

GAINESVILLE REGIONAL UTILITIES (GRU)

AGREEMENT

FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION RESOURCE

This interconnection agreement ("Agreement") is made this _____ day of _____, _____, by and between _____ (hereinafter called the Owner/Operator) for a distributed generation resource located at _____ in Gainesville, Florida and the City of Gainesville ("City"), a Florida municipal corporation doing business as Gainesville Regional Utilities ("GRU").

WITNESSETH

Whereas, GRU pursuant to authority of its Charter, Ch. 90-394, Laws of Florida, as amended, operates an electric distribution system serving the City of Gainesville and certain unincorporated areas of Alachua County, Florida; and

Whereas, a Distributed Generation Resource ("DGR") 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 Agreement, the DGR is defined as a solar photovoltaic generation system and any reference to the "distribution system" will mean GRU's electrical distribution system, and

Whereas, the Owner/Operator and GRU have entered into a Solar Energy Purchase Agreement (SEPA), a site specific Interconnection Agreement is required to establish the terms and conditions by which the DGR can be connected to the distribution system, and

Whereas, GRU desires to provide interconnection of Owner/Operator's DGR under conditions which will insure the safety of GRU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the terms and conditions under which GRU and the Owner/Operator agree to interconnect the Owner/Operator's DGR (as described in Exhibit A) at a standard GRU secondary voltage.

2. ESTABLISHMENT OF POINT OF INTERCONNECTION

The "Point of Interconnection" is defined as the point at which ownership of electric facilities and/or equipment transitions from GRU to the Owner/Operator. Determination of the Point of Interconnection is at GRU's sole discretion. GRU and Owner/Operator agree to interconnect the DGR at the Point of Interconnection in accordance with GRU's [rules, regulations, rates, and tariffs](#) (the "Rules") [which are incorporated herein by reference](#). The interconnection equipment installed by the Owner/Operator ("Interconnection Facilities") shall be in accordance with the Rules as well.

3. EQUIPMENT AND INSTALLATION STANDARDS

- 3.1. The Owner/Operator must provide written documentation satisfactory to GRU 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

Owner/Operator Initial _____
GRU Rep Initial _____

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 Owner/Operator agrees that this Agreement shall be in effect prior to interconnection of any DGR equipment with the distribution system. It is the responsibility of the Owner/Operator 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 interconnection agreement, GRU reserves the right to isolate, secure, and lock out of service the DGR system. If such efforts are not practical or effective, GRU may operate or configure its equipment as necessary to isolate the DGR system from the distribution system.
- 3.3. Owner/Operator agrees that the DGR system, which is the subject of this Agreement, has been or will be installed only by one of the following:
1. a solar contractor licensed by the State of Florida to install such systems, or
 2. an electrical contractor certified by the Florida Electrical Contractors Licensing Board, or its successor AND possessing one of the following:
 - (a) solar PV installer certification issued by the North American Board of Certified Energy Practitioners (NABCEP), or
 - (b) Certificate of completion for the course "Installing Photovoltaic Systems" offered by the Florida Solar Energy Center
- 3.3.1. A copy of the contractor's training certification or solar contractor's license must be provided to GRU with this Agreement.
- 3.4. Owner/Operator 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. Owner/Operator 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. Owner/Operator 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 inspection report shall be forwarded to the GRU representative identified in Section 13 so that it can be attached to this document.
- 3.5. Owner/Operator shall provide all materials, labor and equipment necessarily to deliver the output of the DGR to the Point of Interconnection. In accordance with GRU's Energy Delivery Service Guide, the Owner/Operator shall install, at Owner/Operator expense, and within ten (10) feet of the GRU 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 Owner/Operator wiring connected to GRU's distribution system. The Owner/Operator shall also be responsible for any and all costs to be incurred by GRU to establish the Point of Interconnection. GRU will provide the Owner/Operator with an estimate of such costs prior to construction and payment based on that estimate by the Owner/Contractor is required prior to execution of such work. The Owner/Operator will be responsible for the actual costs of performing such work. Therefore, upon

Owner/Operator Initial _____
GRU Rep Initial _____

completion of the work additional an invoice may be generated or a refund granted. Any deviation from GRU's interconnection requirements shall be reviewed and approved in writing by GRU 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 GRU personnel, and capable of being locked in the open position with a standard GRU 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 B) and readily visible to GRU personnel.
- 3.6. GRU shall have the right to open the disconnect means isolating the DGR without prior notice to Owner/Operator. To the extent practicable, GRU will make reasonable attempts to provide prior notice to Owner/Operator 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, Owner/Operator shall not be due any compensation associated with the inability to deliver energy to the distribution system.

4. METERING REQUIREMENTS

- 4.1. GRU shall solely determine the equipment required to properly and accurately meter the DGR Installation.
- 4.2. The meter socket and all other required metering equipment (if any) shall be provided by the Owner/Operator and shall be approved by GRU in advance of installation. 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 C) and readily visible to GRU personnel.
- 4.3. An appropriate electric meter shall be provided by GRU at no cost to the Owner/Operator.
- 4.4. 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 GRU.
- 4.5. GRU shall have the right to access the meter for maintenance or reading purposes at all times.

5. INITIAL TESTING, STARTUP AND OPERATION

- 5.1 Upon execution of this Agreement, receipt of all required DGR documentation, including the final building and electrical code inspection by local inspecting personnel and upon request by the Owner/Operator, an authorized representative of GRU shall inspect the DGR installation and test the DGR for proper operation within five (5) business days. A successful inspection and test may result in an immediate interconnection of the DGR if so requested followed by written confirmation of the action taken.
- 5.2 In the event that GRU determines, in the exercise of its sole discretion as a result of the DGR inspection, test, and documentation review, that the DGR is unacceptable for interconnection, GRU shall provide Owner/Operator written notice of the DGR deficiencies. Such notice shall include a list of all noted DGR equipment or documentation issues that must be remedied. Owner/Operator shall be solely responsible for correcting all

Owner/Operator Initial _____
GRU Rep Initial _____

deficiencies and notifying GRU of readiness for re-inspection and possible interconnection. A failed inspection will prevent interconnection until all deficiencies have been remedied.

6. GRU RIGHT TO DISCONNECT THE DGR FOR CAUSE

6.1 GRU shall have the right to disconnect the Owner/Operator DGR without notice if GRU, 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 the distribution system and/or the electrical equipment of GRU's electrical customers attributed to the DGR as determined by GRU.
- 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 Owner/Operator's DGR generating or protective equipment.
- 6.1.4 Failure of the Owner/Operator to maintain the required insurance and to provide GRU with annual insurance renewal notification.
- 6.1.5 GRU identification of un-inspected and 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 GRU opens the manual disconnect means for routine meter maintenance, system emergencies, or any other operating consideration, other than events or conditions arising out of Owner/Operator operation of the DGR, GRU shall make reasonable efforts to reconnect Owner/Operator generation equipment. This Agreement shall not entitle Owner/Operator to any restoration priority over any other GRU customer.

7 DGR OPERATION AND MAINTENANCE REQUIREMENTS

7.1 The Owner/Operator 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 Owner/Operator 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 Owner/Operator shall promptly notify GRU if any modifications, repairs, or component replacements result in a change to the initial configuration of the DGR. GRU shall have right to inspect the DGR prior to its reconnection to the distribution system.

7.4 GRU shall have the right to periodically inspect the DGR installation.

8 OWNER/OPERATOR INSURANCE REQUIREMENTS

Owner/Operator Initial _____
GRU Rep Initial _____

- 8.1 The Owner/Operator shall maintain in full force and effect, general liability insurance for personal injury and property damage of at least \$200,000 per occurrence. An owner's policy that provides at least this level of coverage is acceptable for meeting the insurance requirement of this Agreement.
- 8.2 The Owner/Operator shall provide a Certificate of Insurance to GRU and the certificate shall become a part of this Agreement. Automatic notification to GRU must be established for both annual renewals and, if appropriate, any termination of such insurance. In the event that the Owner/Operator fails to maintain the insurance coverage required by this Agreement, GRU has the right to immediately terminate this Agreement, immediately terminate the DGR interconnection and require the Owner/Operator to permanently disconnect the DGR from the distribution system.

9 INDEMNIFICATION

The Owner/Operator shall indemnify, hold harmless and defend GRU 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 DGR system, in any manner directly or indirectly connected with, or growing out of the installation, operation or maintenance of the Owner/Operator DGR, except in those cases where loss occurs due solely to the negligent actions of GRU.

10 TERMINATION OF AGREEMENT

- 10.1 In the event that Owner/Operator fails to maintain the insurance coverage required by this Agreement, GRU shall have the right to immediately terminate this Agreement.
- 10.2 GRU may perform periodic inspections and testing of the DGR at such intervals as it may deem proper. In the event that GRU, in the exercise of its sole discretion, determines that the DGR is performing in an abnormal or unsafe manner on a recurring basis, GRU shall have the right to immediately disconnect the DGR and shall provide written notice to the Owner/Operator of the issue or deficiency. If after a reasonable time as determined by GRU the issue which caused the disconnection is not remedied to GRU's satisfaction, GRU will terminate this Agreement and provide written notification to the Owner/Operator to that effect. Once this Agreement has been terminated, the Owner/Operator will be required to submit a new Application and adhere to the then current process for DGR interconnection.
- 10.3 Upon termination of this Agreement for any reason, GRU may padlock the manual disconnect switch in the open position and may modify or remove any GRU installed metering equipment.
- 10.4 The rights described in this section are supplementary to any rights GRU may have in law or equity arising out of any violation of the terms of this Agreement.

11 – NON-ASSIGNMENT

This Agreement is not transferable or assignable. In the event that the above location is sold, leased, or ownership transferred in any form, a new Interconnection Agreement must be executed by the transferee/assignee..

12 – NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement 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 Agreement except as expressly provided in this Agreement.

Owner/Operator Initial _____
GRU Rep Initial _____

13 - OFFICIAL NOTIFICATION

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

For Owner/Operator: _____

For Gainesville Regional Utilities: Assistant General Manager, Energy Delivery
Gainesville Regional Utilities
301 SW 4th Avenue
PO Box 147117, Station A126
Gainesville, FL 32614-7117

IN WITNESS WHEREOF, the Owner/Operator and GRU execute this Agreement this _____ day of _____, _____.

Owner/Operator: Name or Organization

GAINESVILLE REGIONAL UTILITIES

By: _____
Authorized Representative

By: _____
David Beaulieu or designee

Title: _____

Title: Assistant General Manager Energy Delivery

Date _____

Date: _____

EXHIBIT A
LIST OF FACILITIES SCHEDULES AND POINTS OF INTERCONNECTION

DGRR Owner/Operator 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 A.

[The following information is to be specified for each Point of Interconnection, if applicable]

FACILITIES SCHEDULE NO. _____

1. Owner's Name:
Operator's Name (If Different):

2. Facilities location (attach sketch delineating PV arrays, disconnecting means, meter locations):

3. Delivery voltage and PV system output in Watts:

4. Metering (voltage, location, losses adjustment due to metering location, and other:

5. Normal Operation of Interconnection:

6. Required One-line diagram attached (# wires, wire size, disconnect type/size, etc)

7. Facilities to be furnished by GRU:

8. Facilities to be furnished by DGR Owner/Operator:

9. Cost Responsibility:

10. Supplemental terms and conditions attached (check one): / _____ Yes / _____ No

GRU

[DGR OWNER/OPERATOR NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Owner/Operator Initial _____

GRU Rep Initial _____

**EXHIBIT B
MANUAL DISCONNECT LABEL**



Owner/Operator Initial _____
GRU Rep Initial _____

**EXHIBIT C
GRU BILLING METER LABEL**



Owner/Operator Initial _____
GRU Rep Initial _____