



# Kaua'i Island Utility Cooperative

## ASSUMPTION AGREEMENT

### SECTION 1. CUSTOMER INFORMATION

#### Interconnection Customer / Eligible Customer-Generator

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

Contact Person: \_\_\_\_\_

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

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

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

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

#### Contact (if different from Interconnection Customer)

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

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

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

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

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

Owner of the facility (include % ownership by any electric utility): \_\_\_\_\_

#### Small Generating Facility / Generating Facility Information

Location Address: \_\_\_\_\_

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

Name on Account: \_\_\_\_\_

Account Number: \_\_\_\_\_

### SECTION 2. RECITALS

- A. The Interconnection Customer / Eligible Customer-Generator listed above (“**Customer**”) has or will become the owner and/or KIUC customer of record pertaining to certain property (“**Property**”) upon which the generating facility referenced above (“**Generating Facility**”) is located.
- B. The Customer acknowledges that the following contracts/agreements have been entered into to govern the interconnection and/or operation of the Generating Facility on the Property (check all that apply):
  - Interconnection Agreement
  - 10 kW Inverter Application
  - Schedule Q Agreement
  - Net Energy Metering Agreement
  - Net Energy Metering Pilot Program Application and Agreement

- C. As a condition to the continued interconnection and/or operation of the Generating Facility on the Property, the Customer agrees to assume the Contracts, as more particularly set forth below.

### SECTION 3. ASSUMPTION AND AGREEMENT

1. From and after the Effective Date set forth below, Customer hereby assumes and agrees to be subject to, and to perform the duties and obligations under, the contracts checked in Section 2, Recital B above, and any ancillary contracts and agreements (collectively, the “**Contracts**”). Specifically, as it pertains to the Interconnection Agreement and the 10 kW Inverter Application, if and as checked in Section 2, Recital B above, Customer hereby assumes and agrees to be subject to the obligations imposed upon, and to perform the duties and obligations of, the “Interconnection Customer” as defined therein. As it pertains to the Schedule Q Agreement, the Net Energy Metering Agreement and the Net Energy Metering Pilot Program Application and Agreement, if and as checked in Section 2, Recital B above, Customer hereby assumes and agrees to be subject to the obligations imposed upon, and to perform the duties and obligations of, the “Eligible Customer-Generator” as defined therein. Any claim, liability or obligation arising out of any breach of such Contracts by Customer or any act or omission of Customer, to the extent occurring on or after the Effective Date, shall be the sole responsibility of Customer.
2. **Further Actions.** Customer hereto covenants and agrees, at its own expense, to execute and deliver, at the request of KIUC, such further instruments of transfer, assignment and/or assumption, and to take such other action as KIUC may reasonably request to more effectively consummate the assumptions contemplated herein. To the extent any of the Contracts have been revised, replaced or updated by KIUC, Customer agrees that, at the request of KIUC, Customer shall immediately sign the then current version of such applicable Contracts/documents.
3. **Successors and Assigns.** This Assumption shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
4. **Counterparts.** This Assumption may be executed by Customer and KIUC in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile or PDF signatures on this Assumption shall be binding and effective for all purposes and treated in the same manner as physical signatures.

### SECTION 4. CUSTOMER SIGNATURE

I agree to be bound by the terms and conditions of this Agreement and the applicable Contracts as noted above.

**Customer Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

### SECTION 5. KAUAI ISLAND UTILITY COOPERATIVE SIGNATURE

I hereby acknowledge receipt and completeness of this Assumption.

KIUC Representative: \_\_\_\_\_

Name and Title: \_\_\_\_\_ Effective Date: \_\_\_\_\_



**Exhibit 1**

Additional Operating Requirements for  
Eligible Customer-Generator's Generating Facility

1. Eligible Customer-Generator's standard operating procedures shall be subject to KIUC's review and approval.
2. No protective relay or control characteristics of the generating facility shall be altered, modified or otherwise changed without prior KIUC approval.
3. Testing of operational criteria before and after parallel operation will be done in accordance with "Good Utility Practice," as that term is defined in KIUC's Interconnection Tariff.
4. Notwithstanding anything to the contrary, the Eligible Customer-Generator's generating facility may be temporarily disconnected from KIUC's system during periods of high solar penetration on KIUC's system and as deemed appropriate by KIUC to ensure overall reliability of its system.
5. Eligible Customer-Generator shall be responsible for all costs associated with the installation of a dedicated curtailment meter socket and the installation of a secondary KIUC AMI meter to remotely disconnect/connect/control the exportation of energy from the Eligible Customer-Generator's generating facility to KIUC's system.
6. **[For Three Phase Service Only]** Eligible Customer-Generator is additionally responsible for all costs associated with the installation of a dedicated curtailment meter socket and/or disconnect device on the load side of the secondary KIUC AMI meter that is able to receive a 120V signal in order to remotely disconnect/connect/control the exportation of energy from the Eligible Customer-Generator's generating facility to KIUC's system.
7. Inverter under frequency set points must be adjustable down to 57.0 Hz, 3 seconds and over frequency set points must be adjustable up to 62.5 Hz, 3 seconds.
8. Inverter overvoltage fast settings must be adjustable to 1.2 pu, 0.16 sec. and the overvoltage slow settings must be adjustable to 1.19 pu, 1.00sec.
9. Inverter undervoltage fast settings must be adjustable to 0.5pu, 0.16 sec. and the undervoltage slow settings must be adjustable to 0.51pu, 2.0 sec.
10. Eligible Customer-Generator must be willing and able to adjust the inverter trip settings given by KIUC to preserve grid stability. These inverter requirements will have to be reviewed and approved with KIUC's Engineering Department during the commissioning phase before interconnection to the KIUC system is allowed.
11. No inverter settings shall be altered, modified or otherwise changed without prior KIUC approval.
12. Eligible Customer-Generator must be willing and able to generate a report of inverter activities based on request by KIUC within 30 days of request.
13. The Eligible Customer-Generator's generating facility shall not exceed IEEE 519 Standard Practices and Requirements for Harmonic Control in Electric Power Systems.

**SIGNATURE:** \_\_\_\_\_