

**FEED IN TARIFF SOLAR ENERGY PURCHASE AGREEMENT**

**Seller Name:** \_\_\_\_\_

**Seller Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Facility Location** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Solar Energy Purchase Agreement ("SEPA" or "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "Effective Date") by and between the "**Seller**" and the City of Gainesville, Florida, a municipal corporation d/b/a Gainesville Regional Utilities ("**Buyer**") with its principal place of business at 301 SE 4<sup>th</sup> Ave, Gainesville, FL. Seller and Buyer are hereinafter referred to individually as a "Party" and collectively as the "Parties".

**WHEREAS**, Buyer desires to purchase solar electric energy together with the environmental attributes associated with it; and

**WHEREAS**, Seller desires to develop, design, construct, own and operate a solar electric generating Facility with an expected combined nameplate capacity of approximately \_\_\_\_\_ kilowatts (direct current rating -DC) before the end of calendar year 2009, and which are further described below as the "Facility" or "Facilities"; and

**WHEREAS**, the scale and design of the Facilities is accommodated by the Buyer's current criteria and policies for interconnection and purchase of solar power by means of a "Feed In Tariff" as defined and legislated by City of Gainesville in Appendix A of Section 27, City of Gainesville's Code of Ordinances; and

**WHEREAS**, Seller desires to sell 100% of the net output of the Facilities as alternating current (AC) electricity at standard voltage and frequency, further defined below as Solar Energy, to Buyer, and Buyer has accepted Seller's offer in accordance with the terms and conditions set forth in this SEPA; and

**WHEREAS**, Seller has not previously received rebates from the Buyer or entered into a net metering agreement with the Buyer for the Facilities, and has met all requirements to have capacity reserved for either calendar year 2009 or 2010;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

**ARTICLE 1 – DEFINITIONS**

**1.1 "Avoided Cost"** means the sum of the base-rate embedded fuel charge per kilowatt-hour plus the prevailing monthly fuel adjustment charge per kilowatt-hour established pursuant to Chapter 27, Appendix A, City of Gainesville Code of Ordinances.

**1.2 “Environmental Attributes”** means any and all regulatory credit or market value accrued as the result of generating solar energy, including but not limited to renewable energy credits, carbon offsets, SO<sub>2</sub> and NO<sub>x</sub> emission offsets, and any other environmental benefits, reductions, offsets, allowances, certificates, or green tags resulting from the generation of Solar Energy or the avoidance of the emissions of any gas, chemical or other substance to the air attributable to the electricity generated by the Facility. For the avoidance of doubt, “Environmental Attributes” exclude: (i) any local, state or federal production or investment tax credit, depreciation deductions or other tax consideration providing a tax benefit based on ownership or a security interest in the Facility, or energy production from any portion of the Facility, including any investment tax credit expected to be available to Seller with respect to the Facility, including but not limited to any tax credit available under United States Code Title 26, Subtitle A, Chapter 1, Subchapter A, Part IV, Subpart E, Section 48 (*Energy Credits*), as amended; and (ii) depreciation deductions and benefits, and other tax benefits arising from ownership or operation of the Facility unrelated to its status as a generator of renewable or environmentally clean energy.

**1.3 “Facility” or “Facilities”** means Seller’s solar electric generating equipment which produces solar energy subject to this SEPA, each of which delivers such electricity to the Buyer at a single Point of Interconnection. Each Facility will include equipment or other tangible assets necessary for the operation and maintenance of the Facility, including but not limited to solar modules, mounting systems, wiring harnesses, conduits, inverters, transformers, breakers, lightning protection, and grounding apparatus, together with any easements or leases the Seller needs for the construction operation and maintenance of the Facility and the delivery of Solar Energy to the Point of Interconnection. Any Facility covered by this SEPA will be owned by Seller and will be operated and maintained by Seller at the Seller’s sole cost and expense, for Seller’s benefit as legal and beneficial owner of the Facility.

**1.4 “Interconnection Agreement”** The agreements between the Buyer and Seller setting forth the terms and conditions under which the Seller’s Facilities are Interconnected with the Buyer’s, as attached here as Attachment A to the SEPA, which by this reference is incorporated herein.

**1.5 “Point of Interconnection”** is defined as the point at which the ownership of electric facilities and/or equipment transitions from Buyer to the Seller.

**1.6 “Solar Energy”** means the energy produced by the facility from the conversion of sunlight to electricity. The devices that perform this conversion produce direct current (DC) voltage which then must be transformed to alternating current (AC) synchronized to the Buyer’s frequency and voltage at the Point of Interconnection. Revenue metering and payment is based on AC kilowatt-hours. System capacity is measured in DC watts.

## **ARTICLE 2 – GENERAL PROVISIONS**

**2.1 Applicability.** This SEPA shall only apply to Facilities approved pursuant to Attachment A that are to be installed by the Seller within the calendar years of 2009 or 2010 at the aforementioned “Facilities Address” for the express purpose of selling 100% of the net Solar Energy output of the Facility to the Buyer. Attachment A describes the approved Facilities covered under this SEPA.

**2.2 Interconnection Requirements.** Notwithstanding any other provision of this SEPA Buyer shall have no obligation to purchase Solar Energy from any Facility until and unless Seller is in compliance with the approved interconnection requirements for the Facility. If any conflict arises between any portion of this SEPA and the requirements of Attachment A, Attachment A shall take precedence. Disconnection of any Facility from the Buyer’s electric system for any contractual, operational or safety reason, shall not obligate the Buyer to replace any revenues thus lost by the Seller.

**2.3 Metering.** Seller shall at Seller's sole cost and expense provide and install the meter socket approved by the Buyer. Except as provided under Section 4.2 of Attachment A, hereto attached, the Buyer shall provide a revenue meter to be read by the Buyer at approximately monthly intervals for determination of payment due to Seller at a monthly service charge to the Seller as designated Appendix A, Gainesville Code of Ordinances. Any request by Seller to test the metering accuracy shall be conducted at Seller's cost pursuant to Buyer's prevailing rates, practices and policies for testing retail revenue meters.

**2.4 No Electric Supply to the Facility.** The Parties recognize that this SEPA does not provide for the supply of any electric service by Buyer to Seller or to the Seller's Facility, and Seller must enter into separate arrangements for the supply of electric services to the Facility. Should the Facility need any electric service, Buyer will identify a connection point and the Seller shall make the appropriate connection arrangements and shall pay Buyer for power consumed and customer service charges in accordance with the prevailing ordinances of the Buyer.

**2.5 Facility Operation.** Seller shall provide staff to control and operate each Facility in a manner consistent at all times with Attachment A. Personnel employed by the Seller capable of starting, operating and stopping the Facilities shall be reachable by telephone, pager or similar wireless communication device at all times.

**2.6 Information Requirement.** Seller shall provide documentation signed by system provider of final total installed cost and installed capacity of the facility covered by this agreement before any payments for energy are made by the Buyer.

**2.7 Conflict With Business Partners Rate Discount Agreement.** Buyer waives the prohibition contained in any the Business Partners Rate Discount Agreement (BPRA) between Seller and Buyer that prohibits Seller from utilizing self-generated electricity. This waiver shall survive the termination of this Agreement.

### **ARTICLE 3 – TERM OF AGREEMENT**

The Term hereof shall begin on the Effective Date and shall, unless sooner terminated or amended as provided herein, end on the date as designated in Section 4.3 (the "Expiration Date"). Seller may terminate this agreement at any time and is under no obligation to produce Solar Energy. In the event that this SEPA is terminated, the Seller may continue to self-generate electricity but may not interconnect with the Buyer's distribution system until a replacement interconnection agreement is executed. Upon execution of the replacement interconnection agreement, the Seller shall be allowed to deliver energy to the Buyer in accord with the prevailing policies of the Buyer at that time. After such action, Buyer will no longer be able to re-enter this agreement.

### **ARTICLE 4 – SALE AND PURCHASE OF SOLAR ENERGY**

**4.1 Sale and Purchase Obligation.** During the Term and subject to the provisions of this SEPA, Seller shall sell and deliver or cause to be delivered, and Buyer shall purchase and receive or cause to be received, one hundred percent (100%) of the Solar Energy and Environmental Attributes generated by the Facility.

**4.2 Solar Fuel Exclusivity.** No energy from a fuel source other than solar shall be generated, distributed or transmitted from this Facility.

**4.3 Solar Energy Price.** Initial and complete one of the three following paragraphs:

\_\_\_\_ Facility to which this SEPA applies has capacity reserved for calendar year 2009 and Buyer shall pay Seller for each kilowatt hour (“kWh”) of solar energy that is actually produced and delivered by Seller to the Point of Interconnection at the rate of \$0.\_\_\_\_\_/kilowatt-hour. The Term hereof shall begin on the Effective Date and shall, unless sooner terminated or amended as provided herein, end on December 31, 2029 (the “Expiration Date”).

\_\_\_\_ Facility to which this SEPA applies has capacity reserved for calendar year 2010 and Seller elects to connect to the Buyer’s grid prior to January 1, 2010. Seller shall be paid at Avoided Cost for each kWh of solar energy produced and delivered by the Seller until the first meter reading after January 1, 2010. Buyer shall make reasonable attempts to read the facility’s meter as soon as possible after that date. For all energy produced after the first meter reading in January, 2010, Buyer shall pay Seller for each kilowatt hour (“kWh”) of solar energy that is actually produced and delivered by Seller to the Point of Interconnection at the rate of \$0.\_\_\_\_\_/kilowatt-hour. The Term hereof shall begin on the Effective Date and shall, unless sooner terminated or amended as provided herein, end on December 31, 2030 (the “Expiration Date”).

\_\_\_\_ Facility to which this SEPA applies has capacity reserved for calendar year 2010 and Seller wishes to commence construction during calendar year 2009 but does not anticipate completing the project before January 1, 2010. Buyer shall pay Seller for each kilowatt hour (“kWh”) of solar energy that is actually produced and delivered by Seller to the Point of Interconnection after January 1, 2010 at the rate of \$0.\_\_\_\_\_/kilowatt-hour. The Term hereof shall begin on the Effective Date and shall, unless sooner terminated or amended as provided herein, end on December 31, 2030 (the “Expiration Date”).

**4.4 Taxes and Fees.** Seller shall have sole responsibility for paying any applicable taxes or fees applicable to the Facility or from the sale of Solar Energy to the Buyer.

**ARTICLE 5 – BILLING AND PAYMENT**

**5.1 Records, Invoices, and Payments.** Each Facility shall be treated as a unique account in the Buyer’s accounting system which shall record the amount of Solar Energy delivered by the Seller and which will produce the invoice of payment due from the Buyer. The meter at the Point of Interconnection of each Facility shall be read as part of the Buyer’s normal metering reading procedures, which is approximately once a month. The kilowatt-hours delivered to the Buyer shall then be recompensed to the Seller on a monthly basis. All documents received or created by the Buyer shall be subject to disclosure under the Public Records Law of Florida as may be amended from time to time.

**5.2 Billing Disputes.** Either Party may dispute invoiced amounts, but shall pay to the other Party at least the undisputed portion of invoiced amounts on or before the invoice due date. To resolve any billing dispute, the Parties shall use the procedures set forth in Section 8.2. When a billing dispute is resolved, the Party owing shall pay within thirty (30) Business Days of the date of such resolution, with late payment interest charges calculated at 0.016% compounded daily.

**ARTICLE 6 – SUCCESSORS AND ASSIGNS**

**6.1 Assignment by Seller.** This Agreement shall be freely assignable by Seller to any third party upon written notice of such assignment to Buyer, which notice contains complete contact information regarding the assignee; and, provided said third party qualifies by owning and operating a Solar Electric Generating Facility which qualifies under Buyer’s criteria and policies for interconnection and purchase of solar power by means of a “Feed In Tariff” as provided under

applicable ordinances of the City of Gainesville at the time of said Assignment; the assignee executes a written undertaking acceptable in form to Buyer by which assignee is bound to all the terms and conditions of this Agreement; and further provided, that Seller may collaterally assign its interest in this Agreement to any lender or any financial institution or institutions participating in the financing of the Facility, provided, however, Seller shall remain fully responsible according to this Agreement for all of its obligations and liabilities hereunder. No such assignment shall alter or impair the rights of any surety. Buyer agrees to provide such legal opinions and consents as may be reasonably requested by Seller and Seller's lender in connection with such financing.

**6.2 Assignment by Buyer.** This Agreement shall not be assigned by Buyer without the prior written consent of Seller, which shall not be unreasonably withheld or delayed.

**6.3 Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties to this Agreement and any successor or assignee acquiring an interest hereunder consistent with Sections 6.1 and 6.2 hereof.

**ARTICLE 7 – EVENTS OF DEFAULT**

Failure of this Facility to stay in compliance with the requirements of Attachment A shall be an event of default and may result in the Buyer disconnecting this Facility from the electric system. Should the Seller participate in any form of current diversion or theft of electricity from the Buyer, such act will be considered an event of default. Upon an Event of Default by Seller and upon the expiration of any cure or notice period required by this Agreement, Buyer may:

- (1) Terminate this Agreement;
- (2) Recover from Seller the damages Buyer incurred as a direct result of the Event of Default; and
- (3) Except as may be limited under the terms of this SEPA, exercise any other remedy Buyer may have at law or equity.

**ARTICLE 8 – CONTRACT ADMINISTRATION AND NOTICES**

**8.1 Notices in Writing.** Except as provided below, notices required by this SEPA shall be addressed to the other Party at the addresses as noted below:

Seller: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Buyer: Assistant General Manager/ Strategic Planning  
 P.O. Box 147117 Station A136  
 Gainesville, Florida 32614-7117  
 Phone: 352-393-1260  
 Fax: 352-334-3151

For the purpose of making emergency or other communications relating to the operation of the Facility under the provisions of this Agreement, the parties designate the following for said notification:

Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer: Assistant General Manager/ Energy Delivery  
P.O. Box 147117 Station A126  
Gainesville, Florida 32614-7117  
Phone: 352-393-1511  
Fax: 352 334-2784

**8.2 Dispute Resolution.** In the event of any dispute arising under this SEPA (a "Dispute"), within ten (10) Business Days following the delivered date of a written request by either Party (a "Dispute Notice"), the Parties' Authorized Representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. In the event the Authorized Representatives cannot resolve the Dispute within thirty (30) Business Days after commencement of negotiations, within ten (10) Business Days following any request by either Party at any time thereafter, each Authorized Representative (i) shall independently prepare a written summary of the Dispute describing the issues and claims, (ii) shall exchange its summary with the summary of the Dispute prepared by the other Authorized Representative, and (iii) shall submit a copy of both summaries to a senior officer of the respective Parties with authority to irrevocably bind the Party to a resolution of the Dispute. Promptly upon receipt of the Dispute summaries, the senior officers for both Parties shall negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within fourteen (14) Business Days following receipt of the Dispute summaries by the senior officers, either Party may seek available legal remedies. Notwithstanding any provision in this SEPA to the contrary, if no Dispute Notice has been issued within four (4) months following the occurrence of all events and the existence of all circumstances giving rise to the Dispute (regardless of the knowledge or potential knowledge of either Party of such events and circumstances), the Dispute and all claims related thereto shall be deemed waived and the aggrieved Party shall thereafter be barred from proceeding thereon.

**ARTICLE 9 - SELLER INSURANCE REQUIREMENTS**

**9.1 Coverage.** The Seller shall maintain in full force and effect, general liability insurance for personal injury and property damage of at least \$200,000 per occurrence per facility identified on page one of this agreement. A home or business owner's policy that provides at least this level of coverage is acceptable for meeting the insurance requirement of this Agreement.

**9.2 Certificate of Insurance.** The Seller shall provide a Certificate of Insurance documenting the required coverage as set forth in Section 9.1 to Buyer and the certificate shall become a part of this Agreement. Automatic notification to Buyer must be established for both annual renewals and, if appropriate, any termination of such insurance. In the event that the Seller fails to maintain the insurance coverage required by this Agreement, Buyer has the right to immediately terminate this Agreement, immediately terminate the Facility interconnection and require the Seller to permanently disconnect the Facility from the distribution system.

## ARTICLE 10 - INDEMNIFICATION

The Seller shall indemnify, hold harmless and defend Buyer its officers and employees from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, including the Facility, in any manner directly or indirectly connected with, or growing out of the installation, operation or maintenance of the Seller's Facility, except in those cases where loss occurs due solely to the negligent actions of Buyer.

## ARTICLE 11 - TERMINATION OF AGREEMENT

**11.1 Proof of Purchase.** This SEPA will terminate automatically if the Seller has not committed to purchase, by contract, purchase order, or payment, the equipment needed to construct the Facility within 60 days of the date of execution of the SEPA. A single extension of 30 days may be granted by the Buyer if there have been extenuating circumstances outside the Seller's control.

**11.2 Completion.** This SEPA will terminate automatically if the Seller's Facility as described in Exhibit I is not fully completed and operational within 120 days from the date of execution of this SEPA. A single extension of 90 days may be granted by Buyer if the Facility is substantially, but not fully, completed after 120 days from the execution date or there have been extenuating circumstances outside the Buyer's control. The Facility will be deemed substantially completed if sixty percent (60%) or more of total budgeted equipment for this Facility has been installed on site. FAILURE TO PAY IN ADVANCE FOR CONSTRUCTION OF FACILITIES ON BUYER'S SIDE OF THE POINT OF INTERCONNECTION AS MAY BE REQUIRED PURSUANT TO SECTION 3.5 OF ATTACHMENT A COULD MATERIALLY AFFECT THE ABILITY TO COMPLETE THE PROJECT.

**11.3 Failure to Insure.** In the event that Seller fails to maintain the insurance coverage required by this Agreement, Buyer shall have the right to immediately terminate this Agreement.

**11.4 Audit/Disconnection.** Buyer may perform periodic audits and testing of the Facility at such intervals as it may deem proper. In the event that Buyer has, pursuant to the provisions of this Agreement (including but not limited to 6.1 of Attachment A hereto) disconnected the Facility, Buyer shall provide written notice thereof as soon as practicable to the Seller of the issue or deficiency causing Buyer to disconnect the Facility. If after 30 days from the receipt of the aforementioned notice the issue which caused the disconnection is not remedied to Buyer's satisfaction, Buyer may terminate this Agreement and provide written notification to the Seller to that effect. Once this Agreement has been terminated, the Seller may be required to submit a new Application and adhere to the then current process for Facility interconnection.

**11.5 Right to Lock Out.** Upon termination of this SEPA for any reason, Buyer may padlock the manual disconnect switch in the open (disconnected) position and may modify or remove any Buyer installed equipment.

**11.6 Supplementary Rights.** The rights described in this section are supplementary to any rights Buyer may have in law or equity arising out of any violation of the terms of this Agreement.

**ARTICLE 12 – NO THIRD PARTY BENEFICIARIES**

Nothing in this SEPA confers, is intended to confer, or shall be deemed to confer upon any party other than the Parties hereto and their permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this SEPA except as expressly provided in this SEPA.

**ARTICLE 13 - COMPLETE AGREEMENT; AMENDMENTS**

The terms and provisions contained in this SEPA constitute the entire agreement between Buyer and Seller and supersedes any prior agreement between the parties regarding the subject matter hereof. No amendment to this SEPA shall be effective unless in writing and signed by both Parties hereto.

**ARTICLE 14 – CONTROLLING LAW; VENUE**

The validity, performance, and all matters relating to the interpretation and effect of this SEPA shall be governed by the laws of the State of Florida and the venue for any dispute shall be Alachua County, Florida.

**IN WITNESS WHEREOF**, the Parties have executed this SEPA.

Seller:

\_\_\_\_\_  
Name of Company if Applicable

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Buyer:

**The City of Gainesville, Florida  
d/b/a Gainesville Regional Utilities**

Approved as to form and legality:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Utilities Attorney

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT A

### APPROVAL OF FACILITIES FOR INTERCONNECTION AND CONDITIONS FOR OPERATION

This Attachment A constitutes the approval of Seller's facilities for interconnection with the Buyer's electric distribution system and conditions required for parallel operation of Seller's distributed generation resource under this SEPA. This approval is required in order to provide interconnection of Seller's facilities under conditions which will insure the safety of Buyer's customers and employees, as well as the reliability and integrity of its distribution system. For the purposes of this Attachment A the term Distributed Generation Resource ("DGR") shall be interchangeable with the term Facility as used in SEPA and is defined as any source of electrical energy that is not connected directly to the high voltage electrical transmission system, but typically connected to the medium voltage electrical distribution system. For the purpose of this SEPA the DGR is defined as a solar photovoltaic generation system and any reference to the "distribution system" will mean Buyer's electrical distribution system which the Buyer operates pursuant to authority of its Charter, Ch. 90-394, Laws of Florida, as amended, serving the City of Gainesville and certain unincorporated areas of Alachua County, Florida.

#### 1. SCOPE

This Attachment defines the terms and conditions under which the Seller and Buyer agree to interconnect a specific DGR at a specific location on the electric distribution system (both as described in Exhibit I of this Attachment).

#### 2. ESTABLISHMENT OF POINT OF INTERCONNECTION

Determination of the Point of Interconnection is at Buyer's sole discretion. Buyer and Seller agree to interconnect the DGR at the Point of Interconnection in accordance with Buyer's rules, regulations, rates, and tariffs (the "Rules") which are incorporated herein by reference. The interconnection equipment installed by the Seller ("Interconnection Facilities") shall be in accordance with the Rules as well.

#### 3. EQUIPMENT AND INSTALLATION STANDARDS

- 3.1. The Seller must provide written documentation satisfactory to Buyer that the design specifications of the DGR, including but not limited to, the associated inverter, all connecting wiring and disconnect means, control and protective circuits, meters and any other related equipment adhere to the prevailing versions of the following applicable standards in effect at the time of this Agreement:
  - 3.1.1. IEEE Standard 1547, entitled "Interconnecting Distributed Resources with Electric Power Systems"
  - 3.1.2. UL Standard 1741, entitled "Standard for Safety for Static Inverters and Charge Controllers for use in Distributed Resources"
  - 3.1.3. UL Standard 1703 entitled "Standard for Safety: Flat Plate Photovoltaic Modules and Panels"
  - 3.1.4. IEEE Standard 1262-1995, entitled "Recommended Practice for Qualification of Photovoltaic Modules" or IEC Standard 61646
  - 3.1.5. IEEE Standard 929 "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems"
  - 3.1.6. The National Electrical Code.
- 3.2. The Seller agrees that the requirements of this Attachment shall be in effect prior to interconnection of any DGR equipment with the distribution system. It is the responsibility of the Seller to ensure that this condition is satisfied. If a DGR system (or elements thereof) is found to be interconnected to the distribution system without a fully executed SEPA, Buyer reserves the right to isolate, secure, and lock out of service the DGR system. If such efforts are not practical

or effective, Buyer may operate or configure its equipment as necessary to isolate the DGR system from the distribution system.

- 3.3. Seller agrees that the installer of the DGR will meet at least one of the following conditions to the satisfaction of Buyer:
  - 3.3.1. possess a solar PV installer certification issued by the North American Board of Certified Energy Practitioners (NABCEP), or
  - 3.3.2. be a licensed Florida Solar Contractor or Florida Electrical Contractor and have completed the course "Installing Photovoltaic Systems" offered by the Florida Solar Energy Center
- 3.4. Seller shall provide written certification that the installation of the DGR was permitted and inspected by all local building code officials having jurisdiction over the DGR installation. Seller shall also provide written certification that the equipment and installation have met all applicable mechanical and electrical code requirements and has been approved by local code officials for operation. Seller may meet this requirement by attaching a letter from the installation contractor certifying compliance with all equipment and installation standards. A copy of the construction permit and the audit report shall be forwarded to the Buyer representative identified in Section 8.1 so that it can be attached to this document.
- 3.5. Seller shall provide all materials, labor and equipment necessary to deliver the output of the DGR to the Point of Interconnection. In accordance with Buyer's Energy Delivery Service Guide, the Seller shall install, at Seller expense, and within ten (10) feet of the Buyer meter, a dedicated DGR disconnect switch. This device shall be manually operated, lockable, and of the visible load break type to isolate the output of the DGR and any Seller wiring connected to Buyer's distribution system. The Seller shall also be responsible for any and all costs to be incurred by Buyer to establish the Point of Interconnection as estimated and set forth in Section Two of Exhibit I of this Attachment. Payment based on that estimate by the Owner/Contractor is required prior to execution of such work by Buyer. The Seller shall be responsible for the actual costs of performing such work. Therefore, upon completion of the work an additional invoice may be generated or a refund granted. No Facility shall be allowed to deliver energy to the Buyer until the cost of interconnection is fully resolved. Any deviation from Buyer's interconnection requirements shall be reviewed and approved in writing by Buyer prior to construction.
  - 3.5.1. The manual disconnect means shall be mounted on the same wall, if practical, but shall be separate from the meter socket, readily accessible to Buyer personnel, and capable of being locked in the open position with a standard Buyer padlock.
  - 3.5.2. The disconnect means must be clearly labeled "Auxiliary Generation Disconnect" The label shall be made of hard plastic, permanent, weatherproof, colored red with engraved white block lettering (see Exhibit II) and readily visible to Buyer personnel.
- 3.6. Buyer shall have the right to open the disconnect means isolating the DGR without prior notice to Seller. To the extent practicable, Buyer will make reasonable attempts to provide prior notice to Seller but assumes no liability if such notice is not given.
- 3.7. In the event that the DGR manual disconnect switch is opened or the DGR is otherwise isolated from the distribution system for any reason and for any expanse of time, Seller shall not be due any compensation associated with the inability to deliver energy to the distribution system.

#### **4. METERING REQUIREMENTS**

- 4.1. Buyer shall solely determine the equipment required to properly and accurately meter the DGR Installation.
- 4.2. Should the nameplate rating of the DGR be 250 kilowatts DC or greater, telemetry and metering equipment shall be installed to provide the Buyer with DGR monitoring and performance data. This data shall be made available to the Seller if so requested. The required telemetry and metering equipment shall be installed by the Buyer at the Seller's expense. The Seller shall also be responsible for the recurring cost of maintaining the telemetry equipment. The Buyer shall be solely responsible for supplying the communications link between the telemetry equipment and the Buyer's systems for monitoring the operation and performance of the DGR. Should the nameplate rating of the DGR be less than 250 kilowatts DC, the installation of telemetry by the Seller is optional.
- 4.3. The meter socket and all other required metering equipment (if any) shall be provided by the Seller and shall be approved by Buyer in advance of installation.
- 4.4. For self-contained metering applications, the meter socket shall have a clearly legible label reading "Warning: electric shock hazard. Do not touch terminals. Terminals on both the line and load sides may be energized in the open position." The labels shall be made of hard plastic, permanent, weatherproof, colored red with engraved white block lettering (see Exhibit III) and readily visible to Buyer personnel.
- 4.5. An appropriate electric meter shall be provided by Buyer at no cost to the Seller, except as provided in Section 4.2 above.
- 4.6. The cost to install and maintain the DGR installation meter as well as any recurring or non-recurring costs for the reading and billing functions associated with this installation shall be borne by Buyer.

#### **5. INITIAL TESTING, STARTUP AND OPERATION**

- 5.1. Initial testing, startup, and operation shall not commence until all construction required by Buyer to establish the point of interconnection is completed and final payments are made, pursuant to Section 3.5 of this Attachment.
- 5.2. Upon execution of this SEPA, receipt of all required DGR documentation, including the final building and electrical inspection by the local codes enforcement personnel and upon request by the Seller, an authorized representative of Buyer shall audit the DGR installation to ensure operational and interconnection requirement compliance within five (5) business days. A successful audit and test may result in an immediate interconnection of the DGR if so requested followed by written confirmation of the action taken.
- 5.3. In the event that Buyer determines, in the exercise of its sole discretion as a result of the above mentioned audit, that the DGR is unacceptable for interconnection, Buyer shall provide Seller written notice of the DGR deficiencies. Such notice shall include a list of all noted DGR equipment or documentation issues that must be remedied. Seller shall be solely responsible for correcting all deficiencies and notifying Buyer of readiness for re-audit and possible interconnection. A failed DGR audit will prevent interconnection until all deficiencies have been remedied.
- 5.4. In the event that Buyer determines in the exercise of its sole discretion as a result of the above mentioned audit that the proposed DGR is unacceptable for interconnection due to safety and/or

reliability risks, or that the DGR may otherwise endanger the integrity of the distribution system due to its size, location, or other design parameters, Buyer reserves the right to refuse interconnection of the DGR to the distribution system.

## **6. BUYER RIGHT TO DISCONNECT THE DGR FOR CAUSE**

- 6.1. Buyer shall have the right to disconnect the Seller DGR without notice if Buyer, in the exercise of its sole discretion determines any of the following conditions have occurred, or are occurring:
  - 6.1.1. Adverse electrical effects (such as power quality problems) imposed upon the distribution system and/or the electrical equipment of Buyer's electrical customers attributed to the DGR as determined by Buyer.
  - 6.1.2. Utility system emergencies or maintenance requirements.
  - 6.1.3. Hazardous conditions existing on the utility system due to the operation of the Seller's DGR generating or protective equipment.
  - 6.1.4. Failure of the Seller to comply with applicable federal, state or local law, regulation or rules relating to the operation of the DGR.
  - 6.1.5. Buyer identification of un-inspected or unapproved equipment, or modifications to the DGR after initial approval.
  - 6.1.6. Recurring abnormal operation, substandard operation or inadequate maintenance of DGR.
- 6.2. In the event that Buyer opens the manual disconnect means for routine meter maintenance, system emergencies, or any other operating consideration, other than events or conditions arising out of Seller operation of the DGR, Buyer shall make reasonable efforts to reconnect Seller generation equipment. This Agreement shall not entitle Seller to any restoration priority over any other Buyer customer.

## **7. DGR OPERATION AND MAINTENANCE REQUIREMENTS**

- 7.1. The Seller shall operate and maintain the DGR and all associated equipment in accordance with the manufacturer's requirements and all applicable state or local building codes.
- 7.2. The Seller shall be solely responsible for protecting its generating equipment, inverters, protection devices, and other system components from damage from the normal and abnormal conditions and operations that may occur on the distribution system in delivering or restoring power including temporarily grounding of said system as required for safe work practices.
- 7.3. The Seller shall promptly notify Buyer if any modifications, repairs, or component replacements result in a change to the initial configuration, rating, and/or operation of the DGR. Buyer shall have right to audit the DGR prior to its reconnection to the distribution system.
- 7.4. Buyer shall have the right to periodically audit the DGR installation to ensure compliance with operational and interconnection requirements.

**EXHIBIT I**

**LIST OF FACILITIES SCHEDULES AND POINTS OF INTERCONNECTION**

DGR Seller will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for its facilities, unless otherwise specified on Exhibit I. The following information is to be specified for each Point of Interconnection, if applicable.

**SECTION ONE - Owner Information** (to be supplied by applicant)

**1. System Owner**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**2. System Installer/Contractor**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**3. Location of system**

Storefront name (if applicable) \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone \_\_\_\_\_

**4. PV System Specifications**

DC Power Rating (Watts) \_\_\_\_\_ No. Phases: 1 3  
AC Power Rating (Watts) \_\_\_\_\_

**5. Three-Line Diagram/System Sketch**

Attach diagram for proposed system with all major components, both DC and AC.  
Diagram must be dated and initialed.

**SECTION TWO - Interconnection Requirements (to be completed by Buyer)**

**1. Engineering Review of PV System Information Provided By Seller**

A) Site Plan (if greater than 50 kW) \_\_\_\_\_

B) 3-line Diag. with Point of Interconnection & Metering Location \_\_\_\_\_

Date Approvals Completed: \_\_\_\_\_

**2. Determination of Point of Interconnection**

A) Summary of required distribution system additions or modifications:

B) Cost estimate of additions/modifications above:

C) GIS graphic depicting Point of Interconnection (attach)

D) Point of Interconnection detail:

Padmount transformer no. (if known) \_\_\_\_\_

Overhead transformer at pole no. (if known) \_\_\_\_\_

**3. Metering Requirements**

A) Voltage \_\_\_\_\_

B) Meter installation description

C) Communication protocol (including Seller's access to data)

D) Summary of required metering infrastructure and costs:

**4. Summary of Required Upgrades and Estimated Costs to Seller**

**ESTIMATED TOTAL COST** \$ \_\_\_\_\_

**5. Supplemental terms and conditions attached (check one):** / \_\_\_\_\_ **Yes** / \_\_\_\_\_ **No**

**SIGNATURES INDICATING ENGINEERING APPROVAL ON NEXT PAGE REQUIRED BEFORE SEPA CAN BE EXECUTED**

**Acknowledged By DGR Seller**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Buyer Engineering Manager**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Buyer Metering Manager**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Buyer Authorized Representative – Final Approval**

*Based on the information contained herein, the Seller's DGR system will meet the interconnection requirements of the Buyer*

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SAMPLE

## EXHIBIT II MANUAL DISCONNECT LABEL



**EXHIBIT III  
METER LABEL**



**EXHIBIT IV**  
**SOLAR PHOTOVOLTAIC INSTALLER'S INFORMATION**

Please provide names and contact information for all installation contractors and subcontractors. If any of the parties are to be determined at a later date, signify this with "TBD" in the appropriate line.

**System designer:**

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

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

**Telephone:** \_\_\_\_\_

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

**Certification:**  **Attached**  **On File**

**Electrical contractor**

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

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

**Telephone:** \_\_\_\_\_

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

**Certification:**  **Attached**  **On File**

**Roofing contractor**

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

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

**Telephone:** \_\_\_\_\_

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

**Certification:**  **Attached**  **On File**