

Rule No. 26  
COMMUNITY-BASED RENEWABLE ENERGY PROGRAM  
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A. AVAILABILITY

Phase 1 (“Phase 1”) of the Company’s Community-Based Renewable Energy (“CBRE”) program (“Program”) is available to residential and commercial customers of the Company (“Customers”) where:

1. Customer has a current electricity account with the Company and has received service at the same location for which they are requesting participation for at least 6 months at the time of enrollment and has not received any disconnection notifications at that same location within the last 12 months;
2. Customer is not currently enrolled or participating in Schedule Q, Net Energy Metering, Feed-in Tariff, Standard Interconnection Agreement, Customer Grid Supply, Customer Grid Supply Plus, Smart Export, or Customer Self Supply (“CSS”) tariff program, or similar customer program; and
3. Customer is not currently participating in another CBRE Phase 1 Facility.

B. CUSTOMER PARTICIPATION

Customers who subscribe to a CBRE Phase 1 Facility (“Facility”) are defined as “Subscribers.”

1. Customers shall be allowed to purchase or lease an interest in the energy output of any eligible CBRE Phase 1 Facility on the same island as their service address that is allocated CBRE Phase 1 Program capacity to offset their energy consumption.
2. Subscribers shall be required to enter into an appropriate CBRE Subscriber Agreement (“Agreement”) with a CBRE subscriber organization (“Subscriber Organization”). The Agreement shall contain standard information and provisions that ensure transparency and proper consumer protection. The Agreement shall include or be supplemented by, at minimum, the following elements:

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Transmittal Letter dated July 10, 2018.

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- a. CBRE Phase 1 Facility and Subscriber Organization information
  - i. CBRE Phase 1 Facility name and address;
  - ii. CBRE Subscriber Organization and/or Owner name, address, website URL, phone number, and email address;
  - iii. Subscriber name, address, phone number, and email address; and
  - iv. Subscriber's Utility name and account number;
  
- b. Financial Information:
  - i. Credit rate ("Credit Rate") and calculation;
  - ii. Bill credit mechanism and timing;
  - iii. Tax and securities implications;
  - iv. Use of escrow account to hold any pre-development enrollment fees or deposits, which shall be released to Subscriber Organization upon commercial operation of the Facility; and
  - v. Transfer and/or exit fees and terms;
  
- c. The Subscriber Agency Agreement and Consent Form attached hereto as Appendix I, which each Subscriber Organization shall complete with each Subscriber acquiring an interest in such Subscriber Organization's CBRE Facility, permitting the sharing of:
  - i. Subscriber's Account and Energy Usage Data;
  - ii. Subscription Information;
  - iii. Aggregated CBRE Project data and anonymized Subscriber data; and
  - iv. Subscriber data in response to information requests from the PUC or the Division of Consumer Advocacy ("CA").
  
- d. The standard form Disclosure Checklist is attached hereto as Appendix II, which each Subscriber Organization shall complete with each Subscriber acquiring an interest in such Subscriber Organization's CBRE Facility.

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3. Subscribers shall obtain approval of eligibility, confirm maximum buy-in level and apply to enroll into the CBRE Program through the Company (the Company, in its role as administrator of the CBRE Program, is sometimes referred to herein as the “Administrator”). Company shall facilitate completion of these tasks, but final approval and enrollment of the Subscriber into a Subscriber’s Organization’s CBRE Phase 1 Facility shall rest with such Subscriber Organization.
4. Subscriber’s effective kilowatt (“kW”) alternating current (“AC”) interest in the CBRE Phase 1 Facility shall be calculated based on the Subscriber’s portion of the renewable energy output of the CBRE Phase 1 Facility multiplied by the total capacity of the CBRE Phase 1 Facility in kW AC.
5. Subscribers shall be required to purchase a minimum of 1 kW AC, except in the case of confirmed low to moderate income (“LMI”) Subscribers for which this requirement shall be 0.5 kW AC.
6. Subscribers shall be permitted to purchase a CBRE Program interest equivalent to an expected production of no more than 100 percent of their historic energy consumption for the previous 12 months.
  - a. Company shall use the 12 months immediately prior to the first billing cycle upon which a Subscriber is eligible to receive a credit for the CBRE Subscription to determine the Subscriber’s previous 12 months of energy consumption.
  - b. If Subscriber does not have a 12 month billing history as of that first billing cycle, and there is not 12 months of billing history, including billing history of another customer associated with the Subscriber’s premises, the Company shall use the available monthly average consumption multiplied over 12 months in order to generate a proxy average annual consumption.

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7. In Phase 1, 40 percent of the total output of each project's total CBRE capacity shall be reserved for individual subscriptions up to 50 kW.
8. An eligible Customer shall be allowed to acquire and hold an interest in only one (1) CBRE Phase 1 Facility at any given time.
9. Subscriber shall maintain, for the duration of their participation in the CBRE Program, an electricity account and service address on the same island as the CBRE Phase 1 Facility in which they are participating.
10. Subscriber may change the premises to which the CBRE Phase 1 Facility electricity generation shall be attributed, as long it is on the same island and meets the eligibility requirements set forth herein. No transfer fee shall be applied.
11. If Subscriber requests to transfer their interest to another Customer, the Subscriber Organization shall confirm that Customer's eligibility as set forth herein. Any payment for the transfer shall be in accordance with the preset repurchase/resale price schedule outlined in the Agreement.
  - a. There shall be no transfer charge/fee if the meter associated with the account remains unchanged.
  - b. A transfer shall be at least 50% of the selling Subscriber's interest.
  - c. Any transfer will not be effective until the Subscriber Organization notifies the Administrator of the transfer. For any notice of transfer on or prior to the twentieth (20<sup>th</sup>) day of any month, such transfer will be effective as of the first (1<sup>st</sup>) day of that month. For any notice of transfer after the twentieth (20<sup>th</sup>) day of a month, the transfer will be effective as of the first (1<sup>st</sup>) day of the next month.

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12. If Subscriber requests to sell all or any portion of their Subscription back to the Subscriber Organization, Subscriber Organization shall buy back the interest in accordance with the preset repurchase/resale price schedule outlined in the Agreement.
  - a. Subscriber Organization shall complete the buy-back of the Subscriber's interest within thirty (30) days of the Subscriber's request.
  - b. Upon completion of a subscription buy-back, the Subscriber Organization shall notify the Company within two business days of completion of the transaction. The Company shall confirm such buy-back in the Subscriber database and cease CBRE participation credits effective as communicated by the Subscriber Organization on the first day of the month of notification if such notice is given on or prior to the twentieth (20<sup>th</sup>) day of the month. Notice provided after the twentieth (20<sup>th</sup>) day of the month will be effective as of the first (1<sup>st</sup>) day of the next month.
  
13. Nothing in the Agreement shall be deemed to alter or modify any rate schedule, charge, or condition of service established from time to time by the Commission for electric service provided by the Company. All such rates and charges from the Customer's applicable rate schedule shall apply and remain, subject to change in accordance with Commission rules.

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C. CREDIT RATE

1. Subscribers served under this tariff who also receive energy from the Company shall be billed monthly for the energy supplied by the Company, in accordance with the Company's Rule No. 8, the applicable rate schedule, and Company's rules filed with the Commission.
2. All rates, terms, and conditions from the applicable rate schedule will apply.
3. The applicable credit rates ("Credit Rates") for CBRE Phase 1 subscriptions purchased or leased by Subscribers for each rate schedule shall be as follows:

Energy Credit Rates for Each Applicable Rate Schedule:

<u>Schedule</u>	<u>MAUI</u>	<u>LANAI</u>	<u>MOLOKAI</u>
R, TOU-RI, TOU-R, TOU-EV, ARD TOU R	16.50	26.00	22.50 cents per kWh daily
G, TOU-G, ARD TOU G	16.50	26.00	22.50 cents per kWh daily
J, TOU-J, U, SS, EV-F, EV-J, ARD TOU J	16.50	26.00	22.50 cents per kWh daily
P, TOU-P, EV-P	16.50	26.00	22.50 cents per kWh daily
F	16.50	26.00	22.50 cents per kWh daily

Credit Rates shall be fixed at the above levels for the term of the Agreement, which for Phase 1 shall be the CBRE Phase 1 Facility life. Thereafter, the applicable energy credit rates shall be subject to modification by the Commission.

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Decision and Order No. 40044 filed on June 29, 2023 in Docket No. 2019-0323.  
Transmittal letter dated August 15, 2023.

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4. The monthly CBRE participation credit for each Subscriber shall begin to accrue on the first day of the month in which Subscriber completes the purchase or lease of Subscriber's subscription into a CBRE Phase 1 Facility, provided that Subscriber Organization promptly notifies the Administrator of Subscriber's subscription no later than the twentieth (20<sup>th</sup>) day of the month in which Subscriber subscribed into the CBRE Phase 1 Facility. Subscriber's monthly CBRE participation credit shall begin accruing on the first (1<sup>st</sup>) day of the next month if the notice by the Subscriber Organization is made after the twentieth (20<sup>th</sup>) day of the month. The amount of the Subscriber's monthly CBRE participation credit shall be equal to the Subscriber's interest in the energy output of the Facility, multiplied by the Facility's actual energy output, multiplied by the applicable Credit Rate per kilowatt-hour ("kWh").
5. A Subscriber's monthly CBRE participation credit shall be applied to offset eligible charges on the Subscriber's electric bill no earlier than the 15<sup>th</sup> day of the following month but no later than two billing cycles. Subscribers will see eligible credits on a future bill depending on the day their meter is read. Eligible charges on the Subscriber's electric bill shall be all light and power charges.
6. The Subscriber's electric bill cannot be reduced below the sum of the customer charge, the Green Infrastructure Fee, and any other per-customer charge for the customer's applicable rate schedule or the minimum bill applicable in the underlying tariff, whichever is greater.

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7. If the Subscriber's monthly CBRE participation credit exceeds the eligible charges, the value of excess credits shall be carried over to the next billing period(s) within the current 12-month period, as a CBRE participation credit and applied to the Subscriber's electric bill(s) subject to paragraph 5 and 6 above. Reconciliation will be made at the end of every 12-month period by applying the Subscriber's remaining CBRE participation credit to the Subscriber's remaining eligible charges within the 12-month period. Any CBRE participation credit that remains unused at the end of each 12-month period shall be extinguished.
8. If the Subscriber terminates its CBRE service prior to the end of any 12-month period, the Company shall reconcile the remaining CBRE participation credit to remaining eligible charges at the end of the monthly billing period when service was terminated, similar to the reconciliation that would have been performed at the end of the normal 12-month period. Any CBRE participation credit that remains unused shall be extinguished.

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D. SUBSCRIBER ORGANIZATION PARTICIPATION

1. A CBRE Phase 1 Facility may be developed by an approved Subscriber Organization. An applicant seeking to become an approved Subscriber Organization shall be referred to as an “Applicant” until approved.
2. Prior to developing a Facility, an Applicant shall submit a completed Application to the Company, which shall provide the following in order to be considered a complete Application:
  - a. A one-time Application processing fee of \$1,000 per application, 75% of which shall be refunded if the Applicant submits a CBRE Phase 1 Facility less than or equal to 250 kW AC and is not selected to receive CBRE Program Phase 1 capacity;
  - b. Applicant company name, contact information, and address, and indicate their role (e.g., Subscriber Organization, owner, or operator);
  - c. Applicant contact person name, contact information, and address;
  - d. Entity name, contact information, address, and identity role of the Subscriber Organization if approved; if entities other than the Subscriber Organization will act as either owner or operator of the CBRE Facility, name, role identification, contact information, and address shall be provided for those other entities;
  - e. Proposed CBRE Phase 1 Facility name, address, and estimated completion date;
  - f. CBRE Phase 1 Facility system nameplate direct current (DC) capacity, AC output (inverter nameplate), mount location, tracker type, azimuth, and tilt.

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- g. If the Applicant is a foreign entity, confirmation from the State of Hawai‘i Department of Commerce and Consumer Affairs that the Applicant is currently authorized to do business in the State of Hawai‘i as of the date of submittal.
- h. A Certificate of Good Standing for the Applicant obtained from the State of Hawai‘i Department of Commerce and Consumer Affairs dated no earlier than thirty (30) days prior to submittal by the Applicant.
- i. Demonstration of capability to deliver. Applicant, its affiliated companies, partners, and/or contractors and consultants on the Applicant’s team, shall provide written documentation that demonstrates experience in the development and operation of at least one renewable energy generation facility similar in size, scope, and structure to the Facility being proposed. The independent observer (“IO”) may waive this provision for Applicants proposing systems under 250 kW AC, that meet specific criteria, such as 501(c)(3) organizations, Customers choosing to collectively develop systems for their own benefit as Subscribers, organizations focused on delivering services to LMI ratepayers, or others, as determined appropriate by the IO.

Applications shall be accepted beginning on the effective date of the tariff. Applications deemed complete (providing all information required under Section D.2 above) shall receive a timestamp which shall serve as the date of the Applicant’s application for award and queue purposes.

- 3. Phase 1 CBRE Program capacity shall be awarded on a first-come, first-served basis based on the timestamp of a completed Application. If an Applicant submits an Application that does not contain all the required items listed in Section D.2 above, the Application shall be deemed incomplete and the timestamp for the completed Application shall be when the last item(s) is/are received from the Applicant that renders the Application complete under Section D.2, with the exception of Section D.2.a, regarding Application processing fee payment and Section D.2.i, regarding the “waiver” from the IO. If the application fee or the waiver is the only item missing and it is received within fifteen (15) days from the date of submission, the time stamp will be the date the Application was submitted electronically. Partially completed Applications will be deemed abandoned if all required items are not submitted so as to render the Application complete after sixty (60) days.

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Phase 1 Applications for CBRE Phase 1 Facilities shall be conditionally accepted subject to verification of the requirements in Section D.2 above. Upon successfully meeting the CBRE requirements, the Facility shall be accepted into Phase 1 of the CBRE Program if unused capacity is available to accept the Applicant's project. If the Applicant's proposed project size exceeds the available capacity remaining for Phase 1, the Applicant shall have the one-time option to reduce the proposed size of its Facility to the remaining capacity available. If the Applicant does not exercise this option, the Applicant's application shall be placed in the Phase 1 queue described below. Facility selection shall continue until the capacity allocation for Phase 1 on each island is fully allocated. If a Facility drops out after selection for inclusion in Phase 1 the allocation for such Facility shall be added back to the capacity allocation for the respective island and the first complete Application for a CBRE Phase 1 Facility in the queue for that island (with the one-time option described above) shall be offered the opportunity to become a CBRE Phase 1 Subscriber Organization. The Company shall continue to offer Subscriber Organization status to Applicants in the applicable queue until the capacity allocation made available is filled. Concurrently and after acceptance into Phase 1, CBRE Phase 1 Facilities shall undergo completeness and technical review under Company's Rule 14H for interconnection.

4. After any applicable capacity limitations are met in Phase 1, excess completed Applications for CBRE Phase 1 Facilities in that category shall be placed in a queue to replace any Phase 1 capacity dropouts. Phase 1 will terminate one (1) year after the commencement of Phase 2 of the CBRE Program ("Phase 2"). If, at the conclusion of Phase 1, there remains excess capacity and no Applicants in the queue desiring to use such capacity, the remaining unused capacity shall be extinguished or added to the available capacity in Phase 2, as directed by the Commission. The queue for Phase 1 shall be terminated as well and any subsequent failure of a CBRE Phase 1 Facility shall not be replaced.

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5. Applications for queued CBRE Phase 1 Facilities may be resubmitted at no additional cost in Phase 2.
6. Additional fees and deposit required from Subscriber Organizations in addition to the Application processing fee shall include:
  - a. Any applicable interconnection fees, costs and expenses necessary to interconnect the CBRE Phase 1 Facility to the system grid; and
  - b. A \$5/kW AC Program Administration Fee, assessed annually commencing on the first day of the month immediately succeeding the date of initial commercial operations for any CBRE Phase 1 Facility.
7. "Unsubscribed energy" is CBRE Phase 1 Facility output that is not associated with any Subscriber subscription and therefore not allocated to a Subscriber. The following shall be effective six months from the date of initial commercial operations. Compensation for unsubscribed energy shall be as follows:
  - a. For any Facility with more than 15 percent unsubscribed energy, the compensation for the Unsubscribed energy for that month shall be discounted by the percentage of energy that is unsubscribed.
  - b. Unsubscribed capacity shall be calculated at the end of the month and applied retroactively to the CBRE Phase 1 Facility when calculating that month's prior unsubscribed credits.

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8. A Subscriber Organization shall be required to have a minimum of four individual Subscribers per CBRE Phase 1 Facility at all times. For a period of six (6) months following commercial operations, the Subscriber Organization shall incur no penalty if it should fall below this minimum number of Subscribers. Effective after six (6) months of commercial operations, the following shall be placed into effect for the remainder of the term of the Subscriber Organization's Facility:
  - a. For any Facility which does not have the minimum four (4) individual Subscribers for six (6) consecutive months, , the Subscriber Organization's compensation for energy delivered in the next month shall be reduced by 50%.
  - b. If the Subscriber Organization's unsubscribed energy is also greater than 15% in such month, the compensation for energy delivered in that month shall be reduced by a percentage equal to the higher of (1) 50% or (2) the percentage of unsubscribed energy for that month.
9. Subscriber Organizations notification of a Subscriber's purchase or lease of a subscription shall be Subscriber Organization's representation and warranty that the Subscriber Organization has executed a Subscriber Agreement with the Subscriber and provided a completed Disclosure Checklist executed by the Subscriber that is attached to the Subscriber Agreement for such Subscriber. The Administrator, IO or the Commission may request copies of all Subscriber Agreements and/or Disclosure Checklists completed by the Subscriber Organization with its Subscribers at any time during the term of the Subscriber Organization's Facility.
10. The Company may, but shall not be required to, confirm that the Subscribers submitted by the Subscriber Organization are qualified pursuant to Section A above for participation in the CBRE Phase 1 Program. If any Subscribers are not qualified or are not purchasing an interest within the allowed limits set out in Section B above, then the Subscribers shall not be accepted into Phase 1 of the CBRE Program and the Company shall notify the Subscriber Organization of all disqualified Subscribers and remove them from the roster of that Subscriber Organization's list of Subscribers.

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E. CAPACITY ALLOCATION

1. Phase 1 capacity allocation is for “Standard” CBRE Facilities, which are defined as all CBRE Facilities that are developed, owned, or operated by a third party.
2. Only solar photovoltaic facilities shall be allowed in Phase 1.
3. The capacity allocation in Phase 1 shall be 1.0 MW for Maui Electric-Maui Division, 0.5 MW for Maui Electric-Moloka‘i Division, and 0.5 MW for Maui Electric-Lana‘i Division.

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F. COMMUNICATIONS AND CONTROLLABILITY

1. The Facility shall include a telemetry and control interface which allows the Company to remotely measure, monitor, evaluate and verify technical compliance, CBRE Facility performance, and power quality and, if necessary, control the CBRE Facility (“Communication and Controls”). The acceptable method(s) of implementing the Communication and Control requirements will be specified by the Company. Monitoring will be performed by system dispatchers or operators at the Company’s control center.
2. For CBRE Facilities with an aggregate capacity greater than or equal to 250 kW, computerized supervisory control shall be required, and include monitoring of: (a) gross generation by the CBRE Facility; (b) feedback of Watts, Vars, WattHours, current and voltage; (c) Vars furnished by the utility; (d) status of the interrupting device; and (e) if available, monitoring of: frequency (Hertz). In addition, the supervisory control will allow the utility to trip the interrupting device pursuant to the terms of an interconnection agreement (“Interconnection Agreement”) between the Subscriber Organization and the Company, attached hereto as Appendix III.
3. For CBRE Facilities with an aggregate capacity less than 250 kW shall comply with the Communication and Control requirements stated in Section F.2 above, or in the alternative, upon Company approval, may implement Communication and Control through cellular or comparable technology, and include monitoring of: (a) gross generation by the CBRE Facility; (b) feedback of Watts, Vars, WattHours, current and voltage; and (c) if available, monitoring of: connection status of the CBRE Facility, frequency (Hertz). In addition, the cellular or comparable technology control will allow the utility to trip the CBRE Facility pursuant to the terms of the Interconnection Agreement.

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G. INTERCONNECTION

1. All CBRE Phase 1 Facilities shall be designed to interconnect and operate in parallel with the Company's system without adversely affecting the operations of its customers and without presenting safety hazards to the Company's or other customers' personnel. Such Facilities and the interconnection systems shall be in compliance with all applicable safety and performance standards of the National Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the Company's interconnection standards and procedures provided in Rule No. 14H, and Rule No. 19, as amended from time to time, and also subject to any other requirements as may be specified in the Interconnection Agreement or the standard form contract ("Standard Form Contract" or "SFC"), attached here to as Appendix IV).
2. CBRE Phase 1 Facilities shall have priority for available hosting capacity on a particular circuit over projects planned for that particular circuit that have not commenced its technical review process.
3. CBRE Phase 1 Facilities interconnected at the Distribution Level<sup>1</sup> that are selected shall follow the applicable Rule No. 14H interconnection process at the time of interconnection.
4. CBRE Phase 1 Facilities interconnecting at the Sub-Transmission and Transmission levels shall follow the interconnection process applicable to their Facilities at the time of interconnection.
5. Each CBRE Phase 1 Facility shall have one interconnection point and suitable metering equipment to measure the energy output and data required for calculation of Compensable Curtailment (as defined in the SFC) of the CBRE Phase 1 Facility.

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<sup>1</sup> Distribution system (Level) is defined as interconnection to electrical wires, equipment, and other facilities at the distribution voltage levels (such as 25kV (Hawaiian Electric only), 12kV, or 4kV) owned or provided by the Company, through which the utility provides electrical service to its customers.

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H. MICROGRIDS

1. Capitalized terms used in this section are as defined in Rule No. 30, Microgrid Services Tariff.
2. During Grid-Connected Mode, the Microgrid will be operated in parallel with the Company's System.
3. A Customer may operate its Generating Facility as part of a Customer Microgrid or be a participant in a Hybrid Microgrid.
4. A Customer who intends to operate its Generating Facility within a Customer Microgrid, or as a participant in a Hybrid Microgrid, shall notify the Company in its application through the Customer Interconnection Tool.
5. A Customer who operates its Generating Facility as part of a Microgrid after obtaining interconnection approval from the Company shall update its application through the Customer Interconnection Tool. Such notification and revision shall satisfy the Customer's notice requirements set forth in Tariff Rule 3B (Change in Customer's Equipment or Operations).
6. Customer Microgrids and Hybrid Microgrid Participants shall comply with the requirements of Rule No. 30, Microgrid Services Tariff, including Section H, Microgrid Operation.

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Docket No. 2018-01-63 Decision and Order No. 37786; Filed May 17, 2021.  
Transmittal Letter dated May 27, 2021

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I. CBRE PROGRAM FACILITY SUBSCRIBER ORGANIZATION AGREEMENTS

1. Successful Subscriber Organizations (completed application process and is offered CBRE Program capacity) shall execute the SFC and Interconnection Agreement with the Company.
2. The SFC and Interconnection Agreement shall remain in effect for the Term set forth therein.
3. Subscriber Organizations shall pay fees as described in Sections D.2 and D.6 above.
4. Subscriber Organizations shall ensure CBRE Facilities are built within the specific number of months as specified in the SFC.
5. Subscriber Organizations are responsible for their own operation and maintenance of their facility to ensure the facility meets agreed performance warranties, per terms and conditions set forth in the Interconnection Agreement and Tariff Rule 14H.
6. Electric energy delivered to the Subscriber Organization by the Company shall be billed under the Company's applicable rate schedule. Electric energy delivered to the Subscriber Organization by the Company shall be metered separately from the electric energy delivered by the Subscriber Organization to the Company, either by use of multiple meters or a meter capable of separately recording the inflow and outflow of electricity. Electric energy generated by the CBRE Phase 1 Facility shall not be used to offset electric energy needs of the Facility itself so as to maximize the output of the Facility and the corresponding bill credits of the Subscribers to such Facility. Subscriber Organization will calculate and will be responsible for the accuracy of the Subscriber's monthly credit. The Subscriber's monthly credit will be provided by the Subscriber Organization to the Company in dollars, per Section C.4, no later than seven days after the end of each calendar month.

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J. ALLOWED CBRE FACILITY DEVELOPMENT TIMEFRAME

1. **Pre-Execution Requirements:** Prior to execution of the SFC and Interconnection Agreement, CBRE Facilities must comply with the requirements of this CBRE Tariff and prove that the CBRE Facility is “shovel-ready” and actively progressing towards completion. Company shall issue a written notice to the Subscriber Organization that will list all documentation that is required from the Subscriber Organization and/or any action that must be taken by the Subscriber Organization in order to comply with the CBRE Tariff. Unless otherwise expressly specified in an existing tariff, the Subscriber Organization shall have fifteen (15) business days from the date of such notice to submit the required documentation and/or provide evidence that the required action has been completed.
2. **Commercial Operations Date:** CBRE Phase 1 Facilities must be placed into operation within the timeframe specified in the SFC and measured from the Execution Date of the SFC. After completion of required testing by the Company, a Subscriber Organization will be permitted to commence commercial operations as of the first (1<sup>st</sup>) day of the month immediately following the Company’s acceptance of the CBRE Phase 1 Facility.

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3. Removal of CBRE Facility from CBRE Program and Termination:
  - a. Failure To Meet Pre-Execution Requirements or Post-Execution Requirements: Should a Subscriber Organization fail to comply with pre-execution (before execution of the Interconnection Agreement or SFC) requirements, the Subscriber Organization's Facility shall be subject to removal from the CBRE Program. Should a Subscriber Organization fail to meet post-execution requirements specified in the SFC or the Interconnection Agreement, the SFC and the Interconnection Agreement shall be subject to termination in accordance with the terms of the SFC, the Interconnection Agreement (as applicable) and this tariff rule. Company, with concurrence of the IO, shall notify the Subscriber Organization when a requirement has been missed or defaulted upon (after any applicable cure period) in accordance with the notice provisions under the SFC or the Interconnection Agreement. The Subscriber Organization shall have five (5) business days to provide proof that the Company and IO's determination was in error. If no response is received or if the proof is deemed insufficient by the Company and IO, the Subscriber Organization's Facility in question may be removed from the CBRE Program or the SFC and Interconnection Agreement may be terminated, as may be applicable, with notice to the Subscriber Organization, which termination shall be effective no earlier than thirty (30) days after such notice. Company shall provide a copy of such notice of termination to all Subscribers of such facility, the IO and the PUC. Concurrence of both the Company and the IO shall be required before a CBRE Facility can be removed from the CBRE Program or an SFC and Interconnection Agreement can be terminated. Upon removal of a CBRE Facility from the CBRE Program or termination of an SFC and Interconnection Agreement, any fees and security deposits paid to the Company by the Subscriber Organization for such Facility shall be forfeited.
  - b. Failure To Meet Commercial Operation Date: Should a Subscriber Organization fail to place a CBRE Phase 1 Facility into operation within the timeframe specified in the SFC, the SFC (and Interconnection Agreement) may be terminated and any fees and security deposits paid to the Company by the Subscriber Organization will be forfeited all as specified in the SFC. If terminated by the Company, Subscriber Organization shall not retain its capacity and/or queue space in the CBRE Program once terminated. If the Subscriber Organization subsequently wishes to complete its CBRE Phase 1 Facility, the Subscriber Organization will be required to re-apply to be a Subscriber Organization under these tariff rules, subject to all requirements herein, including capacity limitations and payment of fees.

MAUI ELECTRIC COMPANY, LIMITED

Rule No. 26 - Continued  
COMMUNITY-BASED RENEWABLE ENERGY PROGRAM  
PHASE 1

4. Extensions For Good Cause: When extraordinary circumstances exist that may cause a Subscriber Organization to miss a pre-execution requirement, post-execution milestone or delay the completion of a CBRE Facility within the allowed Facility development timeframe, the Subscriber Organization may request an extension, not to exceed 90 days, of the applicable deadline. All requests for extensions must be made at the time of the event that necessitated the need for an extension. The Company and the IO may each unilaterally approve a request for an extension. A request for an extension may only be rejected by the joint approval of the Company and IO. To the extent that any delays are caused by the Company, a day-for-day extension of time for the period of the delay shall be granted to the affected CBRE Facility to comply with the applicable deadline.
5. Commission Oversight. The Commission shall have ultimate oversight over the CBRE Phase 1 Program. Material disputes unresolved after consultation with the IO may be presented to the Commission for review and the Commission may issue guidance and/or orders to resolve such disputes consistent with these tariff rules.

MAUI ELECTRIC COMPANY, LIMITED

Docket No. 2018-01-63 Decision and Order No. 37786; Filed May 17, 2021.  
Transmittal Letter dated May 27, 2021.

**APPENDIX I**

**SUBSCRIBER AGENCY AGREEMENT  
AND  
CONSENT FORM**

The undersigned ("Subscriber") has a Subscription to the following CBRE Project:

**CBRE Project Name:**

\_\_\_\_\_

**CBRE Project Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Subscriber Organization:**

\_\_\_\_\_

**CBRE Project contact information for Subscriber  
questions and complaints:  
Address (if different from above):**

\_\_\_\_\_  
\_\_\_\_\_

Telephone number :

\_\_\_\_\_

Email address:

\_\_\_\_\_

Web Site URL:

\_\_\_\_\_

Fax:

\_\_\_\_\_

**Subscriber Service Address where receiving  
electrical service from Hawaiian Electric Company:**

**Subscriber Name:**

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Subscriber's Account Number with Hawaiian  
Electric Company:**

\_\_\_\_\_

**Subscriber Mailing Address (if different from above:**

\_\_\_\_\_  
\_\_\_\_\_

**Hawaiian Electric Company Contact Information**

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

MAUI ELECTRIC COMPANY, LIMITED

Order No. 35560; Filed June 29, 2018,  
Transmittal Letter dated July 10, 2018.

By signing this Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. Assignment of Energy and Capacity, Environmental Credits. The Subscriber agrees that the Subscriber Organization has authority to assign all energy produced and capacity associated with the renewable energy system at the CBRE Project to Hawaiian Electric Company, Maui Electric Company, Limited or Hawai'i Electric Light Company, Inc., as applicable (the "Company"), and the Subscriber agrees that all energy produced, and capacity associated with the Subscriber's share of the renewable energy system at the CBRE Project shall belong to Company. The Subscriber also agrees that the Subscriber Organization has authority to assign all Environmental Credits<sup>1</sup> associated with the renewable energy system at the CBRE Project to Company, and that if the CBRE Project or a person or entity on its behalf has assigned the Environmental Credits to Company, then all Environmental Credits associated with the Subscriber's share of the renewable energy system at the CBRE Project shall belong to Company.
2. Tax Implications. The Subscriber Organization has provided the Subscriber with a statement that Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the CBRE Project.
3. Subscriber recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Subscriber Organization's control.
4. Information Sharing. Participating in the CBRE Program will require sharing Subscriber's Account Information (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s) and Subscriber's Energy Usage Data (data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the CBRE Project). The following outlines the type of information that will be shared, and how that information will be used.
  - a. Subscriber's Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Company to provide the Subscriber Organization (and the Subscriber Organization's designated subcontractors and agents) with the Subscriber's Account Information and Subscriber's Energy Usage Data as described in Section 4 above. This information is needed to allow the Subscriber Organization determine the extent to which the Subscriber is entitled to participate in the CBRE Project, and to validate the amount of the Bill Credits to be provided by Company to the Subscriber. The current data privacy commitments of Company applicable to its CBRE Program provided to the Subscriber by the Subscriber Organization are attached as Exhibit 1 of this Subscriber Agency Agreement and Consent Form. These privacy commitments include definitions of "Subscriber's Account Information" and "Subscriber's Energy Usage Data."
  - b. Subscriber's Subscription Information. The Subscriber authorizes the Subscriber Organization to provide information to Company identifying the Subscriber (with the Subscriber's name, service address, and account number) and detailing the Subscriber's proportional share in kilowatts of the CBRE Project and to provide additional updates of this

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Order No. 35560; Filed June 29, 2018,  
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<sup>1</sup> "Environmental Credits" means any environmental credit, offset, or other benefit allocated, assigned or otherwise awarded by any city, state or federal governmental agency or court, international agency, or non-governmental renewable energy certificate accounting and verification organization to Company or Subscriber Organization based in whole or in part on the fact that the PV System is a non-fossil fuel facility.

information to Company as circumstances change. This information is needed to allow Company to properly apply Bill Credits for the photovoltaic energy generated by the CBRE Project. Also, this information is needed to allow Company to send to the Subscriber notices or other correspondence pertaining to their involvement in the CBRE Program.

- c. Aggregated Information. Aggregated information concerning production at the CBRE Project may be publicly disclosed to support regulatory oversight of the CBRE Program. This includes annual reports available to the public related to specific CBRE Projects, including but not limited to production from the CBRE Projects; size, location and the type of CBRE Project subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the CBRE Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the CBRE Project. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The policies of the Company related to sharing aggregated information are part of the data privacy commitments contained in the attached Exhibit 1 of this CBRE Subscriber Agency Agreement and Consent Form.
- d. Information Requests from the PUC or CA or other governmental agencies. The Subscriber agrees that the Subscriber Organization and the Company are authorized to provide any information they possess related to the Subscriber or the Subscriber's participation in the CBRE Project to:
- (i) the Hawaii Public Utilities Commission (PUC) or the State of Hawaii Division of Consumer Advocacy (CA), provided that if such disclosure includes personally identifiable information of the Subscriber, such disclosure shall be made under an applicable protective order to maintain the confidentiality of such information (This information is needed to allow proper regulatory oversight of the Company and of the CBRE Program); and
  - (ii) Other governmental agencies under exigent circumstances provided for in the Company privacy policy.
- e. Liability Release. While the Company requires the Subscriber Organization to implement appropriate data security measures, the Company shall not be responsible for monitoring or taking any steps to ensure that the Subscriber Organization maintains the confidentiality of the Subscriber's Account Information, the Subscriber's Energy Usage or the Bill Credits received pertaining to the Subscriber's participation in the CBRE Project. However, the Company shall remain liable for its own inappropriate release of Subscriber's Account Information and Subscriber's Energy Use Data in accordance with existing tariff rules.
- f. Duration of Consent. The Subscriber's consent to this information sharing shall be ongoing for the Term of the Contract between the Subscriber Organization and Company, or until the Subscriber no longer has a Subscription to the CBRE Project and the Subscriber Organization notifies Company of this fact. Provided, however, the Subscriber's consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the CBRE Project.
- g. Successor or Assigns. This Subscriber Agency Agreement and Consent Form shall apply fully to and inure to the benefit of Subscriber Organization and all subsequent successors or

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assigns, and to Company and all of its subsequent successors or assigns, without the need for Subscriber's consent.

- h. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the Company and/or the PUC. Company shall file necessary revisions to its tariffs and contracts within a reasonable time after such Order.

5. Subscriber Disclosures.

- a. Customer data can provide insight into activities within the premise receiving utility service. Company may not disclose customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by regulations. Any such permitted disclosure shall be in accordance with policies relating to the sharing of customer data which may be found in the Company's privacy policy.
- b. Not authorizing disclosure will not affect utility service, but will impact a proposed Subscriber's ability to participate in the CBRE program.
- c. Subscribers may access their standard customer data from Company without any additional charge.
- d. Company will have no control over the data disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.
- e. In addition to the Subscriber data described above, the data recipient may also receive the following from Company: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Company will not provide any other information, including information such as your Social Security Number or any financial account number to the data recipient through this consent form.
- f. For additional information, including the Company privacy policy that applies to Company, visit: [www.hawaiianelectric.com](http://www.hawaiianelectric.com).

The Subscriber, by executing below, hereby agrees to the terms of this Subscriber Agency Agreement and Consent Form as of the date filled in below.

Subscriber's Name: \_\_\_\_\_

Subscriber's Signature: \_\_\_\_\_

Print or Type name and  
Title of signatory if  
Subscriber is a corporation  
or unit of government: \_\_\_\_\_

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

MAUI ELECTRIC COMPANY, LIMITED

Order No. 35560; Filed June 29, 2018,  
Transmittal Letter dated July 10, 2018.

**EXHIBIT 1**

**TO**

**SUBSCRIBER AGENCY AGREEMENT AND CONSENT FORM**

**Data Privacy Commitments of Hawaiian Electric Companies Pertaining to  
the CBRE Program**

The following data privacy commitments of the Hawaiian Electric Companies pertaining to the CBRE Program are as follows and may be changed from time to time by the Company:

**Definitions**

Unless indicated otherwise, the same definition and meaning of terms in this document are the same as contained in the Standard Form Contract for CBRE. For ease of reference, here are some of the specific definitions:

"Company" or "Hawaiian Electric Companies" means, individually or collectively, as applicable, Hawaiian Electric Company, Maui Electric Company, Ltd., Hawaii Electric Light Corporation, Inc., each a Hawaii corporation, and its affiliates and agents.

"Subscribed Energy" means electricity generated by the PV System attributable to the Subscribers' Subscriptions and delivered to the Company at the Production Meter on or after the Commercial Operations Date.

"Subscriber" means a retail customer of the Company who owns a Subscription of a CBRE Project interconnected with the Company.

"Subscriber Organization" means the organization whose purpose is to operate or otherwise manage the CBRE Project for its Subscribers.

"Subscriber's Account Information" consists of the Subscriber's name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

"Subscriber's Energy Usage Data" means data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the CBRE Project.

**Overview**

This section addresses how Subscriber's Account Information and Subscriber's Energy Usage Data will be collected, used and shared as part of participation in the CBRE Program.

1. **How Subscriber's Account Information and Energy Usage Data Will Be Exchanged**

a. Subscriber Specific Information

Once a Subscriber has executed a Subscriber Agency Agreement and Consent Form, an ongoing data exchange will occur between the Company and a Subscriber Organization (and their designated subcontractors and agents):

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- (i) The Company will disclose the following Subscriber-specific information to the Subscriber Organization:
  - Subscriber's Account Information
  - Subscriber's Energy Usage Data
  - Bill credits
  
- (ii) The Subscriber Organization will disclose to the Company the following Subscriber-specific information:
  - Subscriber's Account Information
  - Subscriber Allocation for each Subscriber's Subscription stated in kW or percentage of the name plate capacity of the PV System
  - Production data related to the PV System
  - Monthly Subscription Information

b. Aggregated and Anonymized Subscriber Information

Aggregated Subscriber information will be reported as part of Permitted Public Reporting, outlined in Section 2(b) below.

To be considered "aggregated" the reported information must include information attributable to all Subscribers participating in a specific CBRE Project, which based on program requirements will contain a minimum of five Subscribers. Depending on the nature of the aggregated information, however, from this information alone or in combination with other publicly available information it may still be possible to infer the amount of production attributed to individual Subscribers to the CBRE Project.

Company may also disclose anonymized data relating to the CBRE Program as specified in the Company privacy policy.

2. **How Subscriber's Information Will Be Used**

The following outlines how the Subscriber's Account Information and Subscriber Energy Usage Data will be used as part of the CBRE Program.

a. Program Management

As part of administering the CBRE program, the Subscriber Organization or the Company may provide information related to the Subscriber and/or the CBRE Project to:

- the PUC
- the State of Hawaii Division of Consumer Advocacy ("CA")
- Other governmental or private entities as required by law or regulation

Additionally, as part of administering the CBRE Program, the Company may share Subscriber's Account Information and Subscriber's Energy Usage Data to service providers, agents, or contracted agents who support the program on its behalf. The Company prohibits these service providers from using or disclosing the Subscriber's information except as necessary to perform these specific services or to comply with legal requirements. More information about the Company's general privacy practices is explained in its Privacy Policy available on [www.hawaiianelectric.com](http://www.hawaiianelectric.com).

b. Permitted Public Reporting

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The Subscriber's Energy Usage Data of each participating Subscriber to a CBRE Project will be combined and may be reported in the aggregate by the Subscriber Organization to the PUC or CA as may be requested or in the Biannual Status Report required under the CBRE Framework. The identity of specific Subscribers, the specific Subscriber's Account Information, Subscriber's Energy Usage Data and Subscriber-specific Bill Credit will not be listed in any public report unless the Subscriber has provided the Subscriber Organization with prior written consent.

Per the requirements of the PUC, the Company will provide to the PUC reports, including the Biannual Status Report, which will include information or data requested by the PUC, including the following:

- Total nameplate capacity (kW DC) and the total output capacity (kW AC) of CBRE facilities installed within the electric utility's territory;
- Total kWh for each of the CBRE facilities on an hourly and monthly basis;
- Type and costs for any grid infrastructure upgrades;
- All Administrator costs pertaining to the CBRE Program (operating and capital expenses);
- CBRE facility design details (e.g. project location, equipment list, interconnection requirements);
- Subscription and Subscriber information (e.g. fees, subscription size, rates, terms, customer class, annual usage, average bill, household income or LMI designation, estimated annual bill savings or additional costs, subscriber turnover statistics);
- Participation data from the Administrators;
- Marketing materials and techniques employed to encourage participation by LMI and other customers; and
- Any other information requested by the PUC

c. Prohibited Reporting or Sharing

Except as otherwise provided in this document or the Company privacy policy, the Company will not disclose the Subscriber's Account Information, Subscriber's Energy Usage Data or Subscriber-specific Bill Credits to a third party without first obtaining the Subscriber's written consent.

Any requests by the Subscriber Organization to the Company for information about a Subscriber that is not Subscriber's Account Information or Subscriber's Energy Usage Data will require execution of a separate written consent by the Subscriber. Notwithstanding the previous statement, the Company will not provide the Subscriber Organization with the Subscriber's Social Security Number unless directed to do so by the PUC or compelled by law or regulation or under exigent circumstances provided for in the Company privacy policy.

### 3. Subscriber Data Access and Correction

The following outlines what information is available to the Subscriber from the Company and the Subscriber Organization, and methods of correcting any inaccuracies.

a. Information Available from the Company

Subscribers can contact the Company's call center to obtain information pertaining to their specific Bill Credit attributable to their participation in CBRE Program. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Subscriber Organization for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Subscriber Organization, unless such inaccuracies are caused by the Company .

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Subscribers may also obtain from the Company the following information related to the CBRE Program without obtaining written consent from the Subscriber Organization:

- CBRE Project Address
- Operator name
- Nameplate capacity
- Production data related to the PV system
- Bill Credit Rate and total amount of Bill Credits applied to the PV System
- Any other information pertaining to the Subscriber's Subscription

Other information regarding the Subscriber Organization known to the Company will not be disclosed to Subscriber unless the Subscriber obtains prior explicit informed consent from the Subscriber Organization or unless directed to do so by the PUC or compelled by law or regulation.

b. Information Available from the Subscriber Organization

Subscribers and prospective subscribers can contact the Subscriber Organization to obtain the following information:

- Future costs and benefits of the Subscription, including:
  - i. All nonrecurring (i.e., one-time) charges;
  - ii. All recurring charges;
  - iii. Terms and conditions of service;
  - iv. Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;
  - v. Whether the Subscriber may be required to sign a term contract;
  - vi. Terms and conditions for early termination;
  - vii. Any penalties that the CBRE Project may charge to the Subscriber;
  - viii. The process for unsubscribing and any associated costs;
  - ix. An explanation of the Subscriber data the Subscriber Organization will share with the Company and that Company will share with the Subscriber Organization;
  - x. The data privacy policies of the Company and of the Subscriber Organization;
  - xi. The method of providing notice to Subscribers when the CBRE Project is out of service, including notice of estimated length and loss of production;
  - xii. Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;

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- xiii. Allocation of unsubscribed production; and
- xiv. A statement that the Subscriber Organization is solely responsible for resolving any disputes with Company or the Subscriber about the accuracy of the CBRE Project production and that the Company is solely responsible for resolving any disputes with the Subscriber about the applicable Credit Rate used to determine the amount of the Bill Credit.
  - Copy of the contract with Company for the CBRE Program
  - Copy of the solar panel warranty
  - Description of the compensation to be paid for any underperformance
  - Proof of insurance
  - Proof of a long-term maintenance plan
  - Current production projections and a description of the methodology used to develop production projections
  - Subscriber Organization contact information for questions and complaints
  - Demonstration to the Subscriber by the Subscriber Organization that it has sufficient funds to operate and maintain the CBRE Program

The Subscriber Organization is solely responsible for the accuracy of the Subscriber's share of the CBRE Project production information forwarded to the Company, and should resolve with the Subscriber any dispute regarding the accuracy of such information.

Subscribers can submit comments to the Company on the accuracy and completeness of its biannual report by contacting the Company.

#### 4. **Data Retention**

The Company will retain the Subscriber's Account Information, Subscriber's Energy Usage Data and information on Bill Credits for as long as required under applicable agreements with Subscriber or Subscriber Organization or under applicable law. Such data may thereafter be deleted in accordance with such agreements, applicable law or Company data retention or other applicable policies.

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Appendix II

Disclosure Checklist

**Community Based Renewable Energy (CBRE) Phase 1 Program  
Subscriber Organization Disclosure Checklist**

This disclosure checklist is intended to enable potential Subscribers in the service territories of Hawaiian Electric, Maui Electric, and/or Hawai'i Electric Light to clearly understand where (and whether) a given Subscriber Organization ("SO") discloses the below-listed relevant terms and conditions in its Subscriber Agreement as required by the CBRE Framework.<sup>1</sup>

Each SO shall complete this Disclosure Checklist with the page number and/or section reference in its Subscriber Agreement indicating where the stated disclosure or disclaimer is found in the Subscriber Agreement. SO's initial beside each Disclosure described in this Checklist shall serve as the SO's warranty to the Subscriber that the subject of the Disclosure is present in the Subscriber Agreement.

SO Initials	Disclosure Description	Page # in Agreement	Subscriber Confirmed Initials
<b>FUTURE COSTS AND BENEFITS OF THE SUBSCRIPTION (Section 4.4.1 of the CBRE Framework)</b>			
	Production projections and a description of the methodology used to develop production projections		
	Bill savings and added cost projections and a description of the methodology used to develop bill projections		
	All nonrecurring (i.e., one-time) charges		
	All recurring charges and any escalation rate associated with those charges		
	Terms and conditions of service		
	Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber		

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<sup>1</sup> On December 22, 2017, the State of Hawaii Public Utilities Commission("Commission") issued Order No. 35137 in Docket No. 2015-0389 approving a CBRE Framework ("Order 35137"). Order 35137 requires SOs to submit an executed CBRE Disclosure Checklist with the Subscriber Agreement for each subscriber.

