicant prior to exercising its right of access to inspect the QREG Facility. In an emergency or outage situation where the Customer-Owned Generation Disconnect Switch(es) are inoperable or inaccessible, the Borough may disconnect the electric service to Applicant'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.
 4. If the Borough determines that continued operation of the QREG Facility is a hazard to the safety of the Borough's personnel or the general public, or a threat to the reliable operation of the Borough's electric system.
 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 system.

6. Failure by Applicant to maintain and operate the QREG Facility in accordance with the Terms and Conditions of this Application/Agreement and the Borough's Technical Requirements
7. Failure by Applicant to ensure that Borough- or contractor-installed Warning Labels remain affixed to the QREG Facility at all times.

Applicant must cease parallel operation upon notification by the Borough of a system emergency, of an 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 Applicant prior to disconnecting.

Other than outage situations, the Borough will reconnect the QREG Facility only upon receipt of certification from Applicant 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. Such determination may require submission of inspection by a qualified third-party inspection agency. The Borough will provide written verification within a reasonable time period.

h. Indemnification / Limitation of Liability.

1. Applicant shall indemnify, defend and hold harmless the Borough, its elected and appointed officials, engineers, solicitors, agents and employees against any and all claims for liability, injury, loss, cost, damage, fine or expense arising in whole or in part from, incident to, caused by, or resulting from the installation, presence, operation, use, maintenance or removal of the QREG Facility (each a "Claim"), for any Claim relating to the QREG Facility other than that caused by the willful misconduct or gross negligence of the Borough. The obligation to indemnify, defend and hold the Borough harmless shall include, but not be limited to, the obligation to pay judgments, liabilities, damages, penalties, attorneys' fees, expert fees, court costs and all other costs and expenses of litigation.
2. No provision of this Application/Agreement is intended, or shall be construed, to be a waiver for any purpose by the Borough of the provisions of the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa.C.S. § 8541, *et seq.*, or any other law limiting municipal liability.
3. The Borough shall not be liable to Applicant or any third party for any interruption to service to Applicant or any interference with the operation of the QREG Facility. In no event shall the Borough be liable for any indirect, special, incidental, or consequential damages of any kind whatsoever.

i. Termination. This Application/Agreement may be terminated under the following conditions:

1. By Applicant: Applicant may terminate this Application/Agreement at any time by providing written notice to the Borough; provided, however, that all obligations imposed on Applicant 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 Applicant should decide to permanently shut down its QREG Facility, Applicant must give the Borough written notice that Applicant intends to do so.
2. By the Borough:
 - a) The Borough may terminate this Application/Agreement if Applicant fails to remedy a violation of the 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 the QREG Facility), if the Borough is aware of safety or reliability concerns as a result of interconnection of the QREG Facility.

- j. **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 Applicant to disconnect its QREG Facility.
- k. **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.
- l. **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. Applicant 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; and
 - 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.
- m. **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: Director of Electric Utility

If to Applicant:

The contact listed in Section 1 - Applicant Information above.

Note: Applicant is responsible for notifying the Borough of any change in contact information.

- n. **Changes to the QREG Facility.** 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.
- o. **Privileged Communications Concerning Proposed QREG Facility Projects.** In the course of processing Application/Agreements for parallel operation, Applicant shall provide the Borough with detailed information concerning the proposed QREG Facility. If Applicant desires to keep any information confidential, Applicant must mark each page clearly with the words “Confidential Information, not for public disclosure” and notify the Borough in writing of Applicant’s request and reason to keep the so-identified material confidential. Applicant acknowledges that any information received by Borough is subject to the Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 *et seq.*, and nothing agreed to in this Application/Agreement shall cause the Borough to violate its requirements per any applicable laws.
- p. **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 Facility 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: Director of Electric Utility
utilitysecretary@chambersburgpa.gov

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: _____

Print Name(s): _____

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: _____

Print Name(s): _____

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: _____

Print Name(s): _____

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: _____

Print Name(s): _____