

FEED IN TARIFF SOLAR ENERGY PURCHASE AGREEMENT

Seller Name: _____

Seller Address: _____

Facility Location _____

This Solar Energy Purchase Agreement (“SEPA” or “Agreement”) is made by and between _____ (“**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 4th Ave, Gainesville, FL. Seller and Buyer may hereinafter be referred to individually as “Party” and collectively as “Parties”.

WHEREAS, Buyer seeks to purchase solar electric energy together with the “Environmental Attributes” (which term is defined herein below in Paragraph 2.1) associated with it; and

WHEREAS, Seller seeks 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)**

which is further described hereinafter below as “Facility” or “Facilities”; and

WHEREAS, the scale and design of the Facility or 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 seeks 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

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 – DEFINITION OF MILESTONES

- 1.1 “Completion Date” is October 31, 2013 for roof mounted and December 31, 2013 for ground mounted
- 1.2 “Termination Date” is December 31, 2033

ARTICLE 2 – DEFINITIONS

- 2.1 “**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 (RECs), carbon offsets, SO₂ and NO_x 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 (defined below). 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.
- 2.2 “**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 (defined below). 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 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 Seller’s sole cost and expense, for Seller’s benefit as legal and beneficial owner of the Facility.
- 2.3 “**Interconnection Agreement**” is defined as the agreements between the Buyer and Seller setting forth the terms and conditions under which 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.
- 2.4 “**Point of Interconnection**” is defined as the point at which the ownership of electric facilities and/or equipment transitions from Buyer to Seller.
- 2.5 “**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 3 – GENERAL PROVISIONS

- 3.1 Disclaimer.** Should any section in this SEPA be in conflict with The City of Gainesville's Code of Ordinances, the Code of Ordinances shall prevail.
- 3.2 Applicability.** This SEPA shall only apply to Facilities approved pursuant to Attachment A that are to be installed by Seller 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.
- 3.3 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.
- 3.4 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, the Buyer shall provide a revenue meter to be read by the Buyer at approximately monthly intervals for determination of payment due to Seller. Seller will incur a monthly service administrative charge as imposed by the City of Gainesville in Appendix A of Section 27, City of Gainesville Code of Ordinances, and the charge will be deducted from Seller's monthly payment received from Buyer for kilowatt-hours ("kWh") of solar energy that are produced and delivered to the revenue meter at point of interconnection. 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.
- 3.5 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 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 Seller shall make the appropriate connection arrangements and shall pay Buyer for power consumed and customer service charges in accordance with the prevailing applicable retail electric rates in Appendix A, City of Gainesville Code of Ordinances.
- 3.6 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 Seller capable of starting, operating and stopping the Facilities shall be reachable by telephone, cell phone, or pager at all times.
- 3.7 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.
- 3.8 Conflict with Business Partners Rate Discount Agreement.** Buyer waives the prohibition contained in any Business Partners Rate Discount Agreement between Seller and Buyer that prohibits Seller from utilizing self-generated electricity. This waiver shall survive the termination of this Agreement.
- 3.9 Adherence to FIT Program Rules.** Buyer agrees to abide by all applicable Feed In

Tariff Program rules and guidelines promulgated by the General Manager of Utilities which are in effect on the Effective Date of this Agreement.

ARTICLE 4 – TERM OF AGREEMENT

The Term hereof shall begin on the Effective Date, when SEPA is executed by Buyer and shall, unless sooner terminated or amended as provided herein, end on the Termination date as designated in Article 1. 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, 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, Seller shall be allowed to deliver energy to the Buyer in accord with the prevailing policies of the Buyer at that time.

ARTICLE 5 – SALE AND PURCHASE OF SOLAR ENERGY

- 5.1 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 net Solar Energy and Environmental Attributes generated by the Facility.
- 5.2 Solar Fuel Exclusivity.** No energy from a fuel source other than solar shall be generated, distributed or transmitted from this Facility.
- 5.3 Solar Energy Price.** 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, inclusive of the associated Renewable Energy Credits, at the following rates:
- Tier one \$0.21/kWh 10 kW or less rooftop
 - Tier one \$0.21/kWh 10 kW or less ground mount
 - Tier two \$0.18/kWh greater than 10 kW up to 300 kW rooftop
 - Tier two \$0.18/kWh greater than 10 kW up to 25 kW ground mount
 - Tier three \$0.15/kWh greater than 25 kW ground mount

as required by the City of Gainesville. Should the rate in this section be in conflict with the rate in Appendix A of Section 27, City of Gainesville's Code of Ordinances, the Code of Ordinances shall prevail. Further, should any term in this SEPA conflict with the City of Gainesville Code of Ordinances, the Code of Ordinances shall prevail.

- 5.4 Taxes and Fees.** Seller shall have sole responsibility for paying any taxes or fees applicable to the Facility or from the sale of Solar Energy to the Buyer. Seller is subject to all applicable fees and charges set forth in Appendix A of Section 27, City of Gainesville Code of Ordinances. These fees include: a monthly service administrative charge deducted from Seller's monthly payment received from Buyer for solar energy; a one-time capacity reservation deposit as applicable based on system size which is refundable if the facility is completed in accordance with the terms of this Agreement and if not otherwise used to pay for GRU system upgrades; and a one-time non-refundable application processing fee as applicable based on system size.

ARTICLE 6 – BILLING AND PAYMENT

- 6.1 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 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 meter reading procedures, which is approximately once a month. The kilowatt-hours delivered to the Buyer shall then be recompensed to 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.

- 6.2 Billing Disputes.** Either Party may dispute invoiced amounts, but shall pay to the other Party 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 9.2. 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 7 – SUCCESSORS AND ASSIGNS

- 7.1 Assignment by Seller.** This Agreement shall be freely assignable by Seller to any third party upon written notice of such assignment to Buyer within 10 days of the assignment, which notice contains complete contact information regarding the assignee and is accompanied by Buyer's Assignment Form(s); 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.
- 7.2 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.
- 7.3 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 7.1 and 7.2 hereof.

ARTICLE 8 – EVENTS OF DEFAULT

Failure of Seller to satisfy and comply with all of the terms, provisions and conditions set forth in this Agreement, which failure continues beyond 30 days after receiving written notice of the failure, shall be an event 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 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; and
- (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 9 – CONTRACT ADMINISTRATION AND NOTICES

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

Seller: _____

Buyer: Assistant General Manager/Customer Support Services
P.O. Box 147117 Station A118
Gainesville, Florida 32614-7117
Phone: 352-393-1035
Fax: 352-334-3498

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:

Emergency Contact: _____
Phone Numbers: Office/Home: _____
Cell: _____
Address: _____

Buyer: Assistant General Manager/Energy Delivery
P.O. Box 147117 Station A126
Gainesville, Florida 32614-7117
Phone: 352-393-1513
Fax: 352-334-2784

9.2 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 10 -SELLER INSURANCE REQUIREMENTS

- 10.1 Coverage.** Seller and/or property owner 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 owner, system owner or business owner's policy that provides at least this level of coverage is acceptable for meeting the insurance requirement of this Agreement. Buyer shall be named as an "additional interest" or an interested party on the insurance policy, since Buyer has an interest in being notified whenever a policy cancels or has a major change made to it.
- 10.2 Certificate of Insurance.** Seller shall provide a Certificate of Insurance documenting the required coverage as set forth above in Article 10.1 to Buyer and the Certificate of Insurance, including all updated or modified Certificates of Insurance 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 Seller fails to maintain the insurance coverage required in accordance with this Agreement, Buyer has the right to immediately terminate this Agreement, immediately terminate the Facility interconnection and require Seller to permanently disconnect the Facility from the distribution system.

ARTICLE 11 - INDEMNIFICATION

Seller shall indemnify, hold harmless and defend the City of Gainesville, 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 Seller's Facility, except in those cases where loss occurs due solely to the negligent actions of Buyer.

ARTICLE 12 - TERMINATION OF AGREEMENT

- 12.1 Completion.** This SEPA will terminate automatically if Seller's Facility as described in Exhibit I is not fully completed and operational by the Completion Date defined above in Article 1, unless an extension has been granted in writing by the Buyer. A single extension may be granted by Buyer if the Facility is substantially, but not fully, completed by the Completion Date. The Facility will be deemed substantially completed if sixty-five percent (65%) or more, by cost, of total budgeted equipment for this Facility has been installed on site by the Completion Date and a current year's SEPA has already been executed by both Parties.
- 12.2 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.
- 12.3 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 Seller of the issue or deficiency causing Buyer to disconnect the Facility. If after thirty (30) calendar 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 Seller to that effect. Once this Agreement has been terminated, Seller may be required to submit a new Application and adhere to the then current process for Facility interconnection.

- 12.4 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.
- 12.5 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.
- 12.6** Engineering design changes are permitted as long as the installed capacity is not materially increased more than 5%. A material change in the design or capacity exceeding 5% will result in the SEPA being voided and forfeiture of the capacity allocation and capacity reservation charge.

ARTICLE 13 – 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 14 - 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 15 – 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**

Signature of Authorized Representative

Print Name

Title

Date

Approved as to form and legal sufficiency:

Shayla L. McNeill, Utilities Attorney

ATTACHMENT A

APPROVAL OF FACILITIES FOR INTERCONNECTION AND CONDITIONS FOR OPERATION

This Attachment A constitutes the approval of Seller's facilities for interconnection with 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 the 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 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

- 2.1** Buyer will evaluate the capability of the existing distribution system and make an initial determination of the feasibility of interconnecting the DGR. If the initial evaluation is inconclusive a system study may be required to determine the adequacy of the distribution system to interconnect a DGR. Seller is responsible for all costs for the system impact study and Buyer will not approve interconnecting any DGR until the system impact study is completed. Buyer reserves the right to disallow the interconnection of the DGR if in its sole discretion the DGR will adversely impact the Buyer's distribution system.
- 2.2** 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 Seller ("Interconnection Facilities") shall be in accordance with the Rules as well.

3. EQUIPMENT AND INSTALLATION STANDARDS

- 3.1.** 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.** The National Electrical Code.
- 3.2.** 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 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 be a licensed Florida Solar Contractor or Florida Electrical Contractor and 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.** 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 shall be forwarded to the Buyer representative identified in Article 9.1 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, 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. Seller shall also be responsible for any and all costs to be incurred by Buyer to establish the Point of Interconnection as set forth in Section Two of Exhibit I of this Attachment. Payment is required by Seller prior to execution of such work by Buyer. Upon Completion of the DGR project Seller shall be responsible for any additional distribution system modification cost, if required, to deliver the output of the DGR to the Point of Interconnection not accounted for initially. An additional invoice will be generated and must be paid prior to final interconnection of the DGR. No Facility shall be allowed to deliver energy to 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" and be readily visible to GRU personnel. The label shall be permanently riveted to the disconnect device, and shall be made of red, weatherproof, hard plastic, with engraved white block lettering (see Exhibit II).
- 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. Buyer shall make reasonable efforts to reconnect the DGR to the distribution system as soon as practical following resolution of the issue that required the disconnection. Seller should take an active interest in ensuring that the DGR is reconnected within a reasonable period of time.
- 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. The required telemetry and metering equipment shall be installed by the Buyer at Seller's expense. Seller shall also be responsible for the recurring communication costs and maintenance costs of the telemetry equipment. 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 Seller is optional.
- 4.3.** The meter socket and all other required metering equipment (if any) shall be provided by 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 Seller, except as provided in Section 4.2 above.

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 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 including but not limited to safety and/or reliability risks. 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.

6. BUYER'S RIGHT TO DISCONNECT THE DGR FOR CAUSE

- 6.1.** Buyer shall have the right to disconnect Seller's 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 Seller's DGR generating or protective equipment.
- 6.1.4.** Failure of Seller to comply with applicable federal, state or local law, regulation or rules relating to the operation of the DGR.
- 6.1.5.** Buyer's 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's 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 of Buyer's customer.

7. DGR OPERATION AND MAINTENANCE REQUIREMENTS

- 7.1.** 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.** 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.** 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.
- 7.5.** If during the Term of the Agreement the operation of the DGR adversely impacts the distribution system, Seller shall be responsible for any and all costs for Buyer to remedy these impacts if possible including disconnection, as stated in Section 6.

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 _____

Location of system

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

3. PV System Specifications

DC Power Rating (Watts) _____ No. Phases: _____
 AC Power Rating (Watts) _____

4. 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) Elevation/Riser Diagram with Site Plan & Metering Location _____
- B) 1-line Diagram with Point of Interconnection & Metering Description _____
- C) Panel schedule (on 3-phase installations) _____
- D) Verify Installation does not exceed PV Allocation Size _____

Determination of Point of Interconnection

A) Summary of required distribution system additions or modifications:

B) Cost 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) _____

Approved by: _____

Date Approval Completed: _____

2. Metering Requirements

A) Voltage _____

B) Meter installation description

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

D) Summary of required metering Cost and infrastructure:

Approved by: _____

Date Approval Completed: _____

3. Summary of Required Upgrades and Estimated Costs to Seller

ESTIMATED TOTAL COST \$ _____

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

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

Acknowledged By DGR Seller

Signature: _____ Print Name: _____ Date: _____

Buyer Authorized Representative for Engineering

Signature: _____ Print Name: _____ Date: _____

Buyer Authorized Representative for Measurement and Energy Regulation

Signature: _____ Print Name: _____ Date: _____

Buyer Authorized Representative – Final Approval

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

Signature: _____ Print Name: _____ Date: _____

EXHIBIT II

MANUAL DISCONNECT LABEL



EXHIBIT III

METER LABEL

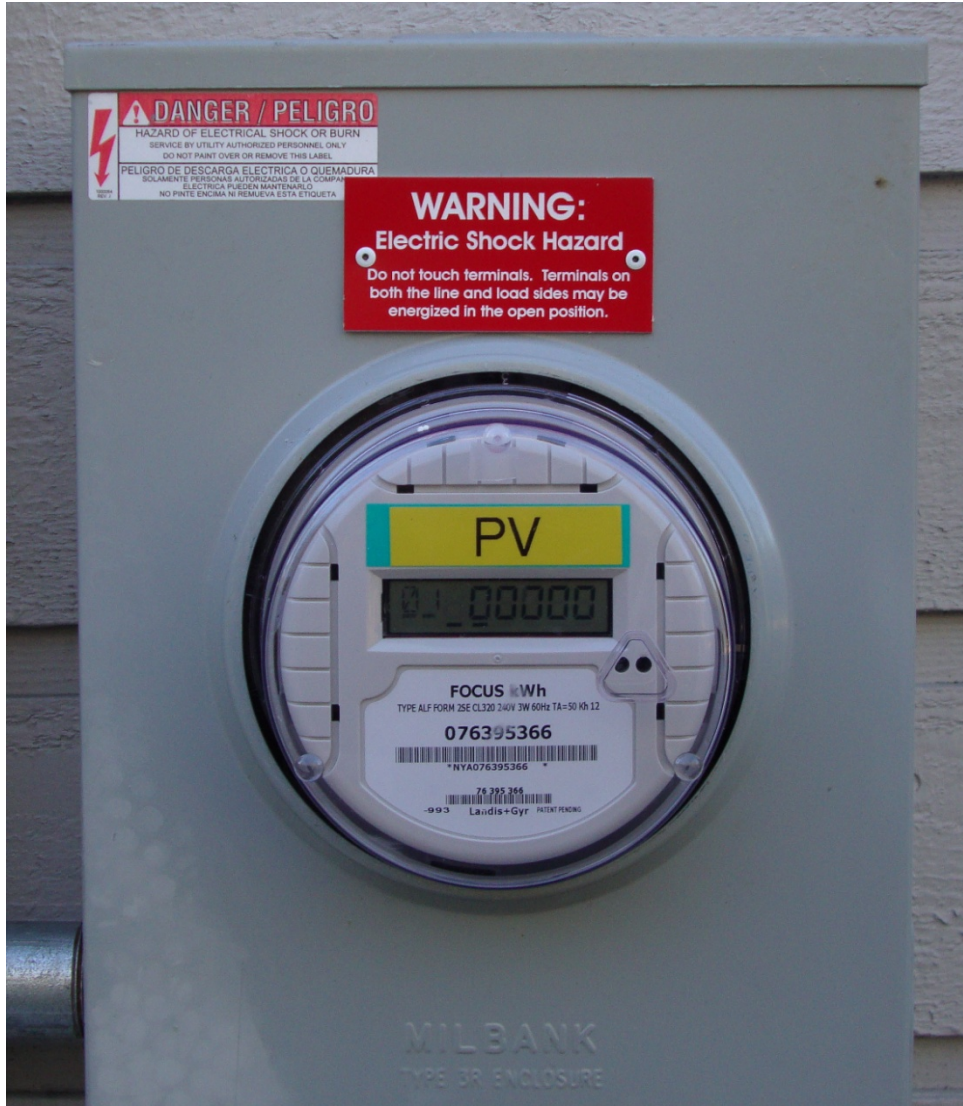


EXHIBIT IV

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: _____

Electrical contractor

Name: _____
Address: _____
Telephone: _____
Email: _____

Roofing contractor (if applicable)

Name: _____
Address: _____
Telephone: _____
Email: _____