

INTERCONNECTION AGREEMENT FOR SMALL PHOTOVOLTIAIC SYSTEMS

This Agreement (“Interconnection Agreement”) is made this ____ day of _____, in the year of _____, by and between Peace River Electric Cooperative, Inc. (hereinafter referred to as “Cooperative”), whose mailing address is P. O. Box 1310, Wauchula, Florida 33873, and _____ (hereinafter referred to as “Customer”) located at _____, Florida, collectively referred to as the Parties.

RECITALS

Whereas, the Customer has requested to interconnect its Small Photovoltaic System (SPS), of 50 kW or less to the Cooperative’s electrical service grid at the Customer’s presently metered location.

Whereas, the Customer has requested compensation for any excess electrical energy produced by the Customer’s SPS and delivered onto the Cooperative’s electric service grid.

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, as amended, has a term through December 31, 2045, and which provides among other things that the Cooperative shall purchase from Seminole all electric power and energy which the Cooperative shall require for the operation of the Cooperative’s system.

Whereas, the Cooperative and Seminole have entered into that certain Agreement to Purchase Excess Energy of Small Photovoltaic Systems (“SPS Agreement”), which provides among other things, for the purchase by Seminole of the excess electrical energy produced by the Customer’s SPS for use of said excess electrical energy on the Cooperative’s system.

Whereas, Seminole’s compensation for the purchase of the excess electrical energy produced by the Customer’s SPS shall be credited on the Cooperative’s billing to the Customer.

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

- The Customer agrees to provide written certification that the SPS 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 upon execution of this Interconnection Agreement.

- The Customer shall, prior to _____, provide equipment specifications to the Cooperative identifying and certifying in writing that the SPS, Inverters and associated equipment design, installation and operation adheres to IEEE-1547 Standards, UL-1741 Standards, the National Electric Code, and has been approved by the Florida Solar Energy Center (FSEC Std 203-05).
- The Customer is responsible for the inspection, maintenance, and testing in accordance with the manufacturer's instructions and applicable codes, standards, and regulations to insure that the SPS and associated equipment are operated correctly and safely.
- The Customer agrees, upon proper notice, to allow inspection, during normal business hours, of its SPS facility and equipment by the Cooperative and/or Seminole to determine unit availability and compliance with this Interconnection Agreement provisions and the provisions of the SPS Agreement. However, nothing herein obligates Cooperative or Seminole to inspect and failure of the Cooperative and Seminole to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to Cooperative or Seminole nor relieve Customer of its duties hereunder.
- The Customer is responsible for protecting its generating equipment, 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 Customer agrees to provide and maintain not less than \$100,000 of Personal Injury and Property Damage Liability Insurance and to list Cooperative and Seminole as additional insureds on such policy. Proof of said insurance in effect at the time of interconnect shall be provided by the Customer and attached to this Interconnection Agreement.
- The Customer agrees to, at the Customer's expense, install and maintain a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the SPS and any Customer facilities connected to the Cooperative's electrical system. The manual disconnect switch shall be mounted separate 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 SPS from Cooperative's electrical service grid without prior notice to the Customer. To the extent practical, the Cooperative will make an attempt to notify the Customer of its intent to disconnect the Customer's SPS from the Cooperative's electrical service grid, but shall have no liability for failure to do so.

- The Customer 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 Customer's SPS, except in those cases where loss occurs due to the gross negligent action of the Cooperative.
- The Cooperative will provide, and the Customer's electrician will connect on the Customer's premises, the necessary additional metering equipment to measure kilowatt-hours delivered back to the Cooperative's electric service grid.
- Excess Electric Energy (kWh) is defined as the energy produced by the Customer's SPS that exceeds the amount of energy needed from the SPS to self-serve the Customer's electrical requirements and which is metered as being delivered back to the Cooperative's electric grid. All excess kWh, when it is available, will be delivered to the Cooperative's electric grid.
- The Cooperative will credit the Customer's electric bill account for the amount of Excess Electric Energy. The amount of the credit shall be based on the As-Available energy payments for Qualifying Facilities of 100 Kilowatts or Less as specified in Seminole's Rate Schedule QF-1, as amended from time to time, and as attached to this Interconnection Agreement. Crediting may reflect a monthly lag.
- The Cooperative may charge a reasonable non-refundable processing fee for interconnection.
- The Cooperative has the right, at the Customer's expense, to disconnect the Customer's SPS at any time. This may result from but is not limited to:
 - Cooperative and/or Seminole's system maintenance, operation and emergency operations;
 - Hazardous conditions existing on the Cooperative's and/or Seminole's system due to the operation of the Customer's SPS generating or protective equipment as determined by the Cooperative;

- Adverse electrical effects on the electrical equipment of the Cooperative's other electric customers as determined by the Cooperative;
 - Failure by the Customer to maintain and keep in force the required insurance; and,
 - Failure by Customer to pay sums due to the Cooperative for electric service or any other reason.
- On the termination of this Interconnection Agreement, the Cooperative, at the Customer's expense, shall open and padlock the manual disconnect switch and remove the additional kilowatt-hour meter and associated Cooperative equipment. At the Customer's expense, the Customer agrees to permanently isolate the Customer's SPS and associated equipment from the Cooperative's electric service grid. The Customer shall notify the Cooperative within 10 working days that the disconnect procedure has been completed.
 - 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, County of Hardee.
 - 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
 - The Parties acknowledge that this Interconnection Agreement is subject to the SPS Agreement and the WPC, each entered into between Cooperative and Seminole. This Interconnection Agreement is intended to be consistent with the SPS Agreement and the WPC, but in the event that any of the provisions of this Interconnection Agreement shall be held or otherwise determined to be in conflict with either the SPS Agreement or the WPC, the Parties agree that the SPS Agreement or the WPC, respectively, shall prevail.

- The Parties acknowledge and agree that Seminole is a third party beneficiary with the full right and authority to enforce the terms and conditions of this Interconnection Agreement.
- 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 Customer:

If to Cooperative:

PEACE RIVER ELECTRIC COOPERATIVE, INC.
Post Office Box 1310
Wauchula, Florida 33873

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

- Other Special Provisions
 - An SPS larger than 10kW may require engineering studies to determine what if any reliability impacts there are to the Cooperative's electric distribution system. The costs to perform such studies will be paid by the Customer to Cooperative in advance.
 - An SPS larger than 10kW may require additional insurance coverage including but not limited to coverage amounts and specific coverage.
 - Engineering studies will include but not be limited to impacts to voltage regulations, coordination of fault protection devices, harmonics, interconnection design and islanding.
 - Customer understands and agrees that Cooperative has the right to develop and implement new rates and/or amend existing rates.
 - Cooperative will be providing backup capacity and energy to Customer during times that the SPS is not providing power and at times when the Customer's SPS is not working either at full

capacity or is not working at all. Cooperative reserves the right to make backup charges to the Customer.

- Cooperative reserves the right to bill Customer for any costs related to interruption of the Cooperative's distribution system caused by the failure of the Customer's SPS to perform properly.
- Certification by Customer and party installing the SPS that SPS is installed in accordance with current IEEE Std. 929-2000.
- 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.

Charges and Terms Accepted:

Customer: Print Name or Organization

Peace River Electric Cooperative, Inc.

By: _____
Signature: Authorized Representative

By: _____
Signature

(Print Name and Title)

(Print Name and Title)