# APPENDIX III

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

**(Less than 250 kW)**

This Community-Based Renewable Energy Program Interconnection Agreement (less than 250 kW) (“Agreement”) is made by [Hawaiian Electric Company, Inc., Maui Electric Company, Ltd., Hawai‘i Electric Light Company, Inc.], a Hawai‘i corporation (hereafter called "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 2 Tariff (“CBRE Tariff”), intends to construct a CBRE Facility (as defined in Section 4 below), that qualifies for the Company’s CBRE program (“CBRE Program”), and desires to interconnect and operate the CBRE 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:
		1. The CBRE Tariff is subject to modification by the Hawai‘i Public Utilities Commission (“Commission”).

# Your Agreement and CBRE 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.**

* 1. **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 CBRE 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.
	2. **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:
		1. The Parties agree in writing to terminate the Agreement; or
		2. 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 CBRE Facility by the Company. Once the CBRE 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
		3. Once the CBRE Facility is operational, the Subscriber Organization may terminate this Agreement after 30 days written notice to the Company, provided, however, that any termination by Subscriber Organization under 3(b) or 3(c) shall be accompanied by a corresponding termination of the SFC (as defined in Section 6 below); or
		4. Company may terminate this Agreement after 30 days written notice to the Subscriber Organization if:
			1. The Subscriber Organization fails to interconnect and operate the CBRE Facility pursuant to the terms of this Agreement; or
			2. The Subscriber Organization fails to take all corrective actions specified by the Company’s written notice that the CBRE Facility is out of compliance with the terms of this Agreement, within the timeframe set forth in such notice;
			3. There is a default by the Subscriber Organization under the SFC which entitles Company to terminate the SFC;

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, provided, further, that any termination by Company under this 3(d) shall be accompanied by a corresponding termination of the SFC.

* 1. **CBRE Facility Description**. For the purposes of this Agreement, the “CBRE 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 CBRE Facility is identified in Exhibit A (Description of CBRE Facility). **[DRAFTING NOTE: This Agreement is drafted to include a battery energy storage system ("BESS") as part of the CBRE Facility. References to the BESS and/or storage appear in bold text and brackets and will need to be revised to conform to specifics of each CBRE Project.]**
	2. **Scope of Agreement**. The Parties understand and agree that this Agreement applies only to the operation of the CBRE Facility described in Exhibit A.
	3. **Parallel Operation**. For Generating Facilities less than 250 kW, Company shall allow Subscriber Organization to interconnect and operate the CBRE 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 Two between Subscriber Organization and Company (“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. Additional provisions to Rule 14H in this Agreement shall also apply. To the extent this Agreement conflicts with Rule 14H the provisions of this Agreement shall apply.
	4. Voltage Ride-Through. Voltage Ride-Through. Whenever the utility Distribution System voltage at the Point of Interconnection varies from and remains outside the normal operating high and normal operating low region voltage for the predetermined parameters set forth in Table 1. The Facility’s protective functions shall cause the Facility’s Advanced Inverter(s) to Cease to Energize the utility Distribution System. Unless provided alternate settings by the Company, the Facility must comply with the voltage ride-through and trip settings specified in Table 1:
1. The Facility shall stay connected to the utility Distribution System while the grid remains within the “Ride-Through Until” voltage-time range and must operate in accordance with the “Operating Mode” specified for each “Operating Region”.
2. In the Continuous Operation region, the Facility’s Advanced Inverter shall reduce power output as a function of voltage, in accordance with section (iv) Volt-Watt of Rule 14H.
3. Different settings than those specified in Table 1 may be specified by the Company

Table 1: Voltage Ride-Through Table

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Operating Region** | **Voltage at Point of Interconnection (% of Nominal Voltage)** | **Operating Mode** | **Ride-Through Until (s)** | **Default Maximum Trip Time (s)** |
| **OV2**  | V > 120  | Cease to Energize  | N/A  | 0.16 (1)  |
| **OV1**  | 120 ≥ V > 110  | Mandatory Operation | 0.92 | 1 |
| **CO**  | 110 ≥ V > 100  | Continuous Operation (Volt-Watt)  | N/A  | N/A  |
| **CO**  | 100 > V ≥ 88  | Continuous Operation  | N/A  | N/A  |
| **UV1**  | 88 > V ≥ 70  | Mandatory Operation  | 20  | 21  |
| **UV2**  | 70 > V ≥ 50  | Mandatory Operation  | 10-20  | 11-21(2)  |
| **UV3**  | 50 > V  | Momentary Cessation  | N/A  | 2  |

(1)Must trip time under steady state condition. Inverters will also be required to meet the Company’s Transient Overvoltage criterion (TrOV-2). Ride-Through shall not inhibit TrOV-2 requirements.

(2)May be adjusted within these ranges at manufacturer's discretion.

1. Frequency-Watt. A Facility’s inverters shall be certified to meet the frequency-droop requirement stated in IEEE 1547-2018, “IEEE Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power System Interfaces.” For certification purposes, range of allowable settings in Table 2 shall be used as an exception to the 1547-2018 values. In this mode, the Advanced Inverter shall modulate active power when the frequency at the Point of Interconnection is outside the Frequency-Watt deadband dbOF and dbUF as specified by the default settings in Table 2.

Table 2 Frequency-Watt Settings

|  |  |  |
| --- | --- | --- |
| Parameter | Default Value  | Range of allowable settings(1) |
| dbOF, dbUF (Hz) | 0.036 | 0.017 -1.0 |
| kOF, kUF | 0.04 | 0.02 - 0.07 |
| Tresponse (small-signal) (s) | 0.5 | 0.2-10 |

(1)For the single-sided deadband values (dbOF, dbUF) ranges, both the lower value and the upper value is a minimum requirement (wider settings shall be allowed). For the frequency droop values (kOF, kUF) ranges, the lower value is a limiting requirement (the setting shall not be set to lower values) and the upper value is a minimum requirement (the setting may be set to greater values). For the open-loop response time, Tresponse (small-signal), the upper value is a limiting requirement (the setting shall not be set to greater values) and the lower value is a minimum requirement (the setting may be set to lower values).

1. Unintended Islanding. A Facility’s inverters shall be certified to meet the unintentional islanding requirement stated in IEEE 1547-2018 (or latest version), “IEEE Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power System Interfaces.” Ride through requirements specified herein shall not inhibit the islanding detection performance where a valid unintentional islanding condition exists.
	1. **Permits and Licenses**. Subscriber Organization shall be responsible for the design, installation, operation, and maintenance of the CBRE Facility and shall obtain at its expense, and maintain any required governmental authorizations and/or permits for the construction and operation of the CBRE Facility.

# Installation.

1. Design, installation, operation and maintenance of the CBRE 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 CBRE Facility from the Company’s system. The 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 CBRE 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.
2. The Subscriber Organization grants access to the Company to utilize the disconnect device, if needed. Company may enter premises where the CBRE Facility is located, as permitted by law or tariff, for the following purposes: (1) to inspect CBRE Facility’s protective devices and read or test meter(s); and (2) to disconnect the CBRE 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 CBRE Facility, or the absence or failure of properly operating protective device.
3. Under no circumstances shall a Subscriber Organization interconnect and operate the CBRE Facility in parallel with the Company’s electric system without prior written approval by the Company.
4. Once the CBRE 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.
5. If the CBRE Facility is a facility interconnecting at the Distribution Level, the CBRE Facility shall follow the applicable Rule 14H interconnection process at the time of interconnection.
6. The CBRE Facility must comply with the communications and controllability requirements set forth in Section F of the CBRE Tariff.

# Interconnection Facilities.

1. 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 CBRE 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 Exhibit B (Subscriber Organization-Owned CBRE 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 CBRE Facility interconnection.
	3. The Subscriber Organization agrees to test the CBRE 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 CBRE Facility, including such testing, records and operating procedures as more fully described in Exhibit C attached hereto.
	4. The Company may inspect the CBRE Facility and Subscriber Organization’s interconnection facilities.
2. 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 CBRE Facility as required for the parallel operation with the CBRE 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 CBRE 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 chartered 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, 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.

# 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 Observe 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.

# Continuity of Service.

1. 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 a system emergency, forced outage, operating conditions on its system; or the inability to accept deliveries of energy due to excess energy conditions; or if either the CBRE 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.
2. When the Company determines that curtailment of energy becomes necessary for excess energy (“Curtailment Event”), curtailments shall be made in reverse chronological order in accordance with Section 2.A.2 of the Standard Form Contract When Company determines that curtailment of energy becomes necessary for engineering and/or operating reasons that are directly attributable to the CBRE Facility, or system conditions exist that require reduction of the CBRE Facility for reliability and stability reasons, the above curtailment order will not apply.
3. The CBRE Facility will be included in a group of solar projects designated as Phase 2 of the CBRE Program established by the Commission’s Decision and Order No. 37070 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 2 Curtailment Block”) for purposes of implementing excess energy curtailment. When the Company is implementing excess energy curtailments, facilities included in the CBRE Phase 2 Curtailment Block shall be curtailed in reverse chronological order in accordance with the Standard Form Contract Section A.2 and Section D(3) of Attachment B to the Standard Form Contract. 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 CBRE Facility for excess energy.
4. 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.
5. If all local and remote curtailment controls become unavailable or fail, the CBRE Facility shall, without intentional delay, disconnect from the Company’s system.
6. 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.
7. 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 CBRE 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 Curtailment Event. The Subscriber Organization shall not override Company’s curtailment.
	1. **Personnel and System Safety**. If at any time the Company determines, in its sole discretion, that the continued operation of the CBRE 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 CBRE Facility from the Company’s electric system remotely or otherwise. The CBRE 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 CBRE Facility during such period. The Company shall not be liable, directly or indirectly, for permitting or continuing to allow an attachment of the CBRE Facility for the acts or omissions of the Subscriber Organization that cause loss or injury, including death, to any third party.
	2. **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.
	3. **Limitation of Liability**.
		1. 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.
		2. 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 incur
		3. ed. 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.
		4. 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.
	4. **Subscriber Organization and CBRE Facility Information.** By signing this Agreement, the Subscriber Organization expressly agrees and authorizes the Company to: (a) 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 CBRE Facility, including but not limited to Watts, Vars, Watt Hours, current and voltage, status of the CBRE Facility, inverter settings, any and all recorded event or alarm logs recorded, (collectively “CBRE Facility Data”) that Company reasonably determines are needed to ensure the safe and reliable operation of the CBRE Facility or the Company’s system; or (b) make such modifications to the Subscriber Organization’s system, at no cost to the Company, that Company determines, in its reasonable discretion, are needed to ensure the safe and reliable operation of the CBRE Facility or the Company’s system. Subscriber Organization expressly agrees and irrevocably authorizes Subscriber Organization Agents to disclose such Subscriber Organization Data to Company and to make such modifications to the Subscriber Organization’s CBRE Facility upon request by Company.
	5. **Additional Information**. The Company reserves the right to request additional information from Subscriber Organization relating to the CBRE 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.
	6. **No Material Changes to CBRE Facility**. The Subscriber Organization agrees that no material changes or additions to the CBRE Facility shall be made without having obtained prior written consent from the Company, which consent shall not be unreasonably withheld. Total Rated Capacity of the CBRE Facility must be less than 250kW and in no event may exceed such Total Rated Capacity. If the CBRE 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.
	7. **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 CBRE Facility will be installed to meet all preceding requirement(s).

# Good Engineering Practice.

1. 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.
2. 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.
	1. **Insurance**. The following insurance provisions are only applicable to Generating Facilities with a Total Rated Capacity greater than 10 kW but less than 250 kW:
3. The Subscriber Organization shall, at its own expense and during the term of the Agreement and any other time that the CBRE 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 CBRE Facility, the CBRE Facility’s operations, and the CBRE Facility’s interconnection with the Company’s system:
4. 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 CBRE Facility |
| $1,000,000 | Greater than 30 kW and less than 250 kW |
| $500,000 | Greater than 10 kW and less than or equal to 30 kW |

1. 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.
2. 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.
3. 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.

# Miscellaneous.

1. **Disconnection and Survival of Obligations.** Upon termination of this Agreement, the CBRE 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.
2. **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.
3. **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.
4. **Termination of Existing Agreement**. This Agreement shall supersede any existing agreement, if any, under which Subscriber Organization is currently operating the CBRE Facility and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.
5. **Notices**.
All notices, consents and waivers under this Agreement shall be in writing and will be deemed to have been duly given when (i) delivered by hand, (ii) sent by electronic mail ("E-mail") (provided receipt thereof is confirmed via E-mail or in writing by recipient), (iii) sent by certified mail, return receipt requested, or (iv) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and E-mail Addresses set forth below (or to such other addresses and E-mail addresses as a Party may designate by notice to the other Party):

 Company:

 By Mail:

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

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

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

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

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

 Delivered By Hand or Overnight Delivery:

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

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

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

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

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

 By E-mail:

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

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

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

With a copy to:

By Mail:

Hawaiian Electric Company, Inc.

Legal Division

P.O. Box 2750

Honolulu, Hawai‘i 96840

By E-mail:

Hawaiian Electric Company, Inc.

Legal Division

Email: legalnotices@hawaiianelectric.com

Seller: The contact information listed in Attachment A (Description of Generation, Conversion and Storage Facility) hereto.

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. Any Party hereto may change its address for written notice by giving written notice of such change to the other Party hereto.

Any notice delivered by E-mail shall request a receipt thereof confirmed by E-mail or in writing by the recipient and followed by personal or mail delivery of such correspondence any attachments as may be requested by the recipient, and the effective date of such notice shall be the date of receipt, provided such receipt has been confirmed by the recipient.

The Parties may agree in writing upon additional means of providing notices, consents and waivers under this Agreement in order to adapt to changing technology and commercial practices..

1. **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 CBRE Facility debt and reasonably acceptable to Company, to acknowledge an assignment of such debt and/or pledge/mortgage.
2. **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.
3. **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.
4. **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.
5. **Force Majeure**. For purposes of this Agreement, “Force Majeure Event” means any event: (a) that is beyond the reasonable control of the affected Party; (b) that is not the direct or indirect result of the fault or negligence of that Party; (c) in whole or in part delays or prevents a Party’s performance under this Agreement, and (d) 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, lighting, 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, within five (5) Days, 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.
6. **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 CBRE Facility and any structures, equipment, wires, appliances or devices appurtenant thereto.
7. **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.
8. **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

# 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 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# EXHIBIT A

**DESCRIPTION OF CBRE 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):

Interconnection Date (to be filled out by the Company upon the Company’s approval and execution of the Agreement):

**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)

5. Generator Qualifications

Generator Type:

* Photovoltaic with DC Inverter
* Non-Photovoltaic DC Generator

 No Yes (include Exhibit A-1)

Does this design include an Energy Storage System?

What is the system’s Maximum Export capability?

Technical System Size: kW Maximum Export: kW

6. Interconnecting Equipment Technical Data Generator Disconnect Information:

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) |
| 1 | 1 | 1 |  |  |  |  |  |
| 2 | 2 | 2 |  |  |  |  |  |
| 3 | 3 | 3 |  |  |  |  |  |
| 4 | 4 | 4 |  |  |  |  |  |
| 5 | 5 | 5 |  |  |  |  |  |
| Total Inverter Capacity (kW): |  |
| Micro Inverter | Central/StringInverter | Module Manufacturer | Model | Qty. | STC Rating (kW)\* | Quantity x STC Rating (kW) |
| 1 | 1 |  |  |  |  |  |
| 2 | 2 |  |  |  |  |  |
| 3 | 3 |  |  |  |  |  |
| 4 | 4 |  |  |  |  |  |
| 5 | 5 |  |  |  |  |  |
| Total Module Capacity (kW): |  |
| Total Capacity of Inverter #: | 1: | 2: | 3: | 4: | 5: |
| **Total Program Size (kW):** |  |
| 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

Transformer Data Not Applicable

*A copy of transformer Nameplate and Manufacturer’s Test Report may be substituted*

Transformer Primary (Volts): Transformer Secondary (Volts):

* Delta Wye Wye Grounded Delta Wye 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:

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 A-1****DESCRIPTION OF CBRE FACILITY – ADDITIONAL INFORMATION****[ADDITIONAL INFORMATION FOR CBRE FACILITIES THAT: (1) INCLUDE AN ENERGY STORAGE SYSTEM; (2) INCLUDE NON-PHOTOVOLTAIC GENERATORS; OR (3) HAVE A TOTAL SYSTEM CAPACITY GREATER THAN 30 KW OR THREE-PHASE ELECTRICAL SERVICE]** |
| 1. Energy Storage System Information
 | □ Not Applicable |
| *Specification sheets must be provided for all equipment listed in the section below*  |
| Description of Energy Storage System Operations: |
| Manufacturer: |  | Model: |  |
| Size kW: |  | Max Capacity kWh: |  |
| Rated kW discharge:  |  |  Rated kW charge: |  |
| Will the energy storage system be used only as an Emergency Backup System? |
| □ No | □ Yes |  |
| Describe mode(s) of operation (e.g. charge and discharge timing; does the system match the load with PV and battery?) |
|  |
|  |
| Will the distribution grid be used to charge the storage device? |
| □ No | □ Yes, charging periods: |  |
| Will power be exported to the grid? |
| □ No | □ Yes, maximum export to the grid:  |  |
| 1. Wind Generator System Information
 | □ Not Applicable |
| *Specification sheets must be provided for all equipment listed in the section below*  |
| DC Generator Manufacturer | Model | Qty. | Rating (kW) | Quantity x Rating (kW) |
|  |  |  |  |  |
| Total DC Generator Capacity (kW): |  |
| Inverter Manufacturer | Model | Qty. | Rating (kW) | Quantity x Rating (kW) |
|  |  |  |  |  |
| Total Inverter Capacity (kW): |  |
| **Total System Capacity (kW):** |  |
| Fault Current Contribution of Generator (Amps): |  |
|  |  |
| 1. Technical Information for Synchronous and Induction Generators
 | □ Not Applicable |
| *Specification sheets must be provided for all equipment referenced in the section below*  |
| Number of starts per day: |  | Maximum Starting kVA: |  | Generator Operating Power Factor: |  |

|  |
| --- |
| Generator Grounding Method (check all that apply): |
| □ Effectively Grounded | □ Resonant Grounded | □ Low-Inductance Grounded | □ Low-Resistance Grounded | □ High-Resistance Grounded | □ Ungrounded |
| Generator Characteristic Data\*: |
| \* Not needed if Generator Nameplate and Manufacturer’s Specification Sheet are provided. |
| Direct Axis Synchronous Reactance, Xd: | P.U.  | Direct Axis Transient Reactance, X’d: | P.U. |
| Direct Axis Subtransient Reactance, X”d: | P.U. | Inertia Constant, H: | P.U. | Excitation Response Ratio: |  |
| Direct Axis Open-Circuit Transient Time Constant, Xd: | Seconds | Direct Axis Open-Circuit Subtransient Time Constant, T”do: | Seconds |
| 1. Interconnecting Equipment Technical Data
 |
| Transformer Data | □ Not Applicable |
| *A copy of transformer Nameplate and Manufacturer’s Test Report may be substituted* |
| Transformer Primary (Volts): |  | Transformer Secondary (Volts): |  |
| □ Delta | □ Wye | □ Wye Grounded | □ Delta | □ Wye | □ 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:  |  |
| 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 CBRE FACILITY AND INTERCONNECTION FACILITIES**

1. **CBRE Facility**
	1. Compliance with laws and standards.
		1. The CBRE Facility, CBRE Facility design, and CBRE 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 CBRE Facility Interconnection Standards, Technical Requirements (“Interconnection Standards”), as set forth in Rule 14, Paragraph H.1 of the Company’s tariff.
		2. 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.
	2. Avoidance of adverse system conditions. The CBRE 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:
		1. Unintended islanding.
		2. Inadvertent and unwanted re-energization of a Company dead line or bus.
		3. Interconnection while out of synchronization.
		4. Overcurrent.
		5. Voltage imbalance.
		6. Ground faults.
		7. Generated alternating current frequency outside of permitted safe limits.
		8. Voltage outside permitted limits.
		9. Poor power factor or reactive power outside permitted limits.
		10. Abnormal waveforms.
	3. 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 CBRE 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 CBRE Facility is interconnected (“Facility Protection Devices/Schemes”).
	4. Maximum Export. The net instantaneous MW output from the CBRE 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.
	5. CBRE Facility protection and maintenance.
		1. The Subscriber Organization is solely responsible for securing and providing adequate protection for the CBRE 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 CBRE 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.
		2. 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 CBRE Facility or any of the individual components of the CBRE 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.

# Information Security Requirements.

# 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 CBRE 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 CBRE Facility, including to protect 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.

# 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 CBRE 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 CBRE Facility, including to protect the confidentiality and integrity of any of Company’s Confidential Information as well as the operation of Company’s systems.

# Security Breach. In the event that Subscriber Organization discovers or is notified of a breach, potential breach of security, or security incident at the CBRE 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.

# “Subscriber” means a retail customer of the Company who owns a subscription of Subscriber Organization’s CBRE project interconnected with the Company.

# Subscriber Organization Interconnection Facilities.

1. 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 CBRE Facility with the Company’s system (“Subscriber Organization Interconnection Facilities”). Such facilities shall be accessible at all times to authorized Company personnel.
2. The Subscriber Organization shall comply with the Company’s Interconnection Standards.
3. 1) Single-line diagram of the CBRE Facility, 2) relay list, trip scheme and settings of the CBRE Facility, 3) CBRE Facility Equipment List, and 4) three-line diagram, which identify the circuit breakers, relays, switches, synchronizing 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 CBRE 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 CBRE Facility in a safe and reliable manner. The three-line diagram shall show potential transformer and current transformer ratios, and details of the CBRE Facility’s configuration, including relays, meters, and test switches.
4. 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.
	1. Approval of Design Drawings. The single-line diagram, relay list, trip scheme and settings of the CBRE 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.
	2. [Reserved]
	3. Schedule. The Company and the Subscriber Organization have agreed upon on a schedule for the progression of the CBRE 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.

# Verification Testing.

* 1. Upon initial parallel operation of the CBRE 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, CBRE Facility performance, and power quality and, if necessary, control the CBRE 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.
1. 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 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.
2. 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 CBRE 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.
3. 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.
4. Tests and battery replacements as specified in this section 2 of Exhibit B shall be at the Subscriber Organization’s expense.
5. The CBRE Facilities may 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.

# Inspection of the CBRE Facility.

* 1. 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 CBRE Facility (including but not limited to relay settings and trip schemes) and the equipment to be installed therein.
	2. 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 CBRE 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.
	3. If the Company does not perform an inspection of the CBRE 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 CBRE 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 CBRE 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 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.
	4. 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 CBRE 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 CBRE Facility commences operations.

# Operating Records and Procedures.

* 1. The Company may require periodic reviews of the maintenance records, and available operating procedures and policies of the CBRE Facility.
	2. The Subscriber Organization must separate the CBRE 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.
	3. 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.

# Changes to the CBRE Facility, Operating Records, and Operating Procedures.

* 1. The Subscriber Organization agrees that no material changes or additions to the CBRE Facility as reflected in the single-line diagram, relay list, trip scheme and settings of the CBRE Facility, CBRE 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.
	2. As a result of the observations and inspections of the CBRE 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 CBRE 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.

# CBRE Facility Equipment List.

The CBRE Facility shall include the following equipment:

[Specific items to be attached as necessary. The CBRE 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 CBRE 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”.]

# Subscriber Organization Payment to Company for Company Interconnection Facilities, Review of CBRE 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 CBRE 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, CBRE Facility performance, and power quality and, if necessary, control the CBRE Facility. The following summarizes the Total Estimated Interconnection Cost:

|  |  |
| --- | --- |
| **Description** | **Estimated Cost ($)**[If no cost, state “None”.] |
|  |  |
| **Total Estimated Interconnection Cost ($):** |  |

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 CBRE 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.

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.

# 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**[[1]](#footnote-2)\***].

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, by facsimile transmission of documents to **[Bank Fax Number]** or other such number as specified from time to time by the bank, or by email transmission of documents to **[Bank Email Address]** or other such email address 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 or email , 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, 21st Floor

Honolulu, Hawai‘i 96813

and to

SVP & Chief Financial Officer

Hawaiian Electric Company, Inc.

900 Richards Street, 4th 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]**

1. \* For draw relating to lapse of Letter of Credit while credit support is still required pursuant to the Standard Form Contract. [↑](#footnote-ref-2)