

INTERCONNECTION AGREEMENT FOR MEMBER OWNED GENERATION (MOG) SYSTEM TO THE ELECTRIC UTILITY GRID

This Agreement between West Florida Electric Cooperative Association, Incorporated, a Florida Corporation, hereinafter called "Cooperative", and

hereinafter called "Member", is for the interconnection of a generation system, hereinafter called "MOG", of no more than 50 kW of alternating current power output and is primarily intended to offset part of or all of member's power requirements. The parties agree as follows:

1. Member shall complete the Interconnection Application and Compliance form attached as Exhibit 1.

2. At least ten (10) business days before the date Member begins operating the MOG in parallel with utility's electric system, Member shall provide Cooperative with the following:

- a. certification that the MOG complies with IEEE – 1547 (2003), entitled "Standard for Interconnecting Distributed Resources with Electric Power Systems";
- b. certification that the MOG complies with IEEE – 1547.1 (2005), entitled "Standard for Conformance Tests Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems";
- c. certification that the MOG complies with UL 1741 (2005), entitled "Standard for Inverters, Converters, and Controllers for use in Independent Power Systems";
- d. proof of general liability insurance for personal and property damage in the amount of no less than \$100,000.00; and
- e. documentation showing the MOG has been inspected and approved by local code officials prior to its operation.

3. Cooperative shall provide Member with written notice that it has received the documents required by Paragraphs 1 and 2, above, within ten (10) business days of receipt. The Member shall not begin parallel operations until Member has received this written notice from Cooperative, and Cooperative's written approval on the Interconnection Application and Compliance form.

4. In addition to the foregoing, Member shall also:

- a. Install a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the MOG and any Member wiring connected to Cooperative's system. The manual disconnect switch shall be mounted separate from the meter socket and shall be readily accessible to Cooperative and capable of being locked in the open position with a utility padlock. Cooperative may open the switch, isolating the MOG (or the premises), without prior notice to Member. To the extent practicable, however, prior notice shall be given; and
- b. indemnify, defend and hold harmless Cooperative from all losses resulting from the operation of the MOG of any kind or sort whatever, including damages to person and to property no matter where located, except in those cases where a loss occurs due to the direct negligent action of Cooperative.

5. Cooperative may disconnect the MOG under any one of the following conditions:

- a. Cooperative system emergencies or maintenance requirements;
- b. hazardous conditions existing on Cooperative's system due to the operation of Member's MOG generating or protective equipment as determined by Cooperative;
- c. adverse electrical effects (such as power quality problems) on the electrical equipment of Cooperative's other electric consumers caused by the MOG as determined by Cooperative;
or
- d. the failure of Member to maintain the required insurance.

6. Cooperative shall have the right to inspect the MOG and its component equipment to ensure compliance with subsections (2) and (4). Cooperative has the right to have personnel present at the initial testing of Member equipment and protective apparatus.

7. The Member is solely responsible for protecting its generating equipment, inverters, protection devices, and other MOG components from damage from the normal and abnormal conditions and operations which occur on the utility system in delivering and restoring system power; and to inspect, maintain, and test the MOG equipment in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.

8. Cooperative may install, at its own expense, an additional meter or metering equipment on Member's premises capable of measuring any excess

kilowatt-hours produced by the MOG and delivered back to Cooperative. The value of such excess generation shall be credited to Member's bill based on the average monthly fuel charge and variable operating and maintenance expenses as provided for under Cooperative's residential tariff approved by the Florida Public Service Commission. If Cooperative does not install such a meter or metering equipment, Cooperative shall permit Member to net meter any excess power delivered to Cooperative by use of a single standard watt-hour meter capable of reversing directions to offset recorded consumption by Member. If the kilowatt-hour of energy produced by the MOG exceeds Member's kilowatt-hour consumption for any billing period, such that when the meter is read the value is played on the register is less than the value displayed on the register when it was read at the end of the previous billing period, Cooperative shall carry forward credit for the excess energy to the next billing period. Credits may accumulate and be carried forward during 12-Month periods specified by Cooperative (e.g., January 1 through December 31). If at the end of each 12-month period specified by Cooperative a credit to Member is outstanding, Cooperative shall pay Member the amount of such credit.

9. The Member shall complete Sections A, B and C of Exhibit 1 attached hereto and submit it with this signed Agreement, and shall retain a copy of Exhibit 1 for the completion of Sections D, E and F to be submitted with the items Member is required to submit under Paragraph 2 hereof, except that Section F (2) shall be completed by Cooperative, if approved. Cooperative shall evaluate the completed Exhibit 1, and shall approve or disapprove the Application within ten (10) business days. If disapproved, Cooperative shall state the reasons for disapproval in writing and Member shall have a reasonable time thereafter to remedy any causes for disapproval. If approved, Cooperative shall sign the F (2) of the Compliance section and return a copy to Member.

10. Any costs incurred by Cooperative in accommodating Member's request for an interconnection shall be paid by Member prior to the interconnection.

11. Cooperative's approval of the Application and Compliance form (Exhibit 1) shall not constitute a waiver of any liability on the part of Member, nor constitute any representation or warranty that the MOG will operate as intended for a particular use. Cooperative's approval is solely for the benefit of Cooperative, and merely constitutes Cooperative's acceptance of Member's representation and the Contractor's representation that they have complied with the terms of this Agreement, particularly with the standards and requirements specified in Paragraphs 2 and 4.

12. At any time that Member's service is disconnected, and anyone other than Member seeks to reconnect the service, the MOG shall be disconnected from Cooperative's system and shall not be interconnected until the new Member agrees in writing to assume all obligations under this Agreement. Cooperative

may also condition any re-interconnection on a re-certification of the MOG by a duly licensed contractor, in addition to Cooperative's rights under Paragraph 6.

13. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees from the non-prevailing party.

14. The Agreement shall be interpreted and construed according to the laws of the State of Florida without regard to the party or parties deemed to have drafted.

15. Except with respect to matters within the jurisdiction of the Florida Public Service Commission, the venue for any litigation arising under this Agreement shall be in the Circuit Court in and for Jackson County, Florida.

16. This is the entire agreement between the parties and supersedes all prior agreements, understandings, or representations between the parties whether in writing or not.

Member:

Signature:

Print Name:

Street Address

City, State and Zip Code:

Telephone No.:

Date:

**West Florida Electric
Cooperative Association,
Incorporated**

Signature:

Title:

Date:

Witnesses As To Member:

Signature:

Print Name:

Signature:

Print Name: