

INTERCONNECTION SERVICE AGREEMENT FOR DISTRIBUTED RESOURCES LESS THAN 500 KW

This INTERCONNECTION SERVICE AGREEMENT for Distributed Resources ("DR") less than 500 kW (the "Agreement"), is entered into as of _____, 20____, (the "Effective Date"), by and between _____, hereinafter "Customer", and Jones-Onslow Electric Membership Corporation, hereinafter "JOEMC". Customer and JOEMC are hereinafter collectively referred to as the "Parties" and individually as "party". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. SCOPE OF AGREEMENT:

- a) This Agreement relates solely to the conditions under which JOEMC and Customer agree that Customer's DR system and equipment and located at or near:

_____ may be interconnected to and operated in parallel with JOEMC's electric system. Other services that Customer may require from JOEMC shall be covered under separate agreements and rate schedules.

- b) JOEMC may supply the electrical requirements of Customer that are not supplied by Customer's DR. Such electric service shall be supplied to Customer under JOEMC's rates schedules, riders, and services regulations applicable to Customer's class of service, or as otherwise arranged by JOEMC.

2. INTERCONNECTION:

- a) JOEMC hereby authorizes Customer to interconnect and commence operation under the terms of this Agreement on or after _____ subject to Customer having received JOEMC's written acceptance specified in 2. (f) below.

- b) Customer's DR must be manufactured, installed and operated in accordance with governmental and industry standards and must conform with JOEMC's "Standard for Interconnecting DR Less than 500 kW", hereinafter referred to as "Interconnection Standard", a copy being attached hereto and made a part of this Agreement.

- c) Customer's DR shall be installed as described in Customer's Application to Interconnect DR Less than 500 kW, a copy attached hereto and made a part hereof.

- d) The nameplate output of the DR is _____ kW in the form of _____ phase, _____ wires, alternating current of 60 hertz frequency and at _____ volts.

- e) The Point of Common Coupling between Customer and JOEMC hereunder will be:

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- f) Customer shall not interconnect Customer's DR with JOEMC's electric system nor commence parallel operation of Customer's DR until the Parties have accepted this Agreement and the requirements for interconnection stated in the Interconnection Standard have been met. JOEMC shall have the right and opportunity to have representatives present at the initial testing of Customer's protective apparatus at a mutually agreed upon date and time after Customer has notified JOEMC seven (7) business days prior to the initial testing. In the event Customer has interconnected Customer's DR without JOEMC's acceptance of this Agreement or the DR has not met the requirements of the Interconnection Standard, JOEMC shall have the right to immediately isolate Customer's premises and/or DR from JOEMC's system until JOEMC's acceptance is granted and the requirements of the Interconnection Standard have been met.

- g) Customer shall not make any changes to the DR output capacity and/or modification to the protection system required to meet the Interconnection Standard without first submitting a new Application To Interconnect DR Less than 500 kW and obtaining a new acceptance from JOEMC before making the changes to the DR.

- h) **Isolation Device:** Customer shall install a manual load-break disconnect switch with a clear visible indication of switch position between JOEMC's electric system and Customer's DR. The Isolation Device shall be installed as specified in the Interconnection Standard.

- i) **Warning Label:** Customer will install a permanent warning label in a conspicuous place in close proximity to the electric meter or on the meter base to notify JOEMC personnel that there is a DR installed on the load side of the meter. The warning label shall not be placed in a location that would interfere with the ability of JOEMC personnel to read the electric meter. Customer shall also place a warning label on the Isolation Device. The warning labels must be in place before the DR can be interconnected with JOEMC's system.
3. **INTERCONNECTION COST:** The cost to Customer for all JOEMC owned and maintained facilities constructed and/or installed by JOEMC to accommodate the interconnection and safe operation of Customer's DR in parallel with JOEMC's electric system shall be determined in accordance with JOEMC's applicable Service Regulations and/or Terms and Conditions. If necessary, the cost to Customer, termination provisions, and other applicable terms and conditions related to facilities installed by JOEMC are as stated in Exhibit 4, hereto attached and made a part hereof.
4. **RIGHT OF ACCESS AND EQUIPMENT INSTALLATION:**
 - a) **Access To Premises:** The duly authorized agents of JOEMC shall have the right of ingress and egress to the premises of Customer at all reasonable hours, over the same general route as Customer utilizes, for the purpose of reading meters, inspecting JOEMC's wiring and apparatus, changing, exchanging, or repairing its property on the premises of Customer and to remove such property at the time of or at any time after the suspension of interconnection of the DR or termination of this Agreement. JOEMC shall have access to Customer's Isolation Device at all times.
 - b) JOEMC's obligation to provide the interconnection as covered in this Agreement on the agreed upon Effective Date is contingent upon JOEMC receiving the rights-of-way and receiving the necessary equipment in sufficient time to install it on or before that date.
5. **MAINTENANCE OF INTERCONNECTION FACILITIES:** Customer shall maintain Customer's DR and all related Customer-owned protective equipment and facilities in a safe and prudent manner, conforming to all applicable laws and regulations. Customer shall reimburse JOEMC for any and all losses, damages, claims, penalties or liability JOEMC incurs as a result of Customer's failure to maintain the DR, equipment, and facilities in a safe and prudent manner or failure to obtain and/or maintain any governmental authorizations or permits required for construction and operation of Customer's facility.
6. **DISCONNECTION OF DISTRIBUTED RESOURCE:** JOEMC may isolate Customer's premises and/or DR from JOEMC's system when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of JOEMC's equipment or part of JOEMC's system; or if JOEMC determines that isolation of Customer's premises and/or DR from JOEMC's system is necessary because of emergencies, forced outages, Force Majeure or compliance with prudent electrical practices. Whenever feasible, JOEMC shall give Customer reasonable notice of the possible isolation of Customer's premises and/or DR from JOEMC's system. Notwithstanding any other provision of this Agreement, if at any time JOEMC determines that either the DR may endanger JOEMC's personnel or other persons or property, or the continued operation of Customer's DR may endanger the integrity or safety of JOEMC's electric system, JOEMC shall have the right to isolate Customer's premises and/or DR from JOEMC's system. **It is agreed that JOEMC shall have no liability for any loss of sales or other damages, including all punitive and consequential damages for the loss of business opportunity, profits, or other losses, regardless of whether such damages were foreseeable, for the isolation of Customer's premises and/or DR from JOEMC's system per this Agreement.** JOEMC shall expend reasonable effort to reconnect the Customer's premises and/or DR with the JOEMC's system in a timely manner.
7. **PERMITS AND APPROVALS:** Customer shall obtain all environmental and other permits required by governmental authorities prior to construction, installation, and interconnection of the DR. Customer shall also maintain these applicable permits and compliance with these permits during the term of this Agreement.
8. **INDEMNITY AND LIABILITY:**

- a) **Limitation of Liability:** Each party's liability to the other party for any loss, cost claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission hereunