

INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

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This Interconnection Agreement for Member-Owned Renewable Generation Systems ("Interconnection Agreement") is made this _____ day of _____ 20____, by and between Clay Electric Cooperative, Inc. ("Cooperative") and _____ ("the Member") located at _____, Florida, referred to herein individually as a "Party" and collectively as the "Parties."
 Account # _____ Meter # _____ DCkW size: _____

RECITALS

Whereas, a Renewable Generation System ("RGS") is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 1000 kilowatts (kW) alternating current (AC) power output and is primarily intended to offset part or all of a Member's current electricity requirements. RGS systems should be designed not to exceed the member's service load consumption. 20Kw RGS systems or greater will require pre-approval.

Whereas, the Member has requested to interconnect its Renewable Generation System of kW to the Cooperative's electrical service grid at the Member's presently metered location; and

Whereas, the Cooperative and Seminole Electric Cooperative, Inc. ("Seminole") have entered into that certain Wholesale Power Contract ("WPC"), effective as of July 30, 1975, which provides, among other things, that the Cooperative may allow net metering for renewable energy resources which are located on a Member's premises; and

Whereas, the Cooperative and Seminole have entered into that certain Net Metering Agreement dated January 14, 2009, which provides the standard interconnection requirements for a Member's RGS installation.

Whereas, the Member acknowledges the complexity and integrated nature of the Cooperative's electric system, to which the Member desires interconnection and with which Member desires parallel operation, and

Whereas, the Member acknowledges the important safety issues and financial consequences on the Cooperative's electric system that could result from any deviation by the Member from the requirements of this Agreement.

Now, Therefore, in consideration of the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1) The Member agrees to provide the Cooperative with written certification that the RGS installation has been inspected by the local code official who has certified that the installation was permitted and has been approved and has met all electrical and mechanical requirements. Such certification shall be delivered to Cooperative prior to the operation of the RGS.
- 2) The Member shall, prior to operation of the RGS, provide equipment specifications to the Cooperative identifying and certifying in writing that the RGS, inverters and associated equipment design, and installation and operation adhere to IEEE-1547 Standards, UL-1741 Standards, the National Electric Code, and, if applicable, have been approved by the Florida Solar Energy Center (FSEC Std 203-05).
- 3) The Member is responsible for the inspection, maintenance, and testing in accordance with the manufacturer's instructions and applicable codes, standards, and regulations to ensure that the RGS and associated equipment are operated correctly and safely.

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- 4) The Member agrees to permit the Cooperative and/or Seminole, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Interconnection Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The Cooperative shall provide the Member with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone, as to when the Cooperative may conduct inspection or document review, and the Member shall provide the Cooperative with as much notice as reasonably practicable regarding the testing of the RSG equipment and protective apparatus. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Member agrees to provide the Cooperative access to the Member’s premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement. The Member shall notify the Cooperative at least ten (10) days prior to the in-service date of the RGS to provide sufficient notice for the Cooperative to be able to be present, if it so chooses, when the RGS is placed in service. Seminole shall have the same rights and duties of inspection as the Cooperative; however, nothing herein obligates the Cooperative or Seminole to inspect, and the failure of the Cooperative and/or Seminole to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to Cooperative or Seminole nor relieve Member of its duties hereunder.
- 5) The Member is responsible for protecting the RGS, inverters, protection devices, and other system components from the normal and abnormal conditions and operation that occur on the Cooperative's electrical system in delivering and restoring system power. The Member certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
- 6) The Member shall not energize the Cooperative's system when the Cooperative's system is de-energized. There shall be no intentional islanding, as described in IEEE 1547, between the Member’s and the Cooperative's systems.
- 7) (a) For an RGS with a capability of ten (10) kW or less, the Member shall provide and maintain not less than (\$100,000) dollars of Personal Injury and Property Damage Liability Insurance.

(b) For an RGS with a capability of greater than ten (10) kW, the Member shall provide and maintain not less than one million dollars (\$1,000,000) of Personal Injury and Property Damage Liability Insurance. Proof of said insurance shall be provided by the Member and attached to this Interconnection Agreement, and all policy renewals shall be provided to the Cooperative.
- 8) The Member shall, at the Member’s expense, install and maintain a manual disconnect switch to provide a separation point between the AC power output of the RGS and any Member facilities connected to the Cooperative's electrical system. The manual disconnect switch shall be mounted separately from the meter socket and shall be readily accessible at all times to the Cooperative and shall be capable of being locked in the open position by the Cooperative. The Cooperative may open and lock the switch, isolating the RGS from the Cooperative's electrical service grid without prior notice to the Member. To the extent practical, the Cooperative will attempt to notify the Member of its intent to disconnect the RGS from the Cooperative's electrical service grid but shall have no liability for failure to do so.

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- 9) "Gross power rating" ("GPR") means the manufacturer's AC nameplate generating capacity of the RGS that will be interconnected to and operate in parallel with the Cooperative's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Member's responsibility to notify the Cooperative of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications. If such modifications are approved by the Cooperative, an amendment to this Interconnection Agreement shall be executed by the Parties and the Member recognizes and agrees that an increase in GPR in excess of ten (10) kW may impose additional requirements on the Member.
- 10) The RGS must have a GPR that does not exceed ninety percent (90%) of the Member's utility distribution service rating or 90% of the Cooperative's transformer capacity (kVA) at the Member's location. The Cooperative will not increase the size of the distribution equipment (including transformer) for a RGS designed to exceed the Member's demand and energy usage.
- 11) The Cooperative will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Member's service associated with the RGS will be metered at a single metering point, and the metering equipment shall be capable of measuring the net energy delivered by the Cooperative to the Member and the net energy delivered by the Member to the Cooperative on a monthly basis. The Member agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
- 12) Should the member decide to install a battery storage system in conjunction with their RGD, the battery storage system shall be subject to the following guidelines:
- a) Battery storage equipment installed behind a member's meter must be certified by a Nationally Recognized Laboratory (NRTL) to current UL 1741 standard for safety. A label must be permanently affixed to the meter enclosure stating, "**Battery storage utilized in this facility.**"
 - b) Battery storage units integrated with an RGS are solely for the customer's use and shall not export power from the battery to the Cooperative. During outage scenarios the battery system can provide backup power as long as it is disconnected from the Cooperative's grid. The member is required to install a UL listed automatic transfer switch or special inverter for these applications.
 - c) Per Rule 25-6.065(2)(d) of the Florida Administrative Code, battery storage systems are not defined as renewable energy. Battery systems without an RGS shall only charge off the Cooperative's grid as interconnecting is prohibited. The member is required to install a UL listed automatic transfer switch.
- 13) The Member shall indemnify, hold harmless and defend the Cooperative and Seminole from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property in any way directly or indirectly connected with, or growing out of operation of the RGS, except in those cases where loss occurs due to the grossly negligent actions of the Cooperative.
- 14) The Cooperative may charge a reasonable non-refundable processing fee for interconnection of an RGS.
- 15) The Cooperative has the right, at the Member's expense, to disconnect the RGS at any time. This may result from but is not limited to:

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- a. Cooperative and/or Seminole's system maintenance, operation and emergency operations;
 - b. Hazardous conditions existing on the Cooperative's and/or transmission provider's system due to the operation of the RGS generating or protective equipment as determined by the Cooperative or Seminole;
 - c. Hazardous conditions existing on the Cooperative's and/or transmission provider's system due to the operation of the RGS generating or protective equipment as determined by the Cooperative or Seminole;
 - d. Adverse electrical effects on the electrical equipment of the Cooperative's other electric Members as determined by the Cooperative;
 - e. Failure by the Member to adhere to the terms of this Interconnection Agreement, including the approved capacity of RGS or battery storage system; and,
 - f. Failure by Member to pay sums due to the Cooperative for electric service or any other reason.
- 16) On the termination of this Interconnection Agreement, the Cooperative, at the Member’s expense, shall open and padlock the manual disconnect switch and remove any additional Cooperative equipment associated with the provision of net metering service. At the Member’s expense, the Member agrees to permanently isolate the RGS and associated equipment from the Cooperative's electric service grid. The Member shall notify the Cooperative within ten (10) working days that the disconnect procedure has been completed.
- 17) The Parties agree that the sole and proper jurisdiction and venue for any legal action brought to enforce this Interconnection Agreement or to address the rights and obligations of this Interconnection Agreement shall be the State Court of the proper jurisdiction located within the State of Florida.
- 18) In the event of any dispute hereunder for any action to interpret or enforce this Interconnection Agreement, the prevailing Party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.
- 19) Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by United States certified mail, Return Receipt Requested, addressed as follows:

If to Member:

If to Cooperative:
 Clay Electric Cooperative, Inc.
 C/O Energy Services Manager
 PO Box 308
 Keystone Heights, FL 32656

Notice of any change in any of the above addresses shall be deemed in the manner specified in this section.

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20) Other Special Provisions (*e.g. collection of monthly administrative fees, interconnection/upgrade costs*):

21) This Interconnection Agreement, when duly executed, constitutes the entire agreement between the Parties with respect to matters herein contained.

In Witness Whereof, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

Member: Print Name or Organization

Clay Electric Cooperative, Inc.

By: _____
Signature: Authorized Representative

By: _____
Signature

(Print Name and Title)

Richard K. Davis, GM/CEO