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SO Initials	Disclosure Description	Page # in Agreement	Subscriber Confirmed Initials
	Whether the Subscriber is required to sign a term contract		
	Terms and conditions for early termination		
	Any penalties that the CBRE SO and/or Owner may charge to the Subscriber		
	The process for unsubscribing or transferring subscriptions and any associated costs		
<b>DISCLAIMERS (Section 4.4.2 of the CBRE Framework)</b>			
	Data privacy policies of SO and/or Owner		
	Description of circumstances and method of notice Subscribers will be issued when the CBRE Facility is out of service, including notice of estimated length and loss of production		
	Assurances that all installations, upgrades and repairs will be under direct supervision of a qualified professional and that maintenance will be performed according to industry standards, including the recommendation of the manufacturers of solar panels and other operational components		
	SO statement regarding allocation of unsubscribed production		
	Statement that SO and/or Owner is solely responsible for resolving any disputes with Hawaiian Electric, Maui Electric, or Hawai'i Electric Light (as applicable) or the Subscriber about the accuracy of the CBRE Facility production		
	Statement that Hawaiian Electric, Maui Electric, or Hawai'i Electric Light (as applicable) is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the bill credit		
	How to obtain a copy of the SO's Standard Form Contract with Hawaiian Electric, Maui Electric, or Hawai'i Electric Light (as applicable) for the CBRE Phase 1 Program		
	How to obtain a copy of the solar panel, inverter, and/or any other core component's warranty		
	Definition of underperformance and a description of the compensation to be paid by the Subscriber Organization for any underperformance (i.e., an output guarantee)		



SO Initials	Disclosure Description	Page # in Agreement	Subscriber Confirmed Initials
	Disclosure of the type and level of insurance, and what insurance benefits protect Subscribers		
	Proof and description of a long-term maintenance plan including which services the plan includes (module or inverter failures, etc.)		
	SO and/or Owner contact information for questions and complaints and agreement to update and notify the subscriber if ownership changes hands		
<b>SUBSCRIBER AGREEMENT REQUIREMENTS (Section 5.4 of the CBRE Framework)</b>			
	Credit Rate and Calculation		
	Bill Credit mechanism and timing, including credits for delivered energy and curtailed energy (compensable curtailment) and circumstances where there would be no compensation for certain curtailed energy events		
	Tax and Securities Implications		
	Proof of a SO escrow account established including (1) what fees/payments are deposited into such account, i.e., pre-development fees or deposits, and (2) how the funds may be released to the SO (upon Commercial Operations) or refunded to the Subscriber		
	No transfer fee of subscription interest if a Subscriber moves within the same service territory or transfer involves a change of name without any change in the account or meter		
	No downsizing fees within six months of CBRE program enrollment		
	Transparency of all Costs and Contractual Requirements		
	Subscription limitations (i.e., maximum and minimum kW interest per Subscriber)		
	Proof of Surety bond, financial guarantee, or letter of credit for the benefit of Subscribers and the circumstances under which Subscribers may make claims to such recoupment mechanisms		
	SO notification requirements to Subscribers regarding project changes, development status, and operational updates		
	Statement that the Commission and Hawaiian Electric, Maui Electric, or Hawai'i Electric Light (as applicable) make no		

SO Initials	Disclosure Description	Page # in Agreement	Subscriber Confirmed Initials
	warranty or representation concerning potential implications, if any, of federal or state tax, securities, or other laws.		
<b>ADDITIONAL DISCLOSURES (Section 5.5 of the CBRE Framework)</b>			
	Payment schedule (\$/month) with preset repurchase/resale price for the lifetime of the Agreement for a Subscriber		
	Minimum transfer level of the selling Subscriber's ownership is at least 50%.		
	Subscriber has the right to sell either a portion or the entirety of the Subscriber's subscription back to SO		
	SO must buy back the Subscriber's interest upon request in accordance with the preset repurchase/resale price schedule within 30 days		
<b>CBRE SUBSCRIBER BILL OF RIGHTS</b>			
	Covenant by SO to Subscriber that it will adhere to the State of Hawaii's Division of Consumer Advocacy "CBRE Subscriber Bill of Rights" and provide a copy of such to the Subscriber		

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**APPENDIX III**  
**COMMUNITY-BASED RENEWABLE ENERGY PROGRAM**  
**INTERCONNECTION AGREEMENT**

**(3 MW or less)**

This Community-Based Renewable Energy Program Interconnection Agreement (3 MW or less) (“Agreement”) is made by and between [Hawaiian Electric Company, Inc., Maui Electric Company, Ltd., Hawai‘i Electric Light Company, Inc.] (“Company”), and \_\_\_\_\_ (“Subscriber Organization”), and is made, effective and binding as of \_\_\_\_\_ (“Effective Date”). Company and Subscriber Organization may be referred to individually as a “Party” and collectively as the “Parties”.

**WHEREAS**, Company is an operating electric public utility subject to the Hawai‘i Public Utilities Law, Hawaii Revised Statutes, Chapter 269, and the rules and regulations of the Hawai‘i Public Utilities Commission (“Commission”); and

**WHEREAS**, Subscriber Organization is an “approved Subscriber Organization,” as defined in the Company’s Community-Based Renewable Energy (“CBRE”) Program Phase 1 Tariff (“CBRE Tariff”), intends to construct a Generating Facility (as defined in Section 4 below), that qualifies for the Company’s CBRE program (“CBRE Program”), and desires to interconnect and operate the Generating Facility in parallel with the Company’s electric system;

**NOW, THEREFORE**, in consideration of the premises and the respective promises herein, the Company and the Subscriber Organization hereby agree as follows:

1. **Notice and Disclaimer Regarding Future Rate and Tariff Modifications.** This Agreement shall, at all times, be subject to modification by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction. Without limiting the foregoing, Subscriber Organization expressly acknowledges the following:
  - (a) The CBRE Tariff is subject to modification by the Hawai‘i Public Utilities Commission (“Commission”).
  - (b) **Your Agreement and Generating Facility shall be subject to any future modifications ordered by the Commission. You agree to pay for any costs related to such Commission-ordered modifications.**

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND  
AND AGREE TO THE ABOVE NOTICE AND DISCLAIMER.**

2. **Effectiveness of Agreement.** This Agreement shall not be effective until approved and executed by each Party, i.e. upon the Effective Date. Subscriber Organization shall not interconnect and operate the Generating Facility in parallel with the Company’s system prior to approval and execution of this Agreement by the Company. Until this Agreement is effective, no Party shall have any legal obligations arising hereunder, express or implied, and any actions taken by a Party in reliance on the terms of this Agreement prior to the Effective Date shall be at that Party’s own risk.
3. **Term and Termination.** This Agreement shall become effective as of the date when both the Subscriber Organization and the Company have signed this Agreement. This Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
  - (a) The Parties agree in writing to terminate the Agreement; or

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- (b) The Subscriber Organization may terminate this Agreement at any time, by written notice to the Company, prior to completion of the final acceptance testing of the Generating Facility by the Company. Once the Generating Facility is operational, then 3(c) applies. Upon receipt of a cancellation notice, the Company shall take reasonable steps to minimize additional costs to the Subscriber Organization, where reasonably possible; or
- (c) Once the Generating Facility is operational, the Subscriber Organization may terminate this Agreement after 30 days written notice to the Company; or
- (d) Company may terminate this Agreement after 30 days written notice to the Subscriber Organization if:
  - (i) The Subscriber Organization fails to interconnect and operate the Generating Facility pursuant to the terms of this Agreement; or
  - (ii) The Subscriber Organization fails to take all corrective actions specified by the Company's written notice that the Generating Facility is out of compliance with the terms of this Agreement, within the timeframe set forth in such notice;

provided, that the Company has satisfied all notice and other requirements for such termination by the Company, as provided in Section I.3.a of the CBRE Tariff.

- 4. **Generating Facility Description.** For the purposes of this Agreement, the "Generating Facility" is defined as the equipment and devices, and associated appurtenances, owned by the Subscriber Organization, which produce electric energy for use by the Subscriber Organization and are to be interconnected and operated in parallel with the Company's system. The Generating Facility is identified in Exhibit A (Description of Generating Facility) and, if the Generating Facility is larger than 1 MW, also in Exhibit E (Provisions for Generating Facilities Larger than 1 MW).
- 5. **Scope of Agreement.** The Parties understand and agree that this Agreement applies only to the operation of the Generating Facility described in Exhibit A and, if applicable, Exhibit E.
- 6. **Parallel Operation.** For Generating Facilities 1 MW or smaller, Company shall allow Subscriber Organization to interconnect and operate the Generating Facility in parallel with the Company's distribution system in accordance with the terms and conditions of this Agreement, the Standard Form Contract for Hawai'i Community Based Renewable Energy – Phase One between Subscriber Organization and Company, attached as Appendix IV to the CBRE Tariff ("SFC"), and Company Rule 14, Paragraph H (Interconnection of Distributed Generating Facilities Operating in Parallel With The Company's Electric System) ("Rule 14H") provided that the Company determines that all applicable requirements and conditions of this Agreement, the SFC, the CBRE Tariff and Rule 14H have been satisfied. For Generating Facilities larger than 1 MW, the additional provisions in Exhibit E to this Agreement shall also apply. To the extent the provisions of Exhibit E conflict with Rule 14H or other provisions in this Agreement, the provisions of Exhibit E shall apply to Generating Facilities larger than 1 MW.
- 7. **Permits and Licenses.** Subscriber Organization shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain at its expense, and maintain any required governmental authorizations and/or permits for the construction and operation of the Generating Facility.
- 8. **Installation.**
  - (a) Design, installation, operation and maintenance of the Generating Facility shall include control and protection equipment as specified by the Company, including but not limited to an automatic load-break device such as a circuit breaker or inverter and a manual disconnect that has a visible break or breaker with rack-out capability to isolate the Generating Facility from the Company's system. The

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manual disconnect device must be accessible by the Company and be capable of being locked by the Company in the open position, to establish working clearance for maintenance and repair work in accordance with the Company's safety rules and practices. The disconnect devices shall be furnished and installed by the Subscriber Organization and are to be connected between the Generating Facility and the Company's electric system. The disconnect devices shall be located in the immediate vicinity of the electric meter serving the Subscriber Organization. The manual disconnect device shall be, at a minimum, clearly labeled "Subscriber Organization System Disconnect". With permission of the Company, the disconnect devices may be located at an alternate location which is readily and safely accessible to the Company on a 24-hour basis. Such alternate location shall be clearly identified with signage placed in the immediate vicinity of the electric meter serving the Subscriber Organization.

- (b) The Subscriber Organization grants access to the Company to utilize the disconnect device, if needed. Company may enter premises where the Generating Facility is located, as permitted by law or tariff, for the following purposes: (1) to inspect Generating Facility's protective devices and read or test meter(s); and (2) to disconnect the Generating Facility and/or service to Subscriber Organization, whenever in Company's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, Company's facilities, or property of others from damage or interference caused by the Generating Facility, or the absence or failure of properly operating protective device.
- (c) Under no circumstances shall a Subscriber Organization interconnect and operate the Generating Facility in parallel with the Company's electric system without prior written approval by the Company.
- (d) Once the Generating Facility is interconnected to the Company's system, the Company reserves the right to require the installation of, or modifications to, equipment determined by the utility to be necessary to facilitate the delivery of reliable electric service to its customers, subject to the requirement that such installation or modification be consistent with applicable interconnection standards (e.g., Rule 14H). The Company shall provide a written explanation of the need for such installation or modification. Such installation or modification shall be made by mutual agreement of the Company and the Subscriber Organization. Any disputes related to this provision shall be resolved according to the dispute resolution process set forth below.
- (e) If the Generating Facility is a facility interconnecting at the Distribution Level, the Generating Facility shall follow the applicable Rule No. 14H interconnection process at the time of interconnection. If the Generating Facility is a facility interconnecting at the Sub-Transmission and Transmission levels, the Generating Facility shall follow the interconnection process applicable to such Generating Facility at the time of interconnection.
- (f) The Generating Facility must comply with the communications and controllability requirements set forth in Section F of the CBRE Tariff.

9. **Interconnection Facilities.**

- (a) **Subscriber Organization-Owned Interconnection Facilities.**
  - (1) The Subscriber Organization shall furnish, install, operate and maintain, at its cost, the interconnection facilities (such as circuit breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices and schemes) identified in Exhibit B (Subscriber Organization-Owned Generating Facility and Interconnection Facilities).
  - (2) The point of interconnection is shown on the single-line diagram and three-line diagram (provided by the Subscriber Organization and reviewed by the Company) which are attached to

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Exhibit B (Subscriber Organization-Owned Generating Facility and Interconnection Facilities). Pursuant to Company Rule 14H, Appendix I (Distributed Generating Facility Interconnection Standards Technical Requirements), Section 6.c (Review of Design Drawings), the Company must review and approve Subscriber Organization's single-line and three-line diagrams prior to Subscriber Organization constructing of the Generating Facility interconnection.

- (3) The Subscriber Organization agrees to test the Generating Facility, to maintain operating records, and to follow such operating procedures, as may be specified by the Company to protect the Company's system from damages resulting from the parallel operation of the Generating Facility, including such testing, records and operating procedures as more fully described in Exhibit C attached hereto for Generating Facilities 1 MW and smaller, and as also specified in Exhibit E attached hereto for Generating Facilities larger than 1 MW.
- (4) The Company may inspect the Generating Facility and Subscriber Organization's interconnection facilities.

(b) Company-Owned Interconnection Facilities.

- (1) The Company agrees to furnish, install, operate and maintain such interconnection facilities on its side of the point of interconnection with the Generating Facility as required for the parallel operation with the Generating Facility and more fully described in Exhibit C (Company-Owned Interconnection Facilities) attached hereto and made apart hereof ("Company Interconnection Facilities"). All Company Interconnection Facilities shall be the property of the Company. Where portions of the Company Interconnection Facilities are located on the Subscriber Organization's premises, the Subscriber Organization shall provide, at no expense to the Company, a suitable location for and access to all such equipment. If a 120/240 Volt power source or sources are required, the Subscriber Organization shall provide these at no expense to the Company.
- (2) The Subscriber Organization agrees to pay to the Company a non-refundable contribution for the Company's investment in the Company Interconnection Facilities described in Exhibit C (Company-Owned Interconnection Facilities), subject to the terms and conditions included in Exhibit C and to pay for other interconnection costs. The interconnection costs will not include the cost of an initial technical screening of the impact of the Generating Facility on the Company's system.
- (3) The Subscriber Organization shall provide an irrevocable standby letter of credit with no documentation requirement (i) in an amount not less than twenty-five percent (25%) of the total estimated costs for the Company Interconnection Facilities; and (ii) substantially in the form attached to this Agreement as Exhibit D (Form of Letter of Credit) from a bank or other financial institution located in the United States with a credit rating of "A-" or better. Such letter of credit shall remain in effect through the earlier of forty-five (45) days after the Commercial Operations Date, as such term is defined in the SFC, or seventy-five (75) days after the termination of this Agreement and true-up of any costs owed to Company. Subscriber Organization shall replenish the security amount to the level required under this Agreement (the "Security") within fifteen (15) business days after any draw on the Security by Company or any reduction in the value of Security below the required level for any other reason. In addition to any other remedy available to it, Company may, before or after termination of this Agreement, draw from the Security such amounts as are necessary to recover amounts Company is owed pursuant to this Agreement, the SFC and/or any other obligation of Subscriber Organization to Company under the Company's applicable electric service tariff,

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the CBRE Tariff or any other applicable law, regulation, rule ordinance or regulatory order. Any failure to draw upon the Security or other security for any amounts due Company shall not prejudice Company's rights to recover such amounts in any other manner.

If the letter of credit is not renewed or extended at least thirty (30) days prior to its expiration or earlier termination, Company shall have the right to draw immediately upon the full amount of the letter of credit and right (but not the obligation) to place the proceeds of such draw (the "L/C Proceeds"), at Subscriber Organization's cost, in an escrow account until and unless Subscriber Organization provides a satisfactory substitute letter of credit. If it so chooses, the Company will place the L/C Proceeds in an escrow account with a reputable escrow agent acceptable to Company ("Escrow Agent"). Thereafter, the Company shall have the right to apply the L/C Proceeds as necessary to recover amounts Company is owed. Company shall have the sole authority to draw from the account and Subscriber Organization shall have no rights to the L/C Proceeds. Upon full satisfaction of Subscriber Organization's obligations under this Contract, including recovery by Company of amounts owed to it, Company shall instruct the Escrow Agent to remit to the bank that issued the letter of credit that was the source of the L/C Proceeds the remaining balance (if any) of the L/C Proceeds. Any failure to draw upon the L/C Proceeds for any amounts due Company shall not prejudice Company's rights to recover such amounts in any other manner.

Promptly following the Commercial Operations Date, and the complete performance of all of Subscriber Organization's obligations under this Agreement and the SFC, including but not limited to the obligation to pay any and all amounts owed by Subscriber Organization to Company, Company shall release the Security (including any accumulated interest, if applicable) to Subscriber Organization.

10. **Dispute Resolution:** Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner. In the event a dispute arises under this Agreement, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, the Parties agree to submit the dispute to the Independent Observer for the CBRE Tariff. Pursuant to Section I.6. of the CBRE Tariff, material disputes unresolved after consultation with the Independent Observer may be presented to the Commission for review and the Commission may issue guidance and/or orders to resolve such disputes consistent with the CBRE Tariff.
11. **Continuity of Service.**
  - (a) The Company may require the Seller to temporarily curtail, interrupt or reduce deliveries of energy when necessary in order for the Company to construct, install, maintain, repair, replace, remove, investigate, test or inspect any of its equipment or any part of the Company System including, but not limited to, accommodating the installation and/or testing of non-utility owned facilities to the Company system; or if the Company determines that such curtailment, interruption or reduction is necessary because of an Emergency, Forced Outage (as such terms are defined in the SFC), operating conditions on its system; or the inability to accept deliveries of energy due to Excess Energy Conditions (as defined in the SFC); or if either the Generating Facility does not operate in compliance with good engineering and operating practices or acceptance of energy from the Seller by the Company would require the Company to operate the Company system outside of good engineering and operating practices which in this case shall include, but not be limited to, excessive system frequency fluctuations or excessive voltage deviations, and any situation that the Company system operator determines, at his or her sole discretion, could place in jeopardy system reliability.
  - (b) When the Company determines that curtailment of energy becomes necessary for excess energy, curtailments shall be made to the extent reasonably possible, after all other remotely curtailable energy

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- (c) resources. When Company determines that curtailment of energy becomes necessary for engineering and/or operating reasons that are directly attributable to the Generating Facility, or system conditions exist that require reduction of the Generating Facility for reliability and stability reasons, the curtailment order outlined in Section 11(c) below will not apply.
  - (d) The Generating Facility will be included in a group of solar projects designated as Phase 1 of the CBRE Program established by the Commission's Decision and Order No. 35137 in Docket No. 2015-0389 that Company will, to the extent possible, treat as a single "block" (designated for convenience of reference as "CBRE Phase 1 Curtailment Block") for purposes of implementing excess energy curtailment. When the Company is implementing excess energy curtailments, facilities included in the CBRE Phase 1 Curtailment Block shall be the last curtailed after all remotely curtailable facilities. Projects (such as photovoltaic net energy metering projects, feed-in tariff projects, etc.) that are allowed to be installed without remote curtailment controls and projects for which remote control is otherwise unavailable or inoperable will not be curtailed before the Generating Facility for excess energy.
  - (e) If the telemetry and control interface is unavailable, due to loss of communication link, remote terminal unit failure, or other event resulting in the loss of the remote control by Company, provision must be made for Subscriber Organization to be able to institute via local controls, within 30 minutes (or such other period as Company accepts in writing) of the verbal directive by the Company system operator, such raising and lowering of the curtailment limits as directed by the Company system operator. Due to timing considerations, this local instruction may not correlate to the remaining CBRE "block" controls.
  - (f) If all local and remote curtailment controls become unavailable or fail, the Generating Facility shall, without intentional delay, disconnect from the Company's system.
  - (g) If direct transfer trip is determined to be required, but is unavailable due to any reason, including loss of communication or equipment problems, provision must be made for the Subscriber Organization to trip the main circuit breaker.
  - (h) In the event that the Company initiates a curtailment event pursuant to this Agreement, Company shall not be obligated to accept any electric energy from the Generating Facility except for such electric energy that Company notifies the Subscriber Organization that it is able to take during the duration of a curtailment. The Company shall not be liable to the Subscriber Organization for any curtailments that are not a Compensable Curtailment Event (as defined in the SFC). The Subscriber Organization shall not override Company's curtailment. Company shall pay for Compensable Curtailment Events as provided in the SFC.
12. **Personnel and System Safety.** If at any time the Company determines, in its sole discretion, that the continued operation of the Generating Facility may endanger any person or property, the Company's electric system, or have an adverse effect on the safety or power quality of other customers, the Company shall have the right to curtail or disconnect the Generating Facility from the Company's electric system remotely or otherwise. The Generating Facility shall remain curtailed or disconnected until such time as the Company is satisfied that the endangering or power quality condition(s) has been corrected, and the Company shall not be obligated to accept any energy from the Generating Facility during such period. The Company shall not be liable, directly or indirectly, for permitting or continuing to allow an attachment of the Generating Facility for the acts or omissions of the Subscriber Organization that cause loss or injury, including death, to any third party.
13. **Prevention of Interference.** The Subscriber Organization shall not operate equipment that superimposes a voltage or current upon the Company's system that interferes with the Company's operations, service to the Company's customers, or the Company's communication facilities. Such interference shall include, but not be



limited to, overcurrent, voltage imbalance, and abnormal waveforms. If such interference occurs, the Subscriber Organization must diligently pursue and take corrective action at its own expense after being given notice and reasonable time to do so by the Company. If the Subscriber Organization does not take timely corrective action, or continues to operate the equipment causing interference without restriction or limit, the Company may, without liability, disconnect the Subscriber Organization's equipment from the Company's system.

14. **Limitation of Liability.**

- (a) Each Party shall at all times indemnify, defend and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this Agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.
- (b) Each Party's liability to the other Party for failure to perform its obligations under 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 punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.
- (c) Notwithstanding any other provision in this Agreement, with respect to the Company's provision of electric service to any customer including the Subscriber Organization, the Company's liability to such customer shall be limited as set forth in the Company's tariffs and terms and conditions for electric service, and shall not be affected by the terms of this Agreement.

15. **Subscriber Organization and Generating Facility Information.** By signing this Agreement, the Subscriber Organization expressly agrees and authorizes the Company to request and obtain from Subscriber Organization and its contractors, vendors, subcontractors, installers, suppliers or agents (collectively "Subscriber Organization Agents"), at no cost to Company, information related to the Generating Facility, including but not limited to Watts, Vars, Watt Hours, current and voltage, status of the Generating Facility, inverter settings, any and all recorded event or alarm logs recorded, (collectively "Generating Facility Data") that Company reasonably determines are needed to ensure the safe and reliable operation of the Generating Facility or the Company's system. Subscriber Organization expressly agrees and irrevocably authorizes Subscriber Organization Agents to disclose such Subscriber Organization Data to Company upon request by Company.

16. **Additional Information.** The Company reserves the right to request additional information from Subscriber Organization relating to the Generating Facility, where reasonably necessary, to serve the Subscriber Organization under this Agreement or to ensure reliability, safety of operation, and power quality of the Company's system.

17. **No Material Changes to Generating Facility.** The Subscriber Organization agrees that no material changes or additions to the Generating Facility shall be made without having obtained prior written consent from the Company, which consent shall not be unreasonably withheld. In no event may the Total Rated Capacity of the Generating Facility exceed \_\_\_ kW. If the Generating Facility changes ownership, the Company may require the new Subscriber Organization to complete and execute an amended Agreement or new Agreement, as may be applicable.

18. **Certification by Licensed Electrical Contractor.** Generating and interconnection systems must comply with all applicable safety and performance standards of the National Electrical Code (NEC), Institute of Electrical and Electronic Engineers (IEEE), and accredited testing laboratories such as the Underwriters Laboratories

(UL), and where applicable, the rules of the Commission, or other applicable governmental laws and regulations, and the Company's interconnection requirements, in effect at the time of signing this agreement. This requirement shall include, but not be limited to, the interconnection standards and procedures of the Company's Rule 14H, as well as any other requirements as may be specified in this Agreement, its exhibits, and/or in the SFC, all as authorized by the Commission. Upon request by Company, Subscriber Organization shall cause a Licensed Electrical Contractor, as agent for Subscriber Organization, to certify that once approved by the Company, the proposed Generating Facility will be installed to meet all preceding requirement(s).

19. **Good Engineering Practice.**

- (a) Each Party agrees to install, operate and maintain its respective equipment and facilities and to perform all obligations required to be performed by such Party under this Agreement in accordance with good engineering practice in the electric industry and with applicable laws, rules, orders and tariffs.
- (b) Wherever in this Agreement and the attached Exhibits the Company has the right to give specifications, determinations or approvals, such specifications, determinations and/or approvals shall be given in accordance with the Company's standard practices, policies and procedures, which may include the Company's Electric Service Installation Manual, the Company's Engineering Standard Practice Manual and the IEEE Guides and Standards for Protective Relaying Systems.

20. **Insurance.** The following insurance provisions are only applicable to Generating Facilities with a Total Rated Capacity greater than 10 kW but not exceeding 3 MW:

- (a) The Subscriber Organization shall, at its own expense and during the term of the Agreement and any other time that the Generating Facility is interconnected with the Company's system, maintain in effect with a responsible insurance company authorized to do insurance business in Hawaii and with a rating by A.M. Best Company, Inc. of "A-VII" or better, the following insurance or its equivalent at Company's discretion that will protect the Subscriber Organization and the Company with respect to the Generating Facility, the Generating Facility's operations, and the Generating Facility's interconnection with the Company's system:
- (b) A Commercial General Liability policy covering bodily injury and property damage with a combined single limit of liability of at least the following amounts based on the Total Rated Capacity of the generator (for solar systems—Total Rated Capacity of the generator or inverter, whichever is lower, can be used with appropriate technical documentation on inverter, if not higher Total Rated Capacity will be used), for any occurrence. The limits below may be satisfied through the use of umbrella or excess liability insurance sufficient to meet these requirements:

Commercial General Liability Coverage Amount	Total Rated Capacity of the Generating Facility
\$5,000,000	Greater than 1 MW and less than or equal to 3 MW
\$2,000,000	Greater than 250 kW and less than or equal to 1 MW
\$1,000,000	Greater than 30 kW and less than or equal to 250 kW
\$500,000	Greater than 10 kW and less than or equal to 30 kW

- (c) Solely with respect to the insurance policies required for Generating Facilities with a Total Rated Capacity greater than 30 kW, said insurance by endorsement to the policy or policies shall: name the Company, its directors, officers, agents, and employees as additional insured; include contractual liability coverage for written Agreements; include provisions stating that the insurance will respond to claims or suits by additional insureds against the Subscriber Organization or any other insured thereunder; provide that the insurance is primary with respect to the Subscriber Organization and the Company; and provide that the insurance company waives all rights of subrogation which Subscriber Organization or the insurance company may have against Company, its directors, officers, agents, and employees. Any insurance carried by Company will be excess only and not contribute with this insurance.
- (d) Said insurance by endorsement to the policy or policies shall provide written notice within 30 days to the Company should the required insurance be cancelled, limited in scope, or not renewed upon expiration. "Claims made" policies are not acceptable, unless the Subscriber Organization agrees to maintain coverage in full effect at all times during the term of this Agreement and for THREE (3) years thereafter. The adequacy of the coverage afforded by the required insurance shall be subject to review by the Company from time to time, and if it appears in such review that risk exposures require an increase in the coverages and/or limits of this insurance, the Subscriber Organization shall make such increase to that extent and any increased costs shall be borne by the Subscriber Organization. The Subscriber Organization has the responsibility to determine if higher limits are desired and purchased. The Subscriber Organization shall provide certificates of insurance to the Company prior to executing the Agreement and any parallel interconnection. Receipt of any certificate showing less coverage than required shall not operate as a waiver by the Company of the Subscriber Organization's obligation to fulfill the applicable requirements of this Section 20. The Subscriber Organization's indemnity and other obligations shall not be limited by the foregoing insurance requirements. Any deductible shall be the responsibility of the Subscriber Organization.
- (e) Alternatively, where the Subscriber Organization is a governmental entity, Subscriber Organization may elect to be self-insured for the amounts set forth above in lieu of obtaining insurance coverage to those levels from an insurance company.

21. **Miscellaneous.**

- (a) **Disconnection and Survival of Obligations.** Upon termination of this Agreement, the Generating Facility shall be disconnected from the Company's system. The termination of this Agreement shall not relieve the Parties of their respective liabilities and obligations, owed or continuing at the time of termination.
- (b) **Governing Law and Regulatory Authority.** This Agreement was executed in the State of Hawaii and must in all respects be interpreted, governed, and construed under the laws of the State of Hawaii. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.
- (c) **Amendment, Modifications, or Waiver.** This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them. None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and

remain in full force and effect. This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.

- (d) **Termination of Existing Agreement.** This Agreement shall supersede any existing agreement, if any, under which Subscriber Organization is currently operating the Generating Facility and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.
- (e) **Notices.** Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party at the address identified on the last page of the Agreement. Changes in such designation may be made by notice similarly given. Notice sent by mail shall be deemed to have been given on the date of actual delivery or at the expiration of the fifth day after the date of mailing, whichever is earlier.
- (f) **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. In the event of an assignment for financing, to the extent necessary, Company shall, if requested by Subscriber Organization and if its costs (including reasonable attorneys' fees of outside counsel) in responding to such request are paid by Subscriber Organization execute such Hawai'i-law-governed documents as may be reasonably requested by a lender in connection with Generating Facility debt and reasonably acceptable to Company, to acknowledge an assignment of such debt and/or pledge/mortgage.
- (g) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives, and permitted assigns.
- (h) **Relationship of Parties.** Nothing in this Agreement shall be deemed to constitute any Party hereto as partner, agent or representative of the other Party or to create any fiduciary relationship between the Parties.
- (i) **Limitations.** Nothing in this Agreement shall limit the Company's ability to exercise its rights or expand or diminish its liability with respect to the provision of electrical service pursuant to the Company's tariffs as filed with the Commission, or the Commission's Standards for Electric Utility Service in the State of Hawai'i, which currently are included in the Commission's General Order Number 7, as either may be amended from time to time.
- (j) **Force Majeure.** For purposes of this Agreement, "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible.

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- (k) **Non-Warranty.** Neither by inspection, if any, or non-rejection, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Subscriber Organization or leased by the Subscriber Organization from third parties, including without limitation the Generating Facility and any structures, equipment, wires, appliances or devices appurtenant thereto.
- (l) **Confidential Information.** Except as otherwise agreed or provided herein, each Party shall hold in confidence and shall not disclose confidential information to any person (except employees, officers, representatives and agents, who agree to be bound by this section). Confidential information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral disposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose confidential information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver the Party shall disclose only such confidential information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any confidential information so furnished.
- (m) **Execution of Agreement: Multiple Counterparts.** The Parties agree that this Agreement, including amendments, may be executed and delivered by exchange of electronic signatures, which may be transmitted by facsimile, E-mail, or other acceptable means. A party's electronic signature shall be considered an "original" signature which is binding and effective for all purposes. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument binding all Parties

22. **Generator/Equipment Certification**

Generating Facilities that utilize inverter technology must be compliant with *Institute of Electrical and Electronics Engineers IEEE Std 1547* and *Underwriters Laboratories UL 1703* and *UL 1741* in effect at the time this Agreement is executed as well as the Company's Rule 14H and any additional requirements in Exhibit E attached hereto that apply to Generating Facilities greater than 1 MW. Generating Facilities that use a rotating machine must be compliant with applicable National Electrical Code, Underwriters Laboratories, and Institute of Electrical and Electronics Engineers standards and rules and orders of the Public Utilities Commission of the State of Hawaii in effect at the time this Agreement is executed. By signing below, the Applicant certifies that the installed generating equipment will meet the appropriate preceding requirement(s) and can supply documentation that confirms compliance, including a certification of the same from the Installing Electrical Contractor upon request by the Company.

**IN WITNESS WHEREOF**, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the date first set forth above.

**[SUBSCRIBER ORGANIZATION]**

By: \_\_\_\_\_  
Signature Date

Name (Print): \_\_\_\_\_

Company Name  
(if applicable): \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

**[HAWAIIAN ELECTRIC COMPANY, INC., MAUI ELECTRIC COMPANY LTD., HAWAII ELECTRIC LIGHT COMPANY, INC.]**

By: \_\_\_\_\_ To be filled out by the Company  
Signature Date  
To be filled out by the Company

Name (Print): \_\_\_\_\_ To be filled out by the Company

Title: \_\_\_\_\_ To be filled out by the Company

**MAILING ADDRESS [select as appropriate]**

[Hawaiian Electric Company, Inc.  
Distributed Energy Resources Division  
P.O. Box 2750  
Honolulu, HI 96840]

[Maui Electric Company, Ltd.  
Attn: Renewable Energy Projects Division  
P.O. Box 398  
Kahului, HI 96733-6898]

[Hilo:  
HELCO Engineering  
Attn: DER Program  
54 Halekauila Street  
Hilo, HI 96720

Kona:  
HELCO Engineering  
Attn: DER Program  
74-5519 Kaiwi Street  
Kailua-Kona, HI 96740]

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**EXHIBIT A**  
**DESCRIPTION OF GENERATING FACILITY**

**1. Subscriber Organization Information**

Name (print): \_\_\_\_\_

**Property Address:** \_\_\_\_\_

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

Meter # (if applicable): \_\_\_\_\_ TMK: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address is the same as the Property Address

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

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

**Name of Person Authorized to Sign on behalf of Subscriber Organization:** \_\_\_\_\_

**Hawaii Gross Excise Tax License Number of Subscriber Organization:** \_\_\_\_\_

**2. Electrical Contractor**

Electrical Contractor: \_\_\_\_\_ Hawai'i License #: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Supply certification that the generating system will be installed and inspected in compliance with the local Building/Electrical code of the County of:  Honolulu  Maui  Hawai'i

Generating System Building Permit # (to be filled out by the Company upon the Company's approval and execution of Agreement): \_\_\_\_\_  
To be filled out by the Company

Interconnection Date (to be filled out by the Company upon the Company's approval and execution of the Agreement): \_\_\_\_\_  
To be filled out by the Company

**3. Insurance**  Not Applicable (less than 10 kW)

Insurance Carrier: \_\_\_\_\_

**4. General Technical Information (Attached)**

**Single Line Diagram**  **Three Line Diagram**  **Relay List and Trip Scheme (if applicable)**

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**5. Generator Qualifications**

Generator Type:

Photovoltaic with DC Inverter       Non-Photovoltaic DC Generator

What is the system's Maximum Export capability?

Technical System Size: \_\_\_\_\_ kW      Maximum Export: \_\_\_\_\_ kW

**6. Interconnecting Equipment Technical Data**

Manufacturer: \_\_\_\_\_ Catalog #: \_\_\_\_\_

Type: \_\_\_\_\_ Rated Amps: \_\_\_\_\_ Rated Volts: \_\_\_\_\_

Fused *or*  Non-Fused |  Single Phase *or*  Three Phase |  Uses multiple disconnects

Mounting Location: \_\_\_\_\_

Will an interposing transformer be used between the generator and the point of interconnection?

No       Yes

**7. Generator Facility Technical Information**

System Information:

Micro Inverter	Central/String Inverter	Energy Storage (Inverter)	Inverter Manufacturer	Model	Qty.	Peak AC Output Rating (kW)*	Quantity x Peak AC Output Rating (kW)
<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1					
<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 2					
<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 3					
<input type="checkbox"/> 4	<input type="checkbox"/> 4	<input type="checkbox"/> 4					
<input type="checkbox"/> 5	<input type="checkbox"/> 5	<input type="checkbox"/> 5					

Total Inverter Capacity (kW):

Micro Inverter	Central/String Inverter	Module Manufacturer	Model	Qty.	STC Rating (kW)*	Quantity x STC Rating (kW)
<input type="checkbox"/> 1	<input type="checkbox"/> 1					
<input type="checkbox"/> 2	<input type="checkbox"/> 2					

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<input type="checkbox"/> 3	<input type="checkbox"/> 3					
<input type="checkbox"/> 4	<input type="checkbox"/> 4					
<input type="checkbox"/> 5	<input type="checkbox"/> 5					
Total Module Capacity (kW):						
Total Capacity of Inverter #:		1:	2:	3:	4:	5:
<b>Total Program Size (kW):</b>						
Total System Capacity is the combined sums of the lesser of the AC or DC capacities per inverter.						

\*All equipment ratings must match those listed on their manufacturer's specification sheets.

8. Reserved  Not Applicable

9. Interconnecting Equipment Technical Data  Not Applicable

Transformer Data  Not Applicable  
*A copy of transformer Nameplate and Manufacturer's Test Report may be substituted*

Transformer Primary (Volts): _____	Transformer Secondary (Volts): _____
<input type="checkbox"/> Delta <input type="checkbox"/> Wye <input type="checkbox"/> Wye Grounded	<input type="checkbox"/> Delta <input type="checkbox"/> Wye <input type="checkbox"/> Wye Grounded

Size: \_\_\_\_\_ KVA Transformer Impedance: \_\_\_\_\_ % on \_\_\_\_\_ KVA Base

Transformer Fuse Data  Not Applicable  
*Attach fuse manufacturer's Minimum Melt & Total Clearing Time-Current Curves*

At Primary Voltage       At Secondary Voltage

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Size: \_\_\_\_\_ Speed: \_\_\_\_\_

Transformer Protection (if not fuse)  Not Applicable

Please describe: \_\_\_\_\_  Not Applicable

Generator Main Circuit Breaker  Not Applicable  
*A copy of circuit breaker's Nameplate and Specification Sheet may be substituted*

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_

Continuous Load Rating (Amps): _____	Interrupting Rating (Amps): _____	Trip Speed (Cycles): _____
--------------------------------------	-----------------------------------	----------------------------

Feeder Circuit Breaker  Not Applicable  
*Attach copy of any proposed Time-Overcurrent Coordination Curves*

Manufacturer	Type	Style/Catalog No.	Proposed Setting

Current Transformer Data  Not Applicable  
*Attach copy of Manufacturer's Excitation & Ratio Correction Curves*

Manufacturer	Type	Accuracy Class	Proposed Ration Connection
			/5
			/5
			/5
			/5
			/5

**EXHIBIT B**

**SUBSCRIBER ORGANIZATION-OWNED GENERATING  
FACILITY AND INTERCONNECTION FACILITIES**

**1. Generating Facility**

- a. Compliance with laws and standards.
- (i) The Generating Facility, Generating Facility design, and Generating Facility drawings shall meet all applicable national, state, and local laws, rules, regulations, orders, construction and safety codes, and shall satisfy the terms of the Interconnection Agreement, the SFC, and the Company's Distributed Generating Facility Interconnection Standards, Technical Requirements ("Interconnection Standards"), as set forth in Rule 14, Paragraph H.1 of the Company's tariff.
  - (ii) This Agreement incorporates by reference the standards and requirements of Company Rule 14H; however, in the event of any conflict between this Agreement and Company Rule 14H, the provisions of this Agreement shall control.
- b. Avoidance of adverse system conditions. The Generating Facility shall be designed, installed, operated and maintained so as to prevent or protect against adverse conditions on the Company's system that can cause electric service degradation, equipment damage, or harm to persons, such as:
- (i) Unintended islanding.
  - (ii) Inadvertent and unwanted re-energization of a Company dead line or bus.
  - (iii) Interconnection while out of synchronization.
  - (iv) Overcurrent.
  - (v) Voltage imbalance.
  - (vi) Ground faults.
  - (vii) Generated alternating current frequency outside of permitted safe limits.
  - (viii) Voltage outside permitted limits.
  - (ix) Poor power factor or reactive power outside permitted limits.
  - (x) Abnormal waveforms.
- c. Specification of protection, synchronizing and control requirements. The Subscriber Organization shall provide the design drawings, operating manuals, manufacturer's brochures/instruction manual and technical specifications, manufacturer's test reports, bill of material, protection and synchronizing relays and settings, and protection, synchronizing, and control schemes for the Generating Facility to the Company for its review, and the Company shall have the right to specify the protection and synchronizing relays and settings, and protection, synchronizing and control schemes that affect the reliability and safety of operation and power quality of the Company's system with which the Generating Facility is interconnected ("Facility Protection Devices/Schemes").
- d. Maximum Export. The net instantaneous MW output from the Generating Facility may not exceed the Maximum Export capability, as set forth in Section 5 of this Agreement. The Company may take appropriate action to limit such net instantaneous MW output, pursuant to Company's Rule 14H, this Agreement and/or the SFC.

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e. Generating Facility protection and maintenance.

- (i) The Subscriber Organization is solely responsible for securing and providing adequate protection for the Generating Facility. The Subscriber Organization shall also perform vegetation management and other routine maintenance in accordance with manufacturer recommendations and intervals for purposes of maintaining the Generating Facility in good working order. Subscriber Organization shall comply with all commercially reasonable requests of Company to update security and/or maintenance if required to prevent security breaches.
- (ii) By the first day of each calendar quarter following the Commercial Operations Date, Subscriber Organization shall provide the Company in writing a projection of maintenance outages for the next calendar quarter. If, during the term of this Agreement, the Generating Facility or any of the individual components of the Generating Facility should be damaged or destroyed, or taken out of service for unscheduled maintenance, the Subscriber Organization shall provide the Company as soon as reasonably practicable following or in anticipation of such event, and promptly repair or replace the damaged or destroyed equipment at the Subscriber Organization's sole expense. If the time period for repair or replacement is reasonably anticipated to exceed one hundred eighty (180) days, the Company shall have the right to request to terminate this Agreement by written notice.

f. Information Security Requirements.

- (i) Safety and Security Procedures. The Subscriber Organization shall maintain and enforce safety and security procedures to safeguard: all data provided by Company to Subscriber Organization pursuant to this Agreement or in any way connected with the CBRE Program and the administration of the CBRE Program including but not limited to Subscriber names, Subscriber account numbers and information on such accounts, Subscriber addresses, Subscriber rate schedules and Subscriber CBRE bill credit information ("Company CBRE Data"); and all information regarding Company's customers, customer lists, any of the data and testing results produced under this Agreement and any information identified by Company as confidential ("Company Customer Data" and together with Company CBRE Data, collectively referred to as "Company Confidential Information"); all generation and telemetry data provided by the Subscriber Organization to the Company ("SO Data"); in Subscriber Organization's possession, including Company Confidential Information that Subscriber Organization provides to any contractors, consultants, and other third parties retained by Subscriber Organization to assist Subscriber Organization to perform under this Agreement in the course of Subscriber Organization's performance pursuant to this Agreement. Subscriber Organization warrants that it shall (A) use the National Institute of Standards and Technology ("NIST") industry best practices for physical and systems security measures to prevent destruction, loss, alteration or unauthorized access to, use of, or tampering with, the Generating Facility, Subscriber Organization software, and Company Confidential Information, including to protect the confidentiality and integrity of any of Company Confidential Information, operation of Company's systems, and to prevent viruses and similar destructive code from being placed in any software or data provided to Company, on Subscriber Organization's or Company's website, or in Subscriber Organization's or Company's programming; and (B) use NIST industry best practices physical security and precautionary measures to prevent unauthorized access or damage to the Generating Facility, including to protect

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the confidentiality and integrity of any of Company's Confidential Information as well as the operation of Company's systems. Subscriber Organization shall, at a minimum, protect Company's Confidential Information and provide the standard of care required by NIST cybersecurity requirements, and the same measures it uses to protect its own confidential information.

- (ii) Exception to Certain NIST Requirements. Company, at its sole and absolute discretion, may waive the requirements concerning NIST industry best practices as set forth in subsection (i)(A) and (B) above provided that Subscriber Organization implements alternate measures that Company deems acceptable and not inconsistent with Company's standards with respect to (A) physical and systems security measures to prevent destruction, loss, alteration or unauthorized access to, use of, or tampering with, the Generating Facility, software and Company's Confidential Information, including to protect the confidentiality and integrity of any of Company's Confidential Information, operation of Company's systems, and to prevent viruses and similar destructive code from being placed in any software provided to Company, on Subscriber Organization's or Company's website, or in Subscriber Organization's or Company's programming; and (B) physical security and precautionary measures to prevent unauthorized access or damage to the Generating Facility, including to protect the confidentiality and integrity of any of Company's Confidential Information as well as the operation of Company's systems.
- (iii) Security Breach. In the event that Subscriber Organization discovers or is notified of a breach, potential breach of security, or security incident at the Generating Facility or of Subscriber Organization's systems (a "Security Breach"), Subscriber Organization shall immediately (i) notify Company of such Security Breach, whether or not such breach has compromised any of Company Confidential information, (ii) investigate and remediate the effects of the Security Breach, (iii) cooperate with Company with respect to any such Security Breach and provide necessary information on the Security Breach as requested by Company; and (iv) comply with all applicable privacy and data protection laws, including any notification obligations. Any remediation of any Security Breach will be at Subscriber Organization's sole expense.
- (iv) "Subscriber" means a retail customer of the Company who owns a subscription of Subscriber Organization's CBRE project interconnected with the Company.

g. Subscriber Organization Interconnection Facilities.

- (i) The Subscriber Organization shall furnish, install, operate and maintain interconnection facilities (such as circuit breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices and schemes) designated by or acceptable to the Company as suitable for parallel operation of the Generating Facility with the Company's system ("Subscriber Organization Interconnection Facilities"). Such facilities shall be accessible at all times to authorized Company personnel.
- (ii) The Subscriber Organization shall comply with the Company's Interconnection Standards.
- (iii) 1) Single-line diagram of the Generating Facility, 2) relay list, trip scheme and settings of the Generating Facility, 3) Generating Facility Equipment List, and 4) three-line diagram, which identify the circuit breakers, relays, switches, synchronizing

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equipment, monitoring equipment, and control and protective devices and schemes, shall, after having obtained prior written consent from the Company, be attached to Exhibit A and made a part hereof at the time the Agreement is signed. The single-line diagram shall include pertinent information regarding operation, protection, synchronizing, control, monitoring, and alarm requirements. The single-line diagram and three-line diagram shall expressly identify the point of interconnection of the Generating Facility to the Company's system. The relay list, trip scheme and settings shall include all protection, synchronizing and auxiliary relays that are required to operate the Generating Facility in a safe and reliable manner. The three-line diagram shall show potential transformer and current transformer ratios, and details of the Generating Facility's configuration, including relays, meters, and test switches.

- (iv) Subscriber Organization shall provide final as-built drawings of the Subscriber Organization Interconnection Facilities within thirty (30) days of the successful completion of the initial verification test. Within thirty (30) days of Company's receipt of the proposed as-built drawings, Company shall provide Subscriber Organization with either (A) its comments on the proposed as-built drawings or (B) notice of acceptance of the proposed as-built drawings as final as-built drawings. If Company provides comments on the proposed as-built drawings, Subscriber Organization shall incorporate such comments into a final set of as-built drawings and provide such final as-built drawings to Company within twenty (20) days of Subscriber Organization's receipt of Company's comments.
- h. Approval of Design Drawings. The single-line diagram, relay list, trip scheme and settings of the Generating Facility, and three-line diagram shall be approved by a Professional Electrical Engineer registered in the State of Hawaii prior to being submitted to the Company. Such approval shall be indicated by the engineer's professional seal on all drawings and documents.
- i. [Reserved]
- j. Schedule. The Company and the Subscriber Organization have agreed upon on a schedule for the progression of the Generating Facility's construction (e.g., construction start date, Commercial Operations Date, etc.) and each Party has a copy of such schedule and agrees to use commercially reasonable efforts to adhere to such schedule.

## 2. Verification Testing.

- a. Upon initial parallel operation of the Generating Facility, or any time either (i) interface hardware or software is changed, or (ii) the Company observes that the Subscriber Organization is not in compliance with the operational and performance requirements specified in the Company's Rule 14H, this Agreement and/or the SFC, a verification test shall be performed. Such verification test shall include testing of the telemetry and control interface which allows the Company to remotely measure, monitor, evaluate and verify technical compliance, Generating Facility performance, and power quality and, if necessary, control the Generating Facility. A licensed professional engineer or otherwise qualified individual shall perform verification testing in accordance with the manufacturer's published test procedure. Qualified individuals include professional engineers, factory trained and certified technicians, and licensed electricians with experience in testing protective equipment. The Company reserves the right to witness verification testing or require written certification that the testing was performed.
- b. Verification testing shall also be performed every four years. The Company reserves the right to perform, at its expense, additional verification testing. All verification tests prescribed by the

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manufacturer shall be performed. If wires must be removed to perform certain tests, each wire and each terminal shall be clearly and permanently marked. The Subscriber Organization shall maintain verification test reports for inspection by the Company.

- c. Inverters shall be verified once per year as follows: once per year the Subscriber Organization shall operate the Subscriber Organization system disconnect switch and verify the Generating Facility automatically shuts down and does not reconnect with the Company's system until the Company's system continuous normal voltage and frequency have been maintained for a minimum of 5 minutes. The Subscriber Organization shall maintain a log of these operations for inspection by the Company.
- d. Any system that depends upon a battery for trip power shall be checked once per month for proper voltage. Once every four (4) years the battery shall either be replaced or have a discharge test performed. The Subscriber Organization shall maintain a log of these operations for inspection by the Company.
- e. Tests and battery replacements as specified in this section 2 of Exhibit B shall be at the Subscriber Organization's expense.
- f. Facilities larger than 1 MW shall also be subject to an acceptance test and a control system acceptance test prior to initial parallel operation. The procedures for such tests will be provided to Subscriber Organization by the Company prior to executing this Agreement.

### **3. Inspection of the Generating Facility.**

- a. The Company may, in its discretion and upon reasonable notice not to be less than 24 hours (unless otherwise agreed to by the Company and the Subscriber Organization), observe the construction of the Generating Facility (including but not limited to relay settings and trip schemes) and the equipment to be installed therein.
- b. Facilities 1 MW or Smaller: Within fourteen days after receiving a written request from the Subscriber Organization to begin producing electric energy in parallel with the Company's system, the Company may inspect the Generating Facility (including but not limited to relay settings and trip schemes) and observe the performance of the verification testing. The Company may accept or reject the request to begin producing electric energy based upon the inspection or verification test results.

Facilities 1MW or Larger: The Company and Subscriber Organization will work together to schedule the acceptance test and control system acceptance test. The Subscriber Organization shall provide notice forty-five (45) days in advance of its readiness to begin the acceptance test. The Company may accept or reject the request to begin producing electric energy based upon the results of the acceptance test and control system acceptance test.

- c. With regards to facilities 1 MW and smaller only, if the Company does not perform an inspection of the Generating Facility (including but not limited to relay settings and trip schemes) and observe the performance of verification testing within the fourteen-day period, the Subscriber Organization may begin to produce energy after certifying to the Company that the Generating Facility has been tested in accordance with the verification testing requirements and has successfully completed such tests. After receiving the certification, the Company may conduct an inspection of the Generating Facility (including but not limited to relay settings and trip schemes) and make reasonable inquiries of the Subscriber Organization, but only for purposes of determining whether the verification tests were properly performed. The

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Subscriber Organization shall not be required to perform the verification tests a second time, unless irregularities appear in the verification test report or there are other objective indications that the tests were not properly performed in the first instance.

- d. The Company may, in its discretion and upon reasonable notice not to be less than 24 hours (unless an apparent safety or emergency situation exists which requires immediate inspection to resolve a known or suspected problem), inspect the Generating Facility (including but not limited to relay settings and trip schemes) and its operations (including but not limited to the operation of control, synchronizing, and protection schemes) after the Generating Facility commences operations.

#### **4. Operating Records and Procedures.**

- a. The Company may require periodic reviews of the maintenance records, and available operating procedures and policies of the Generating Facility.
- b. The Subscriber Organization must separate the Generating Facility from the Company's system whenever requested to do so by the Company's System Operator pursuant to this Agreement. It is understood and agreed that at times it may not be possible for the Company to accept electric energy due to temporary operating conditions on the Company's system, and these periods shall be specified by the Company's System Operator. Notice shall be given in advance when these are scheduled operating conditions.
- c. Logs shall be kept by the Subscriber Organization for information on unit availability including reasons for planned and forced outages; circuit breaker trip operations, relay operations, including target initiation and other unusual events. The Company shall have the right to review these logs, especially in analyzing system disturbance. Subscriber Organization shall maintain such records for a period of not less than six (6) years.

#### **5. Changes to the Generating Facility, Operating Records, and Operating Procedures.**

- a. The Subscriber Organization agrees that no material changes or additions to the Generating Facility as reflected in the single-line diagram, relay list, trip scheme and settings of the Generating Facility, Generating Facility Equipment List, and three-line diagram shall be made without having obtained prior written consent from the Company, which consent shall not be unreasonably withheld.
- b. As a result of the observations and inspections of the Generating Facility (including but not limited to relay list, trip scheme and settings) and the performance of the verification tests, if any changes in or additions to the Generating Facility, operating records, and operating procedures and policies are required by the Company, the Company shall specify such changes or additions to the Subscriber Organization in writing, and the Subscriber Organization shall, as soon as practicable, but in no event later than thirty (30) days after receipt of such changes or additions, respond in writing, either noting agreement and action to be taken or reasons for disagreement. If the Subscriber Organization disagrees with the Company, it shall note alternatives it will take to accomplish the same intent, or provide the Company with a reasonable explanation as to why no action is required by good engineering practice.

**6. Generating Facility Equipment List.**

The Generating Facility shall include the following equipment:

[Specific items to be attached as necessary. The Generating Facility Equipment List, together with the single-line diagram, relay list and trip scheme, and three-line diagram, should be attached to this Exhibit B.]



**EXHIBIT C**

**COMPANY-OWNED INTERCONNECTION FACILITIES**

**(To be filled out by Company)**

**1. Description of Company Interconnection Facilities**

The Company will purchase, construct, own, operate and maintain all interconnection facilities required to interconnect the Company's system with the Generating Facility at \_\_\_\_\_ volts, up to the point of interconnection.

The Company Interconnection Facilities, for which the Subscriber Organization agrees to pay, include:

[Need to specify the interconnection facilities. If no interconnection facilities, state "None".]

**2. Subscriber Organization Payment to Company for Company Interconnection Facilities. Review of Generating Facility, and Review of Verification Testing**

The Subscriber Organization shall pay to the Company the total estimated interconnection cost to be incurred by the Company (Total Estimated Interconnection Cost), which is comprised of (i) the estimated cost of the Company Interconnection Facilities, (ii) the estimated engineering costs associated with a) developing the Company Interconnection Facilities and b) reviewing and specifying those portions of the Generating Facility which allow interconnected operation, and iii) witnessing and reviewing the verification testing, which shall include testing of the telemetry and control interface which allows the Company to remotely measure, monitor, evaluate and verify technical compliance, Generating Facility performance, and power quality and, if necessary, control the Generating Facility. The following summarizes the Total Estimated Interconnection Cost:

<b>Description</b>	<b>Estimated Cost (\$)</b> [If no cost, state "None".]
<b>Total Estimated Interconnection Cost (\$):</b>	

The Total Estimated Interconnection Cost, which, except as otherwise provided herein, is non-refundable, shall be paid by the Subscriber Organization fourteen (14) days after receipt of an invoice from the Company, which shall be provided not less than thirty (30) days prior to start of procurement of the Company Interconnection Facilities.

Within thirty (30) days of receipt of an invoice, which shall be provided within fourteen (14) days of the final accounting, which shall take place within sixty (60) days of completion of construction of the Company Interconnection Facilities, the Subscriber Organization shall remit to the Company the difference between the Total Estimated Interconnection Cost paid to date and the total actual interconnection cost (Total Actual Interconnection Cost). The latter is comprised of (i) the total costs of the Company Interconnection Facilities, and (ii) the total engineering costs associated with a) developing the Company Interconnection Facilities and b) reviewing and specifying those portions of the Generating Facility which allow interconnected operations as such are described in Exhibit A, and iii) reviewing the verification testing. If in fact the Total Actual Interconnection Cost is less than the payments received by the Company as the Total Estimated Interconnection Cost, the Company shall repay the difference to the Subscriber Organization within thirty (30) days of the final accounting.

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If the Agreement is terminated prior to the Subscriber Organization's payment for the Total Actual Interconnection Cost (or the portion of this cost which has been incurred) or prior to the Company's repayment of the over collected amount of the Total Estimated Interconnection Cost (or the portion of this cost which has been paid), such payments shall be made by the Subscriber Organization or Company, as appropriate. If payment is due to the Company, the Subscriber Organization shall pay within thirty (30) days of receipt of an invoice, which shall be provided within fourteen (14) days of the final accounting, which shall take place within sixty (60) days of the date the Agreement is terminated. If payment is due to the Subscriber Organization, the Company shall pay within thirty (30) days of the final accounting.

All Company Interconnection Facilities shall be the property of the Company.

**3. Operation, Maintenance and Testing Costs**

The Company will bill the Subscriber Organization monthly and the Subscriber Organization will, within 30 days after the billing date, reimburse the Company for any costs incurred in operating, maintaining or testing the Company Interconnection Facilities. The Company's costs will be determined on the basis of outside service costs, direct labor costs, material costs, transportation costs, applicable overheads at time incurred and applicable taxes. Applicable overheads will include such costs as vacation, payroll taxes, non-productive wages, supervision, tools expense, employee benefits, engineering administration, corporate administration, and materials handling. Applicable taxes will include the Public Service Company Tax, and Public Utility Fee.

**EXHIBIT D**

**FORM OF LETTER OF CREDIT**

[Bank Letterhead]

[Date]

**Beneficiary:** [Hawaiian Electric Company, HELCO or MECO, as appropriate]  
[Address]

[Bank's Name]  
[Bank's Address]

Re: [Irrevocable Standby Letter of Credit Number]

Ladies and Gentlemen:

We hereby establish, in your favor, our irrevocable standby Letter of Credit Number \_\_\_\_\_ (this "Letter of Credit") for the account of [Applicant's Name] and [Applicant's Address] in the initial amount of \$\_\_\_\_\_ [dollar value] and authorize you, Hawaiian Electric Company [HELCO or MECO, as appropriate] ("Beneficiary"), to draw at sight on [Bank's Name].

Subject to the terms and conditions hereof, this Letter of Credit secures [Project Entity Name]'s certain obligations to Beneficiary under the Community-Based Renewable Energy Program Interconnection Agreement dated as of \_\_\_\_\_ between [Project Entity Name] and Beneficiary.

This Letter of Credit is issued with respect to the following obligations:\_\_\_\_\_.

This Letter of Credit may be drawn upon under the terms and conditions set forth herein.

Partial draws of this Letter of Credit are permitted. This Letter of Credit is not transferable. Drafts on us at sight shall be accompanied by a Beneficiary's signed statement signed by a representative of Beneficiary substantially as follows:

The undersigned hereby certifies that (i) I am duly authorized to execute this document on behalf of Hawaiian Electric Company [HELCO or MECO, as appropriate], and [(ii) the amount of the draft accompanying this certification is due and owing to Hawaiian Electric Company [or HELCO or MECO, as appropriate] under the terms of the Interconnection Agreement dated as of \_\_\_\_\_, between \_\_\_\_\_, and Hawaiian Electric Company [or HELCO or MECO, as appropriate]] [(ii) the amount of the draft accompanying this certification is due and owing to Hawaiian Electric Company [or HELCO or MECO, as appropriate] under the terms of the Standard Form Contract dated as of \_\_\_\_\_, between \_\_\_\_\_, and Hawaiian Electric Company [or HELCO or MECO, as appropriate]] [(ii) the Letter of Credit will expire in less than thirty (30) days, it has not been replaced or extended and collateral is still required under Section\_\_\_\_ of the Interconnection Agreement\*].

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\* For draw relating to lapse of Letter of Credit while credit support is still required pursuant to the Power Purchase Agreement.

MAUI ELECTRIC COMPANY, LIMITED

Order No. 35560; Filed June 29, 2018,  
Transmittal Letter dated July 10, 2018.

Such drafts must bear the clause "Drawn under **[Bank's Name and Letter of Credit Number \_\_\_\_\_ and date of Letter of Credit.]**"

All demands for payment shall be made by presentation of originals or copies of documents, or by facsimile transmission of documents to **[Bank Fax Number]** or other such number as specified from time to time by the bank. If presentation is made by facsimile transmission, you may contact us at **[Bank Phone Number]** to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation. If presented by facsimile, original documents are not required.

This letter of credit shall expire one year from the date hereof. Notwithstanding the foregoing, however, this letter of credit shall be automatically extended (without amendment of any other term and without the need for any action on the part of the undersigned or Beneficiary) for one year from the initial expiration date and each future expiration date unless we notify you in writing at least thirty (30) days prior to any such expiration date that this letter of credit will not be so extended. Any such notice shall be delivered by registered or certified mail, or by FedEx, both to **[revise for HELCO or MECO, as appropriate]**:

Manager, DER Operations  
Hawaiian Electric Company, Inc.  
220 South King Street, 21<sup>st</sup> Floor  
Honolulu, Hawai'i 96813

and to

SVP & Chief Financial Officer  
Hawaiian Electric Company, Inc.  
900 Richards Street, 4<sup>th</sup> Floor  
Honolulu, Hawai'i 96813

We hereby agree with drawers that drafts and documents as specified above will be duly honored upon presentation to **[Bank's Name]** and **[Bank's Address]** if presented on or before the then-current expiration date hereof.

Payment of any amount under this Letter of Credit by **[Bank]** shall be made as the Beneficiary shall instruct on the next Business Day after the date the **[Bank]** receives all documentation required hereunder, in immediately available funds on such date. As used in this Letter of Credit, the term "Business Day" shall mean any day other than a Saturday or Sunday or any other day on which banks in the State of Hawai'i are authorized or required by law to be closed.

Unless otherwise expressly stated herein, this irrevocable standby letter of credit is issued subject to the rules of the International Standby Practices, International Chamber of Commerce publication no. 590 ("ISP98").

**[Bank's Name]:**

By: \_\_\_\_\_  
**[Authorized Signature]**

MAUI ELECTRIC COMPANY, LIMITED

Order No. 35560; Filed June 29, 2018,  
Transmittal Letter dated July 10, 2018.

## EXHIBIT E

### PROVISIONS FOR GENERATING FACILITIES LARGER THAN 1 MW

#### [WILL BE REVISED BASED ON RESULTS OF TECHNICAL REVIEW.]

This Exhibit E applies to Generating Facilities larger than 1 MW. To the extent that this Exhibit E conflicts with provisions of the Interconnection Agreement or any of its other exhibits, the SFC, or Rule 14H, the provisions of this Exhibit E shall apply.

1. **Changes to Generating Facility.** Subscriber Organization may propose revisions to Exhibit A of this Agreement for Company's approval prior to commencement of construction, provided, however, that (i) no such revision to Exhibit A shall change the type of Generating Facility or conversion equipment deployed at the Generating Facility from a solar energy conversion facility using photovoltaic equipment; (ii) Subscriber Organization shall be in compliance with all other terms and conditions of this Agreement, the SFC, and CBRE Tariff; and (iii) such revision(s) shall not change the characteristics of the Generating Facility equipment or the specifications used in the Interconnection Requirements Study ("IRS") or other technical review process. Any revision to Exhibit A complying with items (i) through (iii) above shall be subject to Company's prior approval, which approval shall not be unreasonably withheld. If Subscriber Organization's proposed revision(s) to Exhibit A otherwise satisfies items (i) and (ii) above but not item (iii) such that Company, in its reasonable discretion, determines that a re-study or revision to all or any part of the IRS or other technical review is required to accommodate Subscriber Organization's proposed revision(s), Company may, in its sole and absolute discretion, conditionally approve such revision(s) subject to a satisfactory re-study or revision to the IRS or other technical review and Subscriber Organization's payment and continued obligation to be liable and responsible for all costs and expenses of re-studying or revising such portions of the IRS or other technical review and for modifying and paying for all costs and expenses of modification to the Generating Facility, the Company Interconnection Facilities based on the results of the re-studies or revisions to the IRS or other technical review. Any changes made to Exhibit A or the Agreement as a result of this Section 1 of Exhibit E shall be reflected in a written amendment to the Agreement.

Subscriber Organization understands and acknowledges that Company's review and approval of Subscriber Organization's proposed revisions to Exhibit A and any necessary re-studies or revisions to the IRS or other technical review shall be subject to Company's then-existing time and personnel constraints. Company agrees to use commercially reasonable efforts, under such time and personnel constraints, to complete any necessary reviews, approvals and/or re-studies or revisions to the IRS or other technical review process.

Any delay in completing, or failure by Subscriber Organization to meet Commercial Operations as a result of any revision by Subscriber Organization (whether requiring a re-study or revision to the IRS or not) shall be borne entirely by Subscriber Organization and Company shall not be responsible or liable for any delay or failure to meet Commercial Operations by Subscriber Organization.

2. **Operator of Generating Facility.** If Subscriber Organization is not the operator of the Generating Facility, Subscriber Organization shall provide a copy of the agreement between Subscriber Organization and the operator which requires the operator to operate the Generating Facility and which establishes the scope of operations by the operator and the respective rights of Subscriber Organization and the operator with respect to the sale of electric energy from the Generating Facility

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no later than the Commercial Operations Date. In addition, Subscriber Organization shall provide a certified copy of a certificate warranting that the operator is a corporation, partnership or limited liability company in good standing with the Hawai'i Department of Commerce and Consumer Affairs no later than the Commercial Operations Date.

3. **The Generating Facility.**

(a) The Generating Facility shall comply with the following [**includes excerpts of language that may be requested by Company**]:

- A. Subscriber Organization shall install a \_\_\_\_ kV disconnect switch and all other items for its switching station (relaying, control power transformers, high voltage circuit breaker). Bus connection shall be made to a manually and automatically (via protective relays) operated high-voltage circuit breaker. The high-voltage circuit breaker shall be fitted with bushing style current transformers for metering and relaying. Downstream of the high-voltage circuit breaker, a structure shall be provided for metering transformers. From the high-voltage circuit breaker, another bus connection shall be made to another pole mounted disconnect switch, with surge protection.
- B. Subscriber Organization shall provide within the Subscriber Organization interconnection facilities a separate, fenced area with separate access for Company. Subscriber Organization shall provide all conduits, structures and accessories necessary for Company to install the Revenue Metering Package. Subscriber Organization shall also provide within such area, space for Company to install its communications, supervisory control and data acquisition ("SCADA") remote terminal unit ("RTU") and certain relaying if necessary for the interconnection. Subscriber Organization shall also provide AC and DC source lines as specified later by Company. Subscriber Organization shall provide a telephone line for Company-owned meters. Subscriber Organization shall work with Company to determine an acceptable location and size of the fenced-in area. Subscriber Organization shall provide an acceptable demarcation cabinet on its side of the fence where Subscriber Organization and Company wiring will connect/interface.
- C. Subscriber Organization shall ensure that the Subscriber Organization interconnection facilities have a lockable cabinet for switching station relaying equipment. Subscriber Organization shall select and install relaying equipment acceptable to Company. At a minimum the relaying equipment will provide over and under frequency (81) negative phase sequence (46), under voltage (27), over voltage (59), ground over voltage (59G), over current functions (50/51) and direct transfer trip. Subscriber Organization shall install protective relays that operate a lockout relay, which in turn will trip the main circuit breaker.
- D. Subscriber Organization shall configure the relay protection system to provide overpower protection to enable the Generating Facility to comply with the Maximum Export capability in Section 5 of Exhibit A to this Agreement.

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- E. Subscriber Organization's equipment also shall provide at a minimum:  
**[DRAFTING NOTE: ADDITIONAL ITEMS AND DETAILS MAY BE ADDED PRIOR TO EXECUTION OF AGREEMENT UPON COMPLETION OF TECHNICAL REVIEW.]**
- (i) Interface with Company's RTU to provide telemetry of electrical quantities as identified by the Company;
  - (ii) Interface with Company's RTU to provide status of devices, as identified by the Company;
  - (iii) Interface with Company's RTU to provide control to incrementally raise and lower the voltage target at the point of regulation operating in automatic voltage regulation control. If Company's RTU is unavailable, due to loss of communication link, RTU failure, or other event resulting in loss of the remote control by Company, provision must be made for Subscriber Organization to be able to institute via local controls, within 30 minutes (or such other period as Company accepts in writing) of the verbal directive by the Company system operator, such change in voltage regulation target as directed by the Company system operator; and
- (b) Interface with Company's RTU to provide active power control to incrementally limit net real power export from the Generating Facility and to incrementally remove the limit of the net real power export of the Generating Facility. The incremental size will be determined as part of the technical review taking into account the size of the Generating Facility and the dynamic system frequency bias.
- (c) Maintenance Plan. Subscriber Organization shall maintain Subscriber Organization interconnection facilities in accordance with the following maintenance plan:

Transmission line: \_\_\_\_\_

\_\_\_ kV Facility switching station:  
\_\_\_\_\_

Relay protection equipment: \_\_\_\_\_

Other equipment as identified: \_\_\_\_\_

Subscriber Organization shall furnish to Company a copy of records documenting such maintenance, within thirty (30) Days of completion of such maintenance work.

(d) Communications and Control Interface.

- A. The acceptable method(s) of implementing the Generating Facility's telemetry and control interface ("Communications and Control Interface") requirements will be specified by the Company. The Generating Facility will require a supervisory control interface to the Company SCADA/EMS system.

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- B. Company shall review and provide prior written approval of the design for the Communications and Control Interface to ensure compatibility with Company's systems. If Subscriber Organization materially changes the approved design, such changes will also require Company's review and prior written approval.
- C. The Subscriber Organization shall provide and maintain in good working order all equipment, necessary to interface the Facility with the Company System. The Communications and Control Interface shall provide for remote monitoring and control of the real-power output of the Facility by Company at all times. If the Communications and Control Interface is unavailable, disabled, or otherwise not performing the required capabilities the Facility shall not export electric energy to Company, unless Company, in its sole discretion, agrees to accept electric energy and Subscriber Organization and Company agree on an alternate means of curtailment. Notwithstanding the foregoing, if Subscriber Organization fails to provide such remote control features (whether temporary or throughout the term of this Agreement) and fails to discontinue exporting electric energy to Company as required by this Section 3.c.E., then, notwithstanding any other provision of this Agreement, Company shall have the right to curtail the entire Generating Facility during those periods that such control features are not provided. Curtailment pursuant to this Section 3.c.E shall not be considered a Compensable Curtailment Event.
- If local and remote active power controls become unavailable or fail, the Generating Facility shall immediately disconnect from the Company's system.
  - Communications may also be required for protection, such a direct transfer trip.
  - If a required protection scheme is unavailable for any reason, including due to loss of communication link or other event resulting in the loss of the remote control by the Company, provision must be made for the Subscriber Organization to trip the main circuit breaker.
- D. The Communications and Control Interface shall include both a set point for excess energy curtailments and a set point for non-excess energy curtailments. When the Generating Facility is not being curtailed, the curtailment set points will be set to the Maximum Export capacity as set forth in Section 5 of Exhibit A to this Agreement. At all times, excess energy curtailment set point shall not exceed the non-excess energy curtailment set point. When the non-excess energy curtailment set point is set to zero, the Facility inverters must shut down. In the event of a shutdown, Section 5(a) and Section 5(k) of this Exhibit E shall not be required to be met.
- E. Subscriber Organization shall not override Company's active power controls without first obtaining specific approval to do so from the Company system operator.

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- F. The requirements of the Communications and Control Interface may be modified as mutually agreed upon in writing by the Parties.

(e) Control System Acceptance Test Procedures.

- A. Conditions Precedent. The Generating Facility will be required to complete a control system acceptance test ("CSAT"). The "CSAT" is a test performed on the centralized control system and curtailment control interface of the Generating Facility in accordance with the procedures set forth in this Exhibit E. The following conditions precedent must be satisfied prior to the conduct of the CSAT:
- Successful Completion of the acceptance test. The Acceptance Test is a test conducted by Subscriber Organization and witnessed by Company, within thirty (30) days of completion of all interconnection facilities and in accordance with the criteria and procedures determined by Company and Subscriber Organization as set forth in Schedule II to this Exhibit E.
  - The Generating Facility has been successfully energized.
  - All of the Generating Facility's generators have been fully commissioned.
  - The control system computer has been programmed for normal operations.
  - All equipment that is relied upon for normal operations (including ancillary devices such as capacitors/inductors, energy storage device, statcom, etc.) shall have been commissioned and be operating within normal parameters.
- B. Generating Facility Generators. Unless all of the Generating Facility's generators are available for the duration of the CSAT, the CSAT will have to be re-run from the beginning unless Subscriber Organization demonstrates to the satisfaction of the Company that the test results attained with less than all of the Generating Facility's generators are consistent with the results that would have been attained if all of the Generating Facility's generators had been available for the duration of the test.
- C. Procedures. The CSAT will be conducted on business days during normal working hours on a mutually agreed upon schedule. No CSAT will be scheduled during the final 21 days of a calendar year. No later than thirty (30) days prior to conducting the CSAT, Company and Subscriber Organization shall agree on a written protocol setting out the detailed procedure and criteria for passing the CSAT. Schedule III to this Exhibit E provides general criteria to be included in the written protocol for the CSAT. Within fifteen (15) business days of completion of the CSAT, Company shall notify Subscriber Organization in writing whether the CSAT(s) has been passed and, if so, the date upon which such CSAT(s) was passed. If any changes have been made to the technical specifications of the Generating Facility or the design of the Generating Facility in accordance with Section 1 of this Exhibit E, such changes shall be reflected in an amendment to this Agreement, and the written protocol for the CSAT shall be based on the Generating Facility as modified. Such amendment shall be executed prior to conducting the CSAT and Company shall have no obligation for any delay in performing the CSAT due to the need to complete and execute such amendment.

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4. Operating Procedures.

- (a) Reclosing. Under no circumstances shall Subscriber Organization, when separated from the Company system for any reason, reclose into the Company system without first obtaining specific approval to do so from the Company system operator.
- (b) If direct transfer trip is determined to be required for the Generating Facility but is unavailable due to any reason, including loss of communication or equipment problems, provision must be made for the Subscriber Organization to trip the main circuit breaker.
- (c) Allowed Operations. The Generating Facility shall be allowed to export energy to the Company system only when the [\_\_\_\_\_] circuit is in normal operating configuration served by breaker [\_\_\_\_\_] at [\_\_\_\_\_] Substation. **[TO BE DETERMINED BY COMPANY BASED ON THE RESULTS AND REQUIREMENTS OF THE TECHNICAL REVIEW]**

5. Performance Standards.

- (a) Reactive Power Control. Subscriber Organization shall control its reactive power by automatic voltage regulation control. Subscriber Organization shall automatically regulate voltage at a point, the point of regulation, between the Subscriber Organization's generator terminal and the point of interconnection to be specified by Company, to within 0.5% of a voltage specified by the Company System operator to the extent allowed by the Generating Facility reactive power capabilities as defined in Section 5(b) of this Exhibit E. **[FOR FACILITIES CONNECTED TO THE DISTRIBUTION SYSTEM, THESE REQUIREMENTS MAY BE CHANGED BY COMPANY UPON COMPLETION OF THE TECHNICAL REVIEW.]**
- (b) Reactive Amount.
  - A. Subscriber Organization shall install sufficient equipment so that each [redacted] kVA inverter online at the Generating Facility will have the ability to deliver or receive, at its terminal, reactive power as illustrated in the **[generator capability]** curve[s] attached to this Agreement as Exhibit E-2 (Generator Capability Curve(s)). **[NOTE: THE TECHNICAL REVIEW WILL DETERMINE IF ANY ADDITIONAL REACTIVE POWER RESOURCES WILL BE REQUIRED.]**
  - B. The Generating Facility shall contain equipment able to continuously and actively control the output of reactive power under automatic voltage regulation control reacting to system voltage fluctuations. The automatic voltage regulation response speed at the point of regulation shall be such that at least 90% of the initial voltage correction needed to reach the voltage control target will be achieved within 1 second following a step change.
  - C. If the Generating Facility does not operate in accordance with Section 5(b)A of this Exhibit E, Company may disconnect all or a part of the Generating Facility from Company system until Subscriber Organization corrects its operation (such as by installing capacitors at Subscriber Organization's expense).

(c) Ramp Rates.

- A. Subscriber Organization shall ensure that the ramp rate of the Generating Facility is less than the following limits for all conditions including start up, normal operations, curtailing and uncurtailing, Subscriber Organization adjusting the Generating Facility's net real power export, changes in the solar resource, and shut down for the following periods as calculated in accordance with Schedule I to this Exhibit E.
- Maximum Ramp Rate Upward of [ ] MW/minute for all periods. **[TO BE DETERMINED FOLLOWING Technical Review.]**
  - Maximum Ramp Rate Downward of 2 MW/minute for all periods other than periods for which such maximum is not operationally possible because of rapid loss of **solar** resource.
- B. The Generating Facility is allowed to exceed the maximum ramp rate limits in this Section 5(c) when Generating Facility output is changed by the frequency response control described in Section 5(k) (Frequency Response) of this Exhibit E.

(d) Undervoltage Ride-Through.

The Generating Facility, as a whole, if interconnected at the sub-transmission or transmission levels, will meet the following undervoltage ride-through requirements during low voltage affecting one or more of the three voltage phases ("V" is the voltage of any three voltage phases at the Point of Interconnection). **[THESE VALUES MAY BE CHANGED BY COMPANY UPON COMPLETION OF THE TECHNICAL REVIEW.]**:

$0.88 \text{ pu} \leq V \leq 1.00 \text{ pu}$	The Generating Facility remains connected to the Company system.
$0.70 \text{ pu} \leq V < 0.88 \text{ pu}$	The Generating Facility may initiate disconnection from the Company system if the voltage remains in this range for more than 20 seconds.
$0.50 \text{ pu} \leq V < 0.70 \text{ pu}$	The Generating Facility may initiate disconnection from the Company system if the voltage remains in this range for more than 10 seconds.
$0.00 \text{ pu} \leq V < 0.50 \text{ pu}$	The Generating Facility may initiate disconnection from the Company system if voltage remains in this range for more than 600 milliseconds.

Subscriber Organization shall have sufficient capacity to fulfill the above mentioned requirements to ride-through the following sequences or combinations thereof:

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- Normally cleared 138 kV transmission faults cleared after 5 cycles with one reclose attempt, cleared in 5 cycles, 30 cycles after the initial fault was cleared. The voltage at the point of interconnection will recover above the 0.80 p.u. level for the 30 cycles between the initial clearing time and the reclosing time.
- Normally cleared 46kV subtransmission faults cleared in 7 cycles with one reclose attempt, cleared in 7 cycles, 23 cycles after the initial fault was cleared. The voltage at the point of interconnection will recover above the 0.80 p.u. level for the 23 cycles between the initial clearing time and the reclosing time.

(e) Over Voltage Ride-Through. See Rule 14H.

(f) Fault Ride Through.

For fault-related voltage dips at the point of interconnection that stay within the limits of the under voltage ride-through requirements in Section 5(d) of this Exhibit E, upon clearing of the fault, Subscriber Organization shall within 1 second of restoration, provide at least 90% of the real power output at the point of interconnection immediately before the fault without regard to the ramp rate of Section 5(c) of this Exhibit E to the extent allowed by the availability of the solar resource. The fault ride through requirement does not apply if the Generating Facility is operating at less than five percent (5%) of the Generating Facility's nameplate capacity.

(g) Underfrequency ride-through. See Rule 14H.

(h) Overfrequency ride-through. See Rule 14H.

(i) Voltage Flicker.

Any voltage flicker on the Company system caused by the Generating Facility shall not exceed the limits stated in IEEE Standard 1453-2011, or latest version "Recommended Practice – Adoption of IEC 61000-4-15:2010, Electromagnetic compatibility (EMC) – Testing and measurement techniques – Flickermeter – Functional and design specifications".

(j) Harmonics. See Rule 14H.

(k) Frequency Response.

The Generating Facility shall provide a primary frequency response with a frequency droop characteristic reacting to system frequency fluctuations at the point of interconnection in both the overfrequency and underfrequency directions except to the extent such response is not operationally possible because of the level of available solar resource.

- A. The Generating Facility frequency response control shall adjust, without intentional delay and without regard to the ramp rate limits in Section 5(c) of this Exhibit E, the Generating Facility's net real power export when system frequency is not 60 Hz based on frequency deadband and frequency droop settings specified by the Company.

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- B. The Generating Facility frequency response control shall be allowed to increase the net real power export above the excess energy curtailment set point set under Section 3(c)D of this Exhibit E or further decrease the net real power export from the excess energy curtailment set point in its operations.
- C. The frequency deadband shall be settable in the range from +/-0.01 Hz to +/- 0.10 Hz and the frequency droop shall be settable in the range of 0.1% to 10%.
- D. The Generating Facility frequency response control shall be in continuous operation when the Generating Facility is exporting energy to the Company unless directed otherwise by the Company.

***[SCHEDULE 1 WILL BE REVISED TO REFLECT  
THE RESULTS OF TECHNICAL REVIEW]***

**SCHEDULE I TO EXHIBIT E  
METHODS AND FORMULAS FOR MEASURING PERFORMANCE STANDARDS**

1. Performance Standards as defined below shall be used, in part, to govern actions by Company to curtail the net real power export of the Generating Facility for purposes of maintaining power quality on Company system. Specific standards are defined for:
  - Ramp Rate (RR)
2. Formulas for measuring the performance standards are presented below, and assume that the power fluctuations will be monitored on the Company's SCADA and EMS systems. These formulas are based on the periodicity at which analog data is retrieved from the RTU. This periodicity is called the "scan rate". Company presently uses a two-second analog scan rate. The formulas below are based on the two-second scans. The two-second scan rate, characteristics of transducers and RTU reporting, and SCADA method of calculation, were considered and included in the proposed values for the performance standards.

**3. Ramp Rate Calculation:**

$$RR = MW_s - MW_{s-30}$$

Where:

$RR$  = Ramp Rate, may be calculated once every scan

$MW_{s-30}$  = The instantaneous MW analog value 30 scans (60 seconds) prior the present scan

$MW_s$  = The instantaneous MW analog value for the present scan

SCHEDULE II  
ACCEPTANCE TEST GENERAL CRITERIA

**[THIS ATTACHMENT WILL NEED TO BE MODIFIED  
BASED ON THE TYPE AND DESIGN OF THE FACILITY]**

Generating Facilities larger than 1 MW shall be required to complete an acceptance test. Upon final completion of Company review of the Generating Facility's drawings, final test criteria and procedures shall be agreed upon by Company and Subscriber Organization no later than thirty (30) days prior to conducting the acceptance test in accordance with the Agreement. The acceptance test may include the following:

1. Interconnection:
  - (a) Based on manufacturer's specification, test the local operation of the Generating Facility's [REDACTED] kV breakers, which connect the Generating Facility to the Company system – must open and close locally using the local controls. Test and ensure that the status shown on the energy management system (EMS) is the same as the actual physical status in the field.
  - (b) Remotely test the operation of the Generating Facility's [REDACTED] kV breakers which connect the Generating Facility to the Company system – must open and close remotely from Company's EMS. Test and ensure that the status shown on the EMS is the same as the actual physical status in the field.
  - (c) Relay test engineers to connect equipment and simulate certain inputs to test and ensure that the protection schemes such as any under/over frequency and under/over voltage protection or the direct transfer trip operate as designed. (For example, a fault condition may be simulated to confirm that the breaker opens to sufficiently clear the fault. Additional scenarios may be tested and would be outlined in the final test criteria and procedures.) Subscriber Organization to also test the synchronizing mechanisms to which the Generating Facility would be synchronizing and closing into the Company system to ensure correct operation. Other relaying also to be tested as specified in the protection review of the IRS and on the single line diagram for the Generating Facility.
  - (d) All [REDACTED] kV breaker disconnects and other high voltage switches will be inspected to ensure they are properly aligned and operated manually or automatically (if designed).
  - (e) Switching station inspections – The switching station may be inspected to test and ensure that the equipment that Subscriber Organization has installed is installed and operating correctly based upon agreed-to design. Wiring may be field verified on a sample basis against the wiring diagrams to ensure that the installed equipment is wired properly. The grounding mat at the switching station may be tested to make sure there is adequate grounding of equipment.
  - (f) Communication testing – communication system testing to occur to ensure correct operation. Detailed scope of testing will be agreed by Company and Subscriber Organization to reflect installed systems and communication paths to tie the Generating Facility to the Company's communications system.

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- (g) Various contingency scenarios to be tested to ensure adequate operation, including testing contingencies such as loss of communications, and fault simulations to ensure that the Generating Facility's [REDACTED] kV breakers open as they are designed to open. (Back up relay testing)
2. Witness of Generating Facility protection scheme testing:
- (a) Company may have a representative on-site when Subscriber Organization performs any testing dealing with Subscriber Organization's protection schemes such as any under/over voltage or under/over frequency protection schemes to ensure they meet the performance requirements of this Agreement and the IRS.
3. Telephone Communication:
- (a) Test to confirm Company has a direct line to the Generating Facility control room at all times and that it is programmed correctly.
  - (b) Test to confirm that the Generating Facility operators can sufficiently reach Company system operator.

If agreed in writing, some requirements, may be postponed to the CSAT.



### SCHEDULE III CONTROL SYSTEM ACCEPTANCE TEST CRITERIA

Final test criteria and procedures shall be agreed upon by Company and Subscriber Organization no later than thirty (30) days prior to conducting the CSAT in accordance with good engineering and operating practices and with the terms of this Agreement. The RTU/EMS points list is necessary for the effective operation of the Company system and will be tested during the Control System Acceptance Test.

The CSAT is comprised of two parts, a set of onsite (at Generating Facility) specific tests and a monitoring performance test. These tests may include the following:

#### On-site Tests:

1. Telemetry and control test to verify the status and analog telemetry, and if the remote controls between the Company and the Generating Facility are working properly end-to-end.
2. Curtailment test to verify if the Generating Facility's curtailment controls and the Communications and Control Interface with the Company are working properly. The Test is generally conducted by setting different curtailment set points and observing the proper curtailment at the appropriate ramp rate of the Generating Facility's real power output.
3. Control test for voltage regulation to verify the Generating Facility can properly perform automatic voltage regulation as defined in this Agreement. Test is generally conducted by making small adjustments of the voltage setpoint and verifying by observation that the Generating Facility regulates the voltage at the point of regulation to the setpoint by delivering/receiving reactive power to/from the Company system to maintain the applicable setpoint according to the reactive power control and the reactive amount requirements of Sections 5(a) and Section 5(b) of Exhibit E.
4. Frequency regulation control test to verify the Generating Facility provides a frequency droop response as defined in this Agreement. Test is generally conducted by making adjustments of the frequency reference setting and verifying by observation that the Generating Facility responds per droop and deadband settings.
5. Loss-of-communication Test to verify the Generating Facility will properly shutdown upon the failure of the direct-transfer-trip communication system. Test is generally conducted by simulating a communications failure and observing the proper shutdown of the Generating Facility.

#### Monitoring Test:

- a) The monitoring test requires the Generating Facility to operate as it would in normal operations.
- b) To ensure useful and valid test data is collected, the monitoring test shall end when one of the following criteria is met:
  - A. The Generating Facility's power production is greater than 85% of its Maximum Capability capacity, for at least four (4) hours in any continuous 24-hour CSAT period.
  - B. The recorded renewable energy resource at the Generating Facility is above **600 W/m<sup>2</sup>** for at least eight (8) hours in any continuous 48-hour CSAT period.
  - C. 14 continuous days from the start of the CSAT.
- c) At the end of the test, an evaluation period is selected based on the criteria that triggered the end of the test.

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- d) The performance of the Generating Facility during the period of a successfully completed monitoring test is evaluated for, e.g., voltage regulation, frequency response, curtailment limits and ramp rate performance, to verify the performance meets the requirements of this Agreement. The Generating Facility is considered to have complied with a requirement if the Generating Facility was compliant with the requirement at least 99.0% of the time during the evaluation period and the Generating Facility does not grossly violate the requirement when the Generating Facility was in violation. The Parties understand and agree that these compliance conditions are limited only to determining whether the Generating Facility successfully completes the CSAT monitoring test and are not for use in determining compliance during Commercial Operations (as defined in the SFC), shall not be considered a waiver of any of the performance standards of Subscriber Organization, all of which are hereby reserved, and shall not alleviate Subscriber Organization from any of its obligations under the Agreement and/or the SFC.

**APPENDIX IV**

**STANDARD FORM CONTRACT FOR**

**HAWAI'I COMMUNITY BASED RENEWABLE ENERGY – PHASE ONE**

THIS CONTRACT ("Contract") is entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by [Hawaiian Electric Company, Inc., Maui Electric Company, Ltd., Hawai'i Electric Light Company, Inc.], a Hawai'i corporation (hereafter called "Company") and \_\_\_\_\_ (hereafter called "Subscriber Organization"). Together, the Company and Subscriber Organization are the "Parties" and may singularly each be referred to as a "Party."

**RECITALS:**

Company is an operating electric public utility on the Island of [Hawai'i, Lanai, Maui, Oahu], subject to the Hawai'i Public Utilities Law (Hawai'i Revised Statutes, Chapter 269) and the rules and regulations of the Hawai'i Public Utilities Commission (hereinafter called the "PUC" or the "Commission"); and

The Company system is operated as an independent power grid and must both maximize system reliability for its customers by ensuring that sufficient generation is available that meets the Company's requirements for voltage stability, frequency stability, and reliability standards; and

Subscriber Organization desires to operate a renewable energy facility that is classified as an eligible resource under Hawai'i's Renewable Portfolio Standards Statute (codified as Hawai'i Revised Statutes (HRS) 269-91 through 269-95) and that qualifies for the Community-Based Renewable Energy ("CBRE") Program (the "CBRE Program"); and

The PV System to be developed by the Subscriber Organization will be an established or planned solar photovoltaic electric generating facility with a nameplate capacity of \_\_\_\_\_ kilowatts of alternating current (AC), on property located at \_\_\_\_\_ (hereinafter called the "CBRE Project").

The CBRE Project is a facility that generates electricity by means of a ground mounted or roof mounted solar photovoltaic device(s) whereby a Subscriber to the CBRE Project receives a Bill Credit for the electricity generated in proportion to the size of the Subscription.

The Subscriber Organization is prepared to generate electricity in parallel with the Company and Company is prepared to permit the parallel operation of the CBRE Project with the Company System subject to the terms and conditions set forth herein.

**DEFINITIONS**

"Bill Credit" shall mean the dollar amount credited by the Company to each Subscriber on the Subscriber's retail electric service bill, which represents the Subscriber's beneficial share of solar photovoltaic electricity produced by the CBRE Project and delivered to the Company, and offsetting Subscriber's current electric energy usage on such service bill.

"Bill Credit Rate" shall mean the then current applicable "Credit Rate" as found in the CBRE Tariff.

"Business Day" means any Day that is not a Saturday, a Sunday, or a federal or Hawai'i state holiday.

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Order No. 35560; Filed June 29, 2018, Docket No. 2015-0389  
Transmittal Letter Dated July 10, 2018.

"CBRE Framework" means that certain "Community-Based Renewable Energy – A Program Framework" issued by the PUC and attached as Attachment A to that certain Decision and Order No. 35137, filed December 22, 2017, in Docket No. 2015-0389. The CBRE Framework provides the basis and framework for the CBRE Program and is implemented by the CBRE Tariff.

"CBRE IO" means the Independent Observer contracted with the Company but answering to the PUC to carry out the responsibilities assigned to the Independent Observer under the CBRE Framework.

"CBRE Online Portal" is the interactive, internet website-based interface maintained by or on behalf of the Company through which the Subscriber Organization may establish qualifications, provide information and complete documents necessary for acceptance in the CBRE Program, and may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber's name, account number, address, and Subscriber Allocation. For Phase 1 of the CBRE Program, the CBRE Online Portal will be a manually administered application form-based process managed by Company until the CBRE Online Portal is online and ready for commercial operation. The CBRE Online Portal should be completed in time for the commencement of Phase 2 of the CBRE Program.

"CBRE Tariff" means the Hawai'i Community-Based Renewable Energy tariff approved by the PUC as Tariff Rule 26, effective on July 11, 2018, subject to modification by the PUC, based on the PUC's CBRE Framework.

"Commercial Operations" shall be considered to have been achieved on the first Day of the calendar month following the date on which all of the following conditions have been satisfied with respect to the PV System: (a) Subscriber Organization has completed construction of the PV System in accordance with the requirements of the Interconnection Agreement; (b) all Company testing of the PV System has been completed and passed by the Company; and (c) Subscriber Organization provides Company with written notice that (i) the Subscriber Organization has enrolled at least four (4) individual Subscribers in the Subscriber Organization's CBRE Program and (ii) Subscriber Organization is ready to declare the Commercial Operations Date.

"Commercial Operations Date" shall mean the date on which the PV System is considered to have achieved Commercial Operations.

"Company System Operator" means the authorized representative of Company responsible for Company dispatch and curtailment of electric energy generation interconnected to the Company system.

"Compensable Curtailed Energy" means the Curtailed Energy that results from a Compensable Curtailment Event.

"Compensable Curtailment Event" shall mean any Curtailment Event other than a Curtailment Event due to (a) an Emergency, (b) a Forced Outage, (c) the PV System not operating in compliance with good engineering and operating practices, as required by the terms of the Interconnection Agreement, (d) the Company's construction, installation, maintenance, repair, replacement, removal, investigation, testing or inspection of any of its equipment or any part of the Company system, including accommodating the installation and/or acceptance test of non-utility owned facilities to the Company system, or (e) Force Majeure, as defined in Section 21(j) of the Interconnection Agreement.

"Curtailed Energy" means an estimate of possible PV System production during periods that the PV System output is restricted due to a Curtailment Event. For compensable curtailment periods, Compensable Curtailed Energy will be estimated as the average of the PV System Output (kW) at the

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start of a Curtailment Event and the PV System Output (kW) at the end of a Curtailment Event multiplied by the duration (in hours) of the Curtailment Event (in kilowatt hours); provided further, however, that if Company reasonably concludes that the foregoing calculations are unlikely to be representative of the Curtailed Energy for the duration of the Curtailment Event, the Curtailed Energy shall be the Curtailed Energy for such event as demonstrated by Subscriber Organization to Company's reasonable satisfaction.

"Curtailment Event" means the temporary interruption or reduction of deliveries of electric energy from the PV System initiated by Company as a result of circumstances described in Section 11(a) (Continuity of Service) and/or Section 12 (Personnel and System Safety) of the Interconnection Agreement. A Curtailment Event shall commence at the time the PV System receives the curtailment control from the Company System Operator and shall end at the time the PV System receives the curtailment control from the Company System Operator to end the curtailment.

"Curtailment Report" means the monthly report of Curtailed Energy in the form of Exhibit 1 (IPP Monthly Curtailment Report) of Attachment A (Calculation and Reporting of Curtailed Energy) attached hereto.

"Day" means a calendar day.

"Disclosure Checklist" means the Disclosure Checklist required to be completed by Subscriber Organization with all Subscribers, the form of which is included in the CBRE Tariff.

"Emergency" shall mean, as determined by Company in its reasonable discretion, a condition or situation, unless caused by Excess Energy Conditions, requiring immediate action by Company (a) to maintain the reliable operation of the Company system; (b) to prevent or limit the loss of load or generation; (c) to maintain public safety or the safety of Company's personnel; or (d) to protect Company, customer, or third-party property.

"Environmental Credits" means any environmental credit, offset, or other benefit allocated, assigned or otherwise awarded by any city, state or federal governmental agency or court, international agency, or non-governmental renewable energy certificate accounting and verification organization to Company or Subscriber Organization based in whole or in part on the fact that the PV System is a non-fossil fuel facility. Such Environmental Credits shall include, without limitation, the non-energy attributes of renewable energy including, but not limited to, any avoided emissions of pollutants to the air, soil, or water such as sulfur dioxide, nitrogen oxides, carbon monoxide, particulate matter, and hazardous air pollutants; any other pollutant that is now or may in the future be regulated under the pollution control laws of the United States; and avoided emissions of carbon dioxide and any other greenhouse gas, along with the renewable energy certificate reporting rights to these avoided emissions, but in all cases shall not mean tax credits.

"Excess Energy Conditions" mean an operating condition on the Company's system that may occur when Company has more energy available than is required to meet the load on the Company system at any point in time and the generating assets interconnected with the Company system are operating at or near their minimum levels, taking into consideration factors such as the need to maintain system reliability and stability under changing system conditions and configurations, the need for downward regulating reserves, the terms and conditions of power purchase agreements for base loaded firm capacity or scheduled energy, and the normal minimum loading levels of such units. Excess Energy Conditions are more likely to occur during light loading conditions.

"Forced Outage" means an unplanned unit shutdown caused by factors such as automatic or programmed protective trips and operator-initiated trips due to equipment malfunction, and which terminates when

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Company determines according to good engineering and operating practices that it is safe to bring the Facility back onto the Company system.

"House Power" shall mean the electricity needed to assist in the PV System's generation, including system operation, performance monitoring and associated communications, except for energy directly required for the local control and safe operation of the PV System. It also means other electricity used by the CBRE Project, such as for perimeter lighting, a visitor's center or any other structures or facilities at the CBRE Project site.

"Interconnection Agreement" shall mean the Interconnection Agreement required to be executed by the Subscriber Organization concurrently with this Contract.

"Land Rights" means all easements, rights of way, licenses, leases, surface use agreements and other interests or rights in real estate.

"Laws" means all federal, state and local laws, rules, regulations, orders, ordinances, permit conditions and other governmental actions.

"Monthly Subscription Information" shall mean the information stored within the CBRE Online Portal, as timely entered or changed by the Subscriber Organization via the CBRE Online Portal, setting forth the name, account number and service address each Subscriber holding Subscriptions in the CBRE Project, and the Subscriber Allocation applicable to each such Subscriber's Subscription, reflecting each Subscriber's allocable portion of photovoltaic energy produced by the CBRE Project during a particular Production Month.

"Point of Interconnection" shall be the point of interconnection as shown on the Single Line Diagram attached to Exhibit A of the Interconnection Agreement.

"Prime Rate" shall mean the current "U.S. Prime Rate" of interest, as published from time to time by The Wall Street Journal in the "Money Rates" section of its Western Edition Newspaper. The Prime Rate shall change without notice with each change in the U.S. Prime Rate reported by The Wall Street Journal, as of the date such change is reported.

"Production Meter" shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Subscriber Organization's invoice to the Company.

"Production Month" shall mean the calendar month during which photovoltaic energy is produced by the CBRE Project's PV System and delivered to the Company at the Production Meter.

"PV System" shall mean the solar electric generating facility to be located at the CBRE Project, including the photovoltaic panels, inverter, output breakers, facilities necessary to connect to the Production Meter, protective and associated equipment, improvements, and other tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the electric generating facility that produces the photovoltaic energy subject to this Contract.

"Service Territory Requirement" means that the solar electric generating facility located at the CBRE Project is entirely located in the service territory of the Company, including the photovoltaic panels, inverter, output breakers, service meter, Production Meter, the facilities between the service meter and Production Meter, and the facilities between the photovoltaic panels and the Production Meter.

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"Subscribed Energy" means electricity generated by the PV System attributable to the Subscribers' Subscriptions and delivered to the Company at the Point of Interconnection on or after the Commercial Operations Date.

"Subscriber" means a retail customer of the Company who owns one or more Subscriptions of a CBRE Project interconnected with the Company.

"Subscriber Agency Agreement and Consent Form" means the agreement between Subscriber Organization and Subscriber, the form of which is included in the CBRE Tariff.

"Subscriber Allocation" shall mean, for each Subscriber, such Subscriber's percentage interest in the total nameplate capacity of the Subscriber Organization's CBRE Project, reflecting each Subscriber's allocable portion of photovoltaic electricity produced by the CBRE Project in a particular Production Month.

"Subscriber's Account Information" consists of the Subscriber's name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

"Subscriber Organization" is identified above and shall mean the organization whose purpose is to operate or otherwise manage the CBRE Project for its Subscribers.

"Subscriber's Energy Usage Data" refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production attributable to the Subscriber for the service address and account number identified for participation in the CBRE Project.

"Subscription" or "Subscription Agreement" means the contract between a Subscriber and the Subscriber Organization.

"Substantial Progress" means that on or before the last Day of the 18-month period (including day-for-day extensions) to achieve the Commercial Operations Date, the Subscriber Organization has achieved all of the following: (1) Installed one-hundred percent (100%) of the PV System foundation (including pier, helical screw, ballasts, or similar) to enable mounting of the Nameplate Capacity as collectively set forth in Interconnection Agreement(s) for the CBRE Project site; (2) Built, or otherwise has in place, a permanent drivable (road) surface on the parcel or parcels of land associated with the PV System so that Company on a 24 hour a day, seven days a week, basis can access its equipment, including but not limited to lines, poles, transformers, billing meters, underground facilities and other facilities, but excluding production meters. The drivable road surface needs to be reasonably sufficient to support the use of a 10 ton truck; and (3) Built, or otherwise has in place, a permanent fence surrounding the entirety of the CBRE Project location.

"Term " means the term of this Contract which shall be the same as the Interconnection Agreement applicable to the CBRE Project, and shall begin when this Contract is signed by the Parties and end twenty (20) years after the Commercial Operations Date unless otherwise provided below.

"Unsubscribed Energy" means electricity generated by the PV System and delivered to the Company at the Production Meter which is not Subscribed Energy and also includes electricity generated by the PV System and delivered to the Company prior to the Commercial Operations Date.

## **AGREEMENTS**

The Subscriber Organization and the Company agree:

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Order No. 35560; Filed June 29, 2018, Docket No. 2015-0389  
Transmittal Letter Dated July 10, 2018.

1. Sale and Payment of Electricity Generated by the CBRE Project and Payment for Compensable Curtailed Energy.

- A. Effective upon the Commercial Operations Date, the CBRE Project shall sell and deliver to the Company at the Point of Interconnection all of the photovoltaic energy produced by the PV System. A Curtailment Event will reduce the amount of photovoltaic energy produced and delivered to the Company, provided, however, that Company will pay for all qualifying Compensable Curtailed Energy. Payment for the Subscribed Energy which is produced and delivered and for Subscribers' Compensable Curtailed Energy will be solely by a Bill Credit to Subscribers as detailed below.

Payment for Unsubscribed Energy which is produced and delivered and for a Subscriber Organization's CCE Share (as defined below) will be paid upon monthly invoice from Subscriber Organization as detailed below.

Subscriber Organization shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company during the Term, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This Contract conveys to the Company all energy generated from the PV System and all capacity associated with the PV System for the Term.

- B. The Company will buy (through Bill Credits to the Subscribers) all Subscribed Energy generated by the CBRE Project and delivered to the Company during a particular Production Month at the Bill Credit Rate. Each Subscriber to the CBRE Program will receive a Bill Credit at the Bill Credit Rate for electricity generated attributable to the Subscriber's Subscription as detailed below.
- C. The Company will buy Unsubscribed Energy generated by the CBRE Project and delivered to the Company during a particular Production Month at the Bill Credit Rate subject to adjustment as detailed below.

(1) For the first six calendar months from and including the Commercial Operations Date, Company shall pay Subscriber Organization for Unsubscribed Energy at the Bill Credit Rate.

(2) Beginning with the seventh calendar month following the Commercial Operations Date, the price to be paid to Subscriber Organization for Unsubscribed Energy shall be recalculated as of last Day of each such calendar month as follows:

(a) All purchases and transfers of Subscriptions that were notified to Company by the 20th Day of a calendar month shall have retroactive effect as of the first Day of such calendar month. All purchases and transfers notified to Company after the 20th Day of a calendar month but prior to the first Day of the following month shall have effect as of the first Day of such following month. Unsubscribed Energy of the CBRE Project shall be recalculated as of the last Day of each calendar month to account for the effectiveness of such purchases and transfers as aforesaid.

(b) If the Unsubscribed Energy for such calendar month as recalculated as aforesaid does not exceed 15% of the total of the electric energy accepted by

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Company during such calendar month in accordance with this Contract, Company shall pay Subscriber Organization the Bill Credit Rate for the Unsubscribed Energy accepted by Company during such calendar month.

(c) However, if the Unsubscribed Portion for such calendar month as recalculated as aforesaid exceeds 15% of the total of the electric energy accepted by Company during such calendar month in accordance with this Contract, the price Company shall pay Subscriber Organization for the Unsubscribed Energy accepted by Company during such calendar month shall be discounted by the percentage of Unsubscribed Energy. For example, if the Unsubscribed Energy is 40%, the Bill Credit Rate shall be discounted by 40% for Unsubscribed Energy accepted by the Company during such calendar month.

(d) If, at any time during the Term, the CBRE Project has fewer than four individual Subscribers for six consecutive calendar months, the price to be paid to the Subscriber Organization for Unsubscribed Energy shall, for such sixth consecutive calendar month and for each calendar month thereafter until the CBRE Project has at least four individual Subscribers eligible for Bill Credits, be the lesser of:

(i) the price calculated as provided in Section 1.C.(2)(c) above;  
or

(ii) 50% of the Bill Credit Rate.

(e) Company will pay for Compensable Curtailed Energy (excluding Subscriber Organization's CCE Share (as defined below)) at the Bill Credit Rate. Each Subscriber to the CBRE Program will receive a Bill Credit attributable to the Subscriber's Allocation for all Compensable Curtailed Energy during a Production Month as detailed below.

Company will pay to Subscriber Organization its share of Compensable Curtailed Energy (the "Subscriber Organization's CCE Share") each month which shall be calculated as the same percentage of Unsubscribed Energy for a Production Month is to the total electric energy accepted and paid for by Company during such Production Month. For example, if the Unsubscribed Energy portion of the total energy accepted and paid by Company for a particular Production Month is 40%, the Subscriber Organization's CCE Share of Compensable Curtailed Energy for that particular Production Month shall be 40%.

Company will pay for Subscriber Organization's CCE Share at the Bill Credit Rate subject to adjustment in the same manner as specified for Unsubscribed Energy as described in Section 1.C.(2) above.

E. Invoices and Payment for Subscribed Energy and Unsubscribed Energy.

(1) Company's Obligation to Provide Certain Data. By the fifth Business Day of each calendar month, Company shall provide Subscriber Organization with the appropriate data for Subscriber Organization to compute the amount to be paid for the electric energy purchased by Company in the preceding calendar month as determined in accordance with this Contract.

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(2) Subscriber Organization's Preparation of the Monthly Invoice. By the tenth (10th) Business Day of each calendar month, Subscriber Organization shall submit to Company an invoice in sufficient detail as prescribed by Company detailing: the dollar amount owing to Subscriber Organization for Unsubscribed Energy; the aggregate dollar amount owing to Subscribers for Subscribed Energy; and the monthly metering charge as set forth in Section 3 (Metering Charges and Requirements) of this Contract, which may be in the form of a credit against the amount owing for Unsubscribed Energy. The Subscriber Organization shall also provide Company with the calculation of the Bill Credit to which each Subscriber is entitled for the month covered by such invoice.

(3) Payment Procedures.

(a) Payment of Unsubscribed Energy. By the twentieth (20th) Business Day of each calendar month (but no later than the last Business Day of that month if there are less than twenty Business Days in that month), Company shall pay Subscriber Organization the amount owing for the Unsubscribed Energy shown on such invoice, or provide to Subscriber Organization an itemized statement of its objections to all or any portion of such invoice and pay any undisputed amount.

(b) Payment of Subscribed Energy. As payment for each Subscriber's Allocation in electric energy during the month covered by the invoice, Company shall provide such Subscriber with a Bill Credit for all undisputed amounts on such Subscriber's retail electric bill. Because not all of Company's customers have the same billing cycle, the timing of the appearance of the Bill Credit will vary with the Subscriber's billing cycle, but Company shall cause the Bill Credit to appear on each Subscriber's retail electric bill no later than the next billing cycle for such Subscriber following the date Company makes payment to Subscriber Organization for Unsubscribed Energy of the invoice in question.

(4) Late Payments. Notwithstanding all or any portion of such invoice in dispute, any payment for the Unsubscribed Energy not made to Subscriber Organization by the twentieth (20th) Business Day of each calendar month (or the last Business Day of that month if there are less than twenty (20) Business Days in that month) shall accrue simple interest at the Prime Rate for the period until the outstanding interest and invoiced Unsubscribed Energy amounts (or amounts due to Subscriber Organization if determined to be less than the invoiced Unsubscribed Energy amounts) are paid in full. Partial payments for Unsubscribed Energy shall be applied first to outstanding interest and then to outstanding invoice amounts of the Unsubscribed Energy.

F. Invoices for Compensable Curtailed Energy.

(1) Company's Obligation to Provide Certain Data.

(a) Company shall provide Subscriber Organization, by the fifth (5th) Business Day of each calendar month, with a written statement identifying the reason for each Curtailment Event during the preceding month for inclusion in Subscriber Organization's Curtailment Report for such month. Subject to Company's correction of any errors discovered upon receiving any Curtailment Report, if Company does not identify to Subscriber Organization a reason for a Curtailment Event, such Curtailment Event shall be deemed to be a Compensable Curtailment Event and the Curtailed Energy

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for such Curtailment Event shall be appropriately included in the "Total Compensable Curtailed Energy During Report Period" for the Curtailment Report covering the period during which the Curtailment Event in question occurred. If, on the other hand, Company has identified to Subscriber Organization a reason for a Curtailment Event that does not come within the definition of a Compensable Curtailment Event, such Curtailment Event shall not be deemed a Compensable Curtailment Event. Any disagreement by Subscriber Organization with respect to such designations by Company shall be subject to resolution under Section 4 of Attachment A (Calculation and Reporting of Curtailed Energy).

(b) Within thirty (30) Days of Subscriber Organization's written request for supporting information for the reason(s) for any specific Curtailment Event(s) identified in Company's written statements, Company shall provide such supporting information.

(2) Monthly Invoice for Compensable Curtailed Energy. By the tenth (10th) Business Day of the second calendar month following the Commercial Operations Date and monthly thereafter for the balance of the Term, Subscriber Organization shall submit to Company, concurrently with the Curtailment Report for the preceding month, an invoice that separately states the following for the preceding month: (i) the Compensable Curtailed Energy during the preceding month; (ii) the Subscriber Organization's CCE Share; (iii) the price for the Subscriber Organization's CCE Share of such Compensable Curtailed Energy; and (iv) the price for the subscribed portion of such Compensable Curtailed Energy. The Subscriber Organization shall also provide Company with the calculation of the CBRE Credit to which each Subscriber is entitled for the month covered by such invoice.

(3) Payment Procedures for Compensable Curtailed Energy.

(a) Payment of CCE Share. By the last Business Day of the second calendar month following the calendar month covered by the invoice in question, Company shall pay Subscriber Organization the amount owing for the Subscriber Organization's CCE Share shown on such invoice, or provide to Subscriber Organization an itemized statement of its objections to all or any portion of such invoice and pay any undisputed amount.

(b) Payment of Subscribed Portion of Compensable Curtailed Energy. As payment for each Subscriber Allocation of Compensable Curtailed Energy during the month covered by the invoice, Company shall provide such Subscriber with a Bill Credit for all undisputed amounts on such Subscriber's retail electric bill. Because not all of Company's customers have the same billing cycle, the timing of the appearance of the Bill Credit will vary with the Subscriber's billing cycle, but Company shall cause the Bill Credit to appear on each Subscriber's retail electric bill no later than the next billing cycle for such Subscriber following the date Company makes payment to Subscriber Organization for the Unsubscribed Energy of the invoice in question.

(4) Late Payments. Notwithstanding all or any portion of such invoice in dispute, any payment for the Subscriber Organization's CCE Share of Compensable Curtailed Energy not made to Subscriber Organization within the time period specified in Section 1.F.(3)(a) (Payment of CCE Share), shall accrue simple interest at the Prime Rate for the period until the outstanding interest and invoiced amounts (or amounts due to Subscriber Organization if determined to be less than the invoiced amounts) are paid in full. Partial

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payments shall be applied first to outstanding interest and then to outstanding invoice amounts.

- G. **Limitations Period.** All claims for adjustments shall be submitted to the other Party within three years of the end of the calendar month covered by the invoice on which the Adjustment Amount in question was invoiced or should have been invoiced. Claims for adjustments not submitted to the other Party by the end of such three-year period shall be deemed to have been waived.
  - H. **Company's Billing Records.** Subscriber Organization, after giving reasonable advance written notice to Company, shall have the right to review all billing, metering and related records necessary to verify the accuracy of the data provided by Company pursuant to Section 1.E.(1) and 1.F.(1) (Company's Obligation to Provide Certain Data) and payments relating to the CBRE Project during Company's normal working hours on Business Days. Company shall maintain such records for a period of not less than thirty-six (36) months.
  - I. **Subscriber Organization shall comply with all of the rules stated in the Company's applicable electric tariff rules related to the CBRE Program, as the same may be revised from time to time, and this Contract, as may be amended from time to time, as allowed by an amendment to this Contract approved, or deemed approved, by the PUC. In the event of any conflict between the terms of this Contract and Company's electric tariff rules related to the CBRE Program, the provisions of the tariff shall control.**
  - J. **For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's Allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.**
  - K. **For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Subscriber Organization via the CBRE Online Portal.**
  - L. **The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Subscriber Organization for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Subscriber Organization, unless such inaccuracies are caused by the Company.**
2. **House Power.** The Company will sell House Power to the CBRE Project under the rate schedule in force for the class of customer to which the Subscriber Organization belongs. A separate meter to record energy delivered to the CBRE Project may be installed by the Company. The Subscriber Organization shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Subscriber Organization shall obtain House Power solely through separately metered retail service and shall not obtain House Power through any other means, and waives any regulatory or other legal claim or right to the contrary. Because the Company must purchase from the Subscriber Organization all energy

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generated by the CBRE Project, the CBRE Project may not use the energy it generates to be consumed by it. It may not net-out or use energy it generates for House Power. The Parties acknowledge and agree that the performance of their respective obligations with respect to House Power shall be separate from this Contract and shall be interpreted independently of the Parties' respective obligations under this Contract. Notwithstanding any other provision in this Contract, nothing with respect to the arrangements for House Power shall alter or modify the Subscriber Organization's or the Company's rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Subscriber Organization and the Company with respect to the arrangements for House Power.

3. Metering Charges and Requirements

- A. Metering Charge per Month: \$25.00
- B. Company shall purchase, own, install and maintain (subject to reimbursement by the Subscriber Organization as specified below) the revenue metering package suitable for measuring the export of electric energy (AC) from the PV System sold to Company in kilowatts and kilowatt-hours on a time-of-day basis and of reactive power flow in kilovars and true root mean square kilovar-hours (the "Production Meter"). The metering point shall be as close as possible to the Point of Interconnection as allowed by Company. The cost to install, or cause to be installed, own, operate and maintain the Production Meter to measure the AC production of the PV System, shall be at the Subscriber Organization's expense, including the cost of the Production Meter itself. Subscriber Organization, subject to Company review and approval, shall install, own and maintain the infrastructure and other related equipment associated with the Production Meter and will provide all meter housing and socket replacement and rewiring to install the Production Meter and any additional service meter to measure House Power. The Subscriber Organization shall install this infrastructure such that it meets the requirements set forth in Chapter Six (IPP Metering) of the latest edition of the Company's Electric Service Installation Manual (ESIM). Company shall test such revenue meters prior to installation and shall test such revenue meters every fifth year. Subscriber Organization shall reimburse Company for all reasonably incurred costs for the procurement, installation, maintenance (including maintenance replacements) and testing work associated with the Production Meter. Subscriber Organization shall be charged monthly the metering charge for the Production Meter.

Company shall provide at least twenty-four (24) hours' notice to Subscriber Organization prior to any test it may perform on the Production Meter or metering equipment. Subscriber Organization may request tests in addition to the every fifth-year test and Subscriber Organization shall pay the cost of such tests. Company may perform tests in addition to the fifth year test and Company shall pay the cost of such tests. If any of the revenue meters or metering equipment is found to be inaccurate at any time, as determined by testing in accordance with this section, Company shall promptly cause such equipment to be made accurate, and the period of inaccuracy, as well as an estimate for correct meter readings, shall be determined as provided in Company's Tariff Rule No. 11.

4. Title, Risk of Loss, and Warranty of Title. As between the Parties, the Subscriber Organization shall be deemed to be in control of the photovoltaic energy output from the PV System up to and until delivery and receipt by the Company at the Point of Interconnection and the Company shall be deemed to be in control of such energy from and after delivery and receipt at such Production

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Meter. Title and risk of loss related to the photovoltaic energy shall transfer to the Company at the Point of Interconnection. The CBRE Project warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all photovoltaic energy output and/or the ability to transfer good and sufficient title of same to the Company.

5. Interconnection Requirements. The Subscriber Organization must sign the Company's Interconnection Agreement and comply with all of the terms and conditions of that Interconnection Agreement except as otherwise specified in this Contract.
6. CBRE Tariff Requirements.
  - A. The Subscriber Organization shall assure that the requirements of the CBRE Framework and CBRE Tariff applicable to the CBRE Project are met.
  - B. Subscriber Organization shall require all Subscribers to execute a Subscription Agreement as a precondition to enrollment in the CBRE Project. The Subscription Agreement must satisfy the requirements of the CBRE Tariff, the CBRE Framework, this Contract and any additional guidance from the PUC. Without limitation to the generality of the preceding sentence, the Subscription Agreement must include the right for the Subscriber to sell the Subscription, either a portion or the entirety thereof, back to Subscriber Organization. The Subscriber Agreement shall require that the Subscriber Organization must buy back the interest in accordance with the preset repurchase/resale price schedule outlined in the Subscriber Agreement within 30 Days of the Subscriber's request. Prior to executing the Subscription Agreement, the Subscriber Organization shall make to the Subscriber the disclosures required under the Disclosure Checklist. A copy of the Disclosure Checklist signed by both the Subscriber Organization and the Subscriber shall be attached to the executed Subscription Agreement. The Subscriber Organization shall also disclose to the Subscriber that a failure to pay such Subscriber's monthly retail electric bill that results in Company issuance of a disconnection notice will result in forfeiture of Bill Credits for the duration of such disconnection. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form which is delivered to the Company prior to the Commercial Operations Date, or prior to adding each Subscriber.
  - C. Funds Received From Subscribers Prior to the Commercial Operations Date. Any payments made to Subscriber Organization by Subscribers prior to the Commercial Operations Date shall be deposited into an escrow account ("Pre-COD Escrow") and may not be withdrawn from the Pre-COD Escrow by the Subscriber Organization until the Commercial Operations Date. The Pre-COD Escrow must conform to the CBRE Tariff, the CBRE Framework, applicable Laws and any additional guidance from the PUC.
  - D. Subscriber Organization Fees. Subscriber Organization shall pay to Company the following fees:
    - \$1,000 Application Fee (once)
    - All applicable interconnection costs, fees and expenses
    - \$5/kW AC Program Administration Fee (annually), from the Commercial Operations Date
    - Such other fees as the PUC may establish for the CBRE Program

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Except for the Application Fee which is due at the time of application, Company shall invoice Subscriber Organization for payment to Company of the foregoing fees. Subscriber Organization shall make payment to Company within 15 Days of Subscriber Organization's receipt of such invoice.

- E. Code Compliance. The Subscriber Organization shall be responsible for ensuring that the PV System equipment installed at the CBRE Project meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation.
- F. Project Completion. The Subscriber Organization shall achieve the Commercial Operations Date for the CBRE Project within twenty-four (24) months from the execution date of this Contract, as the same may be extended as provided herein or in the CBRE Tariff (the "Commercial Operations Date Deadline"). The Commercial Operations Date Deadline shall be extended day-for-day for a CBRE Project that, in the Company's determination, has suffered a Force Majeure event prior to the Commercial Operations Date, or for any delay caused by Company.

For purposes of this section, Force Majeure means: any act of God, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or any other cause beyond a Party's control, except that a local-government moratorium to issuing a permit may extend the 18-month period for no more than an additional 6 months. Failure to seek a permit, delay in seeking a permit, or permit-processing time not subject to a moratorium is not included in this extension. An event of Force Majeure does not include an act of negligence or intentional wrongdoing.

If Substantial Progress has been achieved, but the Commercial Operations Date has not been achieved by the Commercial Operations Date Deadline, and Subscriber Organization still intends to complete its CBRE Project, then the Subscriber Organization shall pay a "late fee" to Company of \$200/day/MW Nameplate Capacity of the PV System until the PV System achieves the Commercial Operations Date. For example, if a PV System has a Nameplate Capacity of 100 kW, and it achieves the Commercial Operations Date 30 Days late, the "late fee" would be \$600. The "late fee" shall be paid to Company before the Commercial Operations Date. However, if Company fails to collect in full such amount by this date, such unpaid amount may be included as part of the actual costs of interconnection under the Interconnection Agreement. All such "late fee" payments received by Company will be credited 100% to offset the costs of the CBRE Program to the Company ratepayers. A prerequisite to showing that Substantial Progress has been achieved in a timely manner is that before the Commercial Operations Date Deadline the Subscriber Organization must submit a signed letter to Company attesting to the fact that Substantial Progress as defined in this Contract has been made, and attach photographs to that letter demonstrating this.

If: (1) Substantial Progress has not been achieved by the Commercial Operations Date Deadline, or (2) Subscriber Organization does not wish to complete its CBRE Project upon the Commercial Operations Date Deadline, or (3) the Commercial Operations Date is not achieved within six (6) months from the originally required Commercial Operations Date Deadline, then the application for the CBRE Project will be terminated and canceled and the corresponding Interconnection Agreement will be terminated by Company without further notice. No additional concurrence from the CBRE IO shall be

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necessary for such termination. Any deposit paid by the Subscriber Organization shall be forfeited.

After termination, the Subscriber Organization, if it still intends to proceed with the CBRE Project, must submit a new application and pay any applicable deposit and/or fees which will be subject to the then current CBRE Tariff, Bill Credit Rate and other applicable CBRE requirements for new projects, including CBRE Program capacity availability.

G. Financial Compliance.

(1) If Company reasonably believes the provisions of this Section 6.G apply to the CBRE Project, Company shall notify Subscriber Organization in writing and Subscriber Organization shall provide or cause to be provided to Company on a timely basis, all information, including but not limited to information that may be obtained in any audit referred to below (the "Financial Compliance Information"), reasonably requested by Company for purposes of permitting Company and its parent company, Hawaiian Electric Industries, Inc. ("HEI") to comply with the requirements (initial and on-going) of (i) the accounting principles of Financial Accounting Standards Board ("FASB") Accounting Standards Codification 810, Consolidation ("FASB ASC 810"), (ii) Section 404 of the Sarbanes-Oxley Act of 2002 ("SOX 404") and (iii) all clarifications, interpretations and revisions of and regulations implementing FASB ASC 810, and SOX 404 issued by the FASB, Securities and Exchange Commission, the Public Company Accounting Oversight Board, Emerging Issues Task Force or other governmental agencies. In addition, if required by Company in order to meet its compliance obligations, Subscriber Organization shall allow Company or its independent auditor to audit, to the extent reasonably required, Subscriber Organization's financial records, including its system of internal controls over financial reporting; provided, however, that Company shall be responsible for all costs associated with the foregoing, including but not limited to Subscriber Organization's reasonable internal costs. Company shall limit access to such Financial Compliance Information to Company and HEI personnel involved with such compliance matters and restrict any Company or HEI personnel involved in Company's monitoring, dispatch or scheduling of the Subscriber Organization and/or the CBRE Project, the administration of this Contract, or in developing potential CBRE projects, from having access to such Financial Compliance Information (unless approved in writing in advance by Subscriber Organization).

(2) Confidentiality. As a condition to obtaining the Financial Compliance Information, Company shall, and shall cause HEI to, maintain the confidentiality of said Financial Compliance Information pursuant to a mutually agreed to confidentiality and non-disclosure agreement to be executed among Company, HEI and Subscriber Organization.

(3) Consolidation. Company does not want to be subject to consolidation as set forth in FASB ASC 810, as issued and amended from time to time by FASB. Company represents that, as of the Effective Date, it is not required to consolidate Subscriber Organization into its financial statements in accordance with FASB ASC 810. If for any reason, at any time during the Term, Company determines, in its sole but good faith discretion, that it is required to consolidate Subscriber Organization into its financial statements in accordance with FASB ASC 810, then Subscriber Organization shall immediately provide audited financial statements (including footnotes) in accordance

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with U.S. generally accepted accounting principles (and as of the reporting periods Company is required to report thereafter) in order for Company to consolidate and file its financial statements within the reporting deadlines of the Securities and Exchange Commission. Notwithstanding the foregoing requirement that Subscriber Organization provide audited financial statements to Company, the Parties will take all commercially reasonable steps, which may include modification of this Contract to eliminate the consolidation treatment, while preserving the economic "benefit of the bargain" to both Parties.

- H. Audits. The Company reserves the right to inspect the PV System as necessary to assure the safety and reliability of the system at any time during the Term, and for an additional period of one (1) year thereafter.
- I. Inverter Capacity. The CBRE Project must have an inverter(s) with a capacity, in the aggregate, of no more than \_\_\_\_\_(\_\_\_\_\_) kilowatts/megawatts alternating current (AC) to assure that the CBRE Project has a nameplate capacity of no more than \_\_\_\_\_ (\_\_\_\_\_) kilowatts/megawatts AC.
- J. No Relocation. The PV system shall be located at the CBRE Project as shown in its application at all times during the Term.
- K. Disclosure of Production Information. The Subscriber Organization acknowledges and agrees that, in order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's retail electric bills, the Company may be required and shall be permitted to provide access or otherwise disclose and release to any Subscriber any and all production data related to the PV System in its possession and information regarding the total Bill Credits applied by the Company with respect to the CBRE Project and any information pertaining to a Subscriber's Subscription. Any additional detailed information requested by a Subscriber shall be provided only upon the Subscriber Organization's consent in writing or email to the Company, or unless the Public Utilities Commission or the CBRE IO requests that the Company provide such information to the Subscriber.
- L. Disclosure of CBRE Project Information. The Subscriber Organization acknowledges and agrees that the Company may publicly disclose the CBRE Project location, Subscriber Organization, nameplate capacity and generation data of the CBRE Project. Additionally, the Company will periodically provide a bill message to Subscribers clarifying that questions or concerns related to their Subscription should be directed to the Subscriber Organization, including a statement that the Subscriber Organization is solely responsible for resolving any disputes with the Company or the Subscriber about the accuracy of the CBRE Project production and that the Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.
- M. Certain Tax and Securities Law Issues. The Company makes no warranty or representation concerning the taxable consequences, if any, to Subscriber Organization or its Subscribers with respect to its Bill Credits to the Subscribers for participation in the CBRE Project. Additionally, the Company makes no warranty or representation concerning the implication of any federal or state securities laws on how Subscriptions to the CBRE Project are handled.

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- N. Full Cooperation with the PUC. The Parties agree to fully cooperate with any request for information from the PUC or the CBRE IO pertaining in any way to the CBRE Project, and will provide such information upon request in a timely manner. To the extent to which any request calls for producing a specific Subscriber's Account Information, Subscriber Energy Usage Data or Bill Credits, such information shall be provided and marked as Confidential Information.
  - O. New PV Systems. The PV System must not be built or previously interconnected at the time of application to the CBRE Program.
  - P. Fair Disclosure; Disclosure Checklist. Prior to the time when any person or entity becomes a Subscriber, the Subscriber Organization will fairly disclose the future costs and benefits of the Subscription and all other matters specified in the Disclosure Checklist and provide to the potential Subscriber a copy of this Contract. The Subscriber Organization shall comply with all other requirements of the PUC and applicable Laws with respect to communications with Subscribers.
7. Requirements Applicable to the Subscriber Organization's Relationship with its Subscribers. The Subscriber Organization must comply with all of the following:
- A. Subscriber Information. The Subscriber Organization shall issue Subscriptions in the PV System only to eligible retail electric service customers of the Company and provide to the Company the name, account number and service address attributable to each Subscription and the Subscriber Allocation for each Subscriber's Subscription. The Subscriber Organization shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing a Subscriber's Account Information, Subscriber Energy Usage Data, or Bill Credits. The Subscriber Organization will not disclose or share such information except as permitted by the Subscriber Agency Agreement and Consent Form executed by Subscriber in connection with Subscriber's acquisition of its Subscription in the CBRE Project or otherwise unless the Subscriber has provided explicit informed consent or if such disclosure is compelled by Law.
  - B. Subscriber Transfer or Exit.
    - (1) A Subscriber may change the premises to which the CBRE Project's electricity generation shall be attributed. So long as the premises is on the same island and meets eligibility requirements set forth in the CBRE Tariff, neither the Subscriber Organization nor Company shall charge a transfer fee. For example, when a Subscriber sells the premises to which the Subscription is attributed and inhabits new premises on the same island, this provision is intended to permit a Subscriber to transfer the Subscription to the new premises. If a Subscriber wants to transfer the Subscriber Allocation to another person or entity, there shall be no transfer charge/fee if the meter associated with the account remains unchanged. Subscribers shall be allowed to sell to another eligible customer of Company all or a portion of the Subscriber Allocation of such Subscriber at the applicable price set forth in the repurchase/resale price schedule attached to the Subscription Agreement provided that a Subscriber may never sell to any one eligible customer less than one-half of the Subscriber Allocation then held by such Subscriber. Subscriber Organization shall not knowingly allow the transfer of all or any part of any Subscriber Allocation at a price other than that set forth in the repurchase/resale price schedule attached to the Subscription Agreement.

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- (2) Eligibility Requirements for Transferees. The transferee(s) of such Subscriber Allocation must satisfy the requirements under the CBRE Tariff to be a Subscriber under the CBRE Program.
  - (3) Limitations on Size of Subscriber Allocation. Following completion of such transfer, the aggregate Subscriber Allocation to be held by such transferee(s) (including both the transferred Subscriber Allocation and any pre-existing Subscriber Allocation) must comply with the size limitations set forth in the CBRE Tariff.
  - (4) Eligibility Determination. Subscriber Organization shall determine the eligibility and permitted size of any such transfer by inquiry to the Company, manually through Company personnel in Phase 1 and electronically through the CBRE Online Portal once such software tool is available.
- C. Repurchase. Subscriber Organization shall repurchase a Subscriber Allocation when asked to do so by such Subscriber in accordance with the terms of the Subscription Agreement in the time frame required by the CBRE Tariff.
  - D. Updating Subscriber Information. On or before five (5) Business Days immediately preceding the first Day of each Production Month, the Subscriber Organization shall provide to the Company any and all changes to the Monthly Subscription Information, by entering new or updating previously-entered data through the CBRE Online Portal. Such data to be entered or changed by the Subscriber Organization shall include additions, deletions or changes to the listing of Subscribers holding Subscriptions in the CBRE Project, including any changes to the Subscriber's account number and service address attributable to each Subscription and the Subscriber Allocation for each Subscriber's Subscription.
  - E. Responsibility for Verification. The Subscriber Organization shall verify that each Subscriber is eligible to be a Subscriber in the CBRE Project and that the CBRE Tariff requirements are met.
8. [RESERVED].
  9. Events of Default by Subscriber Organization. The occurrence of any of the following shall constitute an "Event of Default" by Subscriber Organization:
    - A. If at any time during the Term, Subscriber Organization delivers or attempts to deliver to the Point of Interconnection for sale under this Contract electric energy that was not generated by the PV System and Subscriber Organization fails to cease such delivery or attempt to deliver such electric energy within ten (10) Days after Company's written notice of such delivery or attempt;
    - B. If at any time subsequent to the Commercial Operations Date, Subscriber Organization fails to provide electric energy to Company for a period of three hundred sixty-five (365) or more consecutive Days, unless such failure is caused by the inability of Company to accept such electric energy;
    - C. Subscriber Organization becomes insolvent, or makes an assignment for the benefit of creditors; or shall have an order for relief in an involuntary case under the bankruptcy Laws as now or hereafter constituted entered against it, or shall commence a voluntary

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case under the bankruptcy Laws as now or hereafter constituted, or shall file any petition or answer seeking for itself any arrangement, composition, adjustment, liquidation, dissolution or similar relief to which it may be entitled under any present or future Law; or seeks or consents to or acquiesces in the appointment of or taking possession by, any custodian, trustee, receiver or liquidator of it or of all or a substantial part of its properties or assets; or takes action looking to its dissolution or liquidation, and Subscriber Organization is unable to remedy such actions within one hundred eighty (180) Days of the occurrence of such breach or default; or

- D. Other than the events of default specified in Sections 9.A, B and C above, Subscriber Organization, by act or omission, materially breaches or defaults on any material covenant, condition or other provision of this Contract, if such breach or default is not cured within thirty (30) Days after written notice of such breach or default from Company; provided, however, that if it is objectively impossible to cure such breach or default within said thirty (30) Day period, then, for so long as Subscriber Organization is making the same effort to cure such breach or default as would be expected of an experienced independent power producer willing and able to exert commercially reasonable efforts to achieve such cure, Subscriber Organization shall have a cure period equal to three hundred sixty five (365) Days beginning on the date of Company's written notice of such breach or default.
- E. Company provides written notice to Subscriber Organization to terminate the Interconnection Agreement upon the conditions stated therein.

10. Remedies for Breach.

- A. In the event of any Event of Default by the Subscriber Organization, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively.
- B. For any Event of Default by the Subscriber Organization:
  - (1) Company shall provide written notice to the Subscriber Organization to remedy the Event of Default within the applicable cure period specified for such Event of Default, if any.
  - (2) If after the cure period, if any, provided for in the Company's notice the Subscriber Organization is still not in compliance with this Contract, then the Company shall have the right to request to terminate the Contract via a Notice of Intent to Terminate and Request for IO Concurrence to the IO (the "Notice to IO").
  - (3) If the CBRE IO concurs with the Company's request to terminate the Contract, the Company shall provide written notice to Subscriber Organization and Subscriber Organization shall have five (5) Business Days to provide proof that Company's and CBRE IO's determination to terminate the Contract is in error.
  - (4) If the Subscriber Organization fails to provide such proof or if the Company and the CBRE IO reasonably determine that such proof is insufficient to reverse the Company's decision to terminate, Company may proceed to terminate the Contract by providing a written notice of termination to Subscriber Organization. A copy of such

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notice shall be provided to all Subscribers of the CBRE Project, the CBRE IO and the PUC.

(5) The termination date in the notice of termination shall not be earlier than thirty (30) Days from the date of such notice.

- C. In the event of an Event of Default by the Subscriber Organization for which the Company sends a written notice pursuant to this Section 10, Company shall also send a copy of the notice as soon as practicable to any financing party for the CBRE Project whose contact information has been provided to the Company. Any such financing party shall have the right to cure the alleged breach within the cure period provided in Section 9 and Company agrees to accept any such cure as if made by the Subscriber Organization. The Company shall be under no obligation to provide any such financing party with any information contrary to the Data Privacy Commitments set forth in Exhibit 1 to the Subscriber Agency Agreement and Consent Form. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Subscriber Organization unless the Subscriber Organization has provided written consent to the Company permitting the release to the financing party of such confidential information.
- D. Subscriber Organization acknowledges that Company is a public utility and is relying upon Subscriber Organization's performance of its obligations under this Contract, and that Company and/or its customers may suffer irreparable injury as a result of the failure of Subscriber Organization to perform any of such obligations, whether or not such failure constitutes an Event of Default or otherwise gives rise to one or more of the remedies set forth in this Section 10. Accordingly, the remedies set forth in this Section 10 shall not limit or otherwise affect Company's right to seek specific performance injunctions or other available equitable remedies for Subscriber Organization's failure to perform any of its obligations under this Contract, irrespective of whether such failure constitutes an Event of Default.
- F. In the event of any breach of this Contract by Company, the Subscriber Organization shall provide Company with a written notice of the breach. Company shall have up to thirty (30) Days to cure the breach. If the breach is not cured within the thirty (30) Days, the Subscriber Organization may utilize the procedures set forth in Section 13. If the breach results in Bill Credits not being issued to one or more individual Subscribers, in the absence of a cure by Company within the allowed time following the notice, the applicable Subscriber(s) may also seek a remedy for any past due Bill Credits from the PUC pursuant to Section 13.
11. Error in Allocation. If there is a breach, error or changed circumstances resulting in some production from the CBRE Project being assigned in excess of a Subscriber's allowable Subscriber Allocation under the CBRE Tariff, then the Company may treat this excess as Unsubscribed Energy and not provide a Bill Credit to any Subscriber for any such excess production.
12. Limitation of Liability
- A. Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees
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and court costs, arising out of or resulting from the Party's performance of its obligations under this Contract, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

- B. Each Party's liability to the other Party for failure to perform its obligations under this Contract 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 punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.
- C. Notwithstanding any other provision, with respect to the Company's duties or performance or lack of performance under this Contract, the Company's liability to the Subscriber Organization shall be limited as set forth in the Company's rate book and terms and conditions for electric service, and shall not be affected by the terms of this Contract. There are no third-party beneficiaries of any Company duty under this Contract other than the Company's duty to Subscribers to issue Bill Credits as set forth in this Contract, and the duty to a financing party under Section 10.C. of this Contract.

13. Dispute Resolution

- A. Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.
- B. If a dispute arises under this Contract between the Parties which cannot be resolved by the Parties within thirty (30) Days after written notice of the dispute to the other Party, then the Parties shall mediate the dispute with the CBRE IO for resolution, which shall be non-binding upon the Parties.
- C. If the Parties still cannot resolve the dispute even after mediation with the CBRE IO, either Party may refer the dispute for resolution to the PUC, which shall maintain continuing jurisdiction over this Contract.

14. Environmental Credits. Included in the purchase and sale of electric energy are all of the Environmental Credits associated with the electric energy. Company will not reimburse Subscriber Organization for any taxes or fees imposed on Subscriber Organization including, but not limited to, State of Hawai'i general excise tax. To the extent not prohibited by law, Company shall have the sole and exclusive right to use the electric energy purchased hereunder to meet RPS and any Environmental Credit shall be the property of Company; provided, however, that such Environmental Credits shall be to the benefit of Company's ratepayers in that the value must be credited "above the line." Subscriber Organization shall use all commercially reasonable efforts to ensure such Environmental Credits are vested in Company, and shall execute all documents, including, but not limited to, documents transferring such Environmental Credits, without further compensation; provided, however, that Company agrees to pay for all reasonable costs associated with such efforts and/or documentation.

15. Representations and Warranties.

- A. Company and Subscriber Organization represent and warrant, respectively, that:
  - (1) Each respective Party has all necessary right, power and authority to execute, deliver and perform this Contract.

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(2) The execution, delivery and performance of this Contract by each respective Party will not result in a violation of any Laws, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which such Party is also a party or by which it is bound. No consent of any person or entity not a Party to this Contract, other than governmental agencies whose approval is necessary for construction of the PV System and interconnection facilities, is required for such execution, delivery and performance by either Party.

B. Subscriber Organization represents, warrants and covenants that:

(1) Subscriber Organization has obtained all Land Rights necessary for the construction, ownership, operation and maintenance of the PV System during the Term, and Subscriber Organization shall maintain such Land Rights in effect throughout the Term.

(2) As of the commencement of construction, Subscriber Organization shall have obtained (i) all permits or approvals from any applicable governmental agency necessary for the construction, ownership, operation and maintenance of the PV System and all interconnection facilities.

(3) Subscriber Organization's CBRE Project: (a) complies with all applicable federal and state securities Laws, and shall continue to be in compliance for the duration of the Term; (b) complies with all applicable Laws concerning the dissemination of personally identifiable information, and shall continue to be in compliance for the longer of (i) the Term or (ii) for as long as Subscriber Organization continues to hold or otherwise have access to any personally identifiable information of Subscribers or customers of Company; and (c) complies with all applicable Laws concerning consumer protection, and shall continue to be in compliance for the duration of the Term.

16. Miscellaneous. The "Miscellaneous" provisions in the Interconnection Agreement between the Parties addressing the following issues are incorporated into this Contract and are fully applicable to this Contract as if set forth in full herein. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Agreement," this shall mean this Contract for purposes of the Contract.

- A. Force Majeure
- B. Notices
- C. Assignment.
- D. Amendment; Modification or Waiver
- E. Governing Law and Regulatory Authority
- G. Binding Effect
- H. Confidential Information
- I. Non-Warranty
- J. Relationship of Parties
- K. Execution of Agreement; Multiple Counterparts

17. Term. The Term shall be the same as for the Interconnection Agreement applicable to the CBRE Project, and each shall begin when signed by the Parties and end twenty (20) years after the Commercial Operations Date unless otherwise provided for in this Contract. In the event of termination, or early termination of this Contract, applicable provisions shall continue in effect after termination to the extent necessary to enforce and complete the duties, obligations or

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responsibilities of the Parties arising prior to termination and, as applicable, to provide for final billings and adjustments related to the period prior to termination, repayment of any money due and owing to either Party pursuant to this Contract.

**SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives. This Contract is effective as of the Effective Date set forth above.

**[Subscriber Organization]**

**[Hawaiian Electric Company, Inc.  
Hawai'i Electric Light Company, Inc.  
Maui Electric Company, Limited], a  
Hawai'i corporation**

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

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

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

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

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

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

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**ATTACHMENT A**

**CALCULATION AND REPORTING OF CURTAILED ENERGY**

1. Curtailed Energy (including Compensable Curtailed Energy) shall be calculated and reported by Subscriber Organization in accordance with the procedures set forth in this Attachment A, as the same may be modified or supplemented by the Parties.
2. Curtailment Report. Commencing with the month during which the Commercial Operations Date is achieved, and for each calendar month thereafter during the Term, Subscriber Organization shall provide to Company a "Curtailment Report" in the form attached as Exhibit 1 (IPP Monthly Curtailment Report) for the calendar month in question. Subscriber Organization shall deliver such Curtailment Report to Company by the tenth (10<sup>th</sup>) Business Day following the close of the calendar month in question. Company shall have the right to audit and verify all data set forth in the Curtailment Report and, upon Company's request, Subscriber Organization shall promptly provide to Company any additional data and supporting documentation necessary for Company to audit and verify any matters in the Curtailment Report.
3. Log of Curtailment Events. Subscriber Organization shall maintain a log of Curtailment Events that records the date, start time, and end time of all Curtailment Events. The start time shall be logged as the time the PV System receives the curtailment signal from the Company System Operator. The end time shall be logged as the time the PV System receives the curtailment control signal from the Company System Operator to end or modify the curtailment set point. Curtailment Events in which the Company System Operator modifies the curtailment set point shall be reported as separate Curtailment Events, using the time at which the curtailment set point was modified as the end time of the first Curtailment Event and the start time of the subsequent Curtailment Event.
4. Disagreements Concerning Curtailed Energy.
  - (a) Data "Gaps". The Parties acknowledge that certain of the data points required to calculate Curtailed Energy are dependent upon the continuous proper functioning of the system to record, transmit and store such data. Any "gaps" in such data that occur because of malfunctions in such system are referred to herein below as "Data Gaps."
  - (b) Notice of Disagreement. Company shall provide written notice to Subscriber Organization within ninety (90) Days after Company's receipt of a Curtailment Report if Company disagrees with any of the following (collectively, "Curtailment Disagreement"): (i) the identification of the "reason" for a Curtailment Event, (ii) any data point set forth in a Curtailment Report, (iii) Subscriber Organization's proposed estimate for any data "missing" because of Data Gaps, (iv) any calculation of Curtailed Energy set forth in a Curtailment Report or (v) any other matter concerning the Curtailment Report. Together with any such notice of disagreement, the Company shall include its own calculations, proposed estimates for any data "missing" because of Data Gaps and other support for its position.
  - (c) Informal Dispute Resolution. Upon issuance of a notice of disagreement, the Parties shall review the contents of the Curtailment Report(s) and the notice of disagreement and attempt to resolve such Curtailment Disagreement.
  - (d) Condition to Dispute Resolution. A Curtailment Disagreement shall constitute a "Dispute" under Section 13 of this Contract, and shall be resolved under said section if the Parties are unable to reach agreement pursuant to Section 4(c) above.

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**EXHIBIT 1**

**TO**

**CALCULATION AND REPORTING OF CURTAILED ENERGY**

**IPP MONTHLY CURTAILMENT REPORT**

NAME OF IPP FACILITY: [Facility Name]

REPORT PERIOD: [Month Day, Year] to [Month Day, Year]

CURTAILMENT EVENTS REPORTED DURING REPORT PERIOD

Event No.	Event Date	Start Time	End Time	Facility Output at Start of Event (MW)	Facility Output at End of Event (MW)	Curtailed Energy (kWh)	Curtailment Signal Set Point (MW)	Reason for Curtailment

TOTAL CURTAILED ENERGY DURING REPORT PERIOD: \_\_\_\_\_ kWh

TOTAL COMPENSABLE CURTAILED ENERGY DURING REPORT PERIOD: \_\_\_\_\_ kWh

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Order No. 35560; Filed June 29, 2018, Docket No. 2015-0389  
Transmittal Letter Dated July 10, 2018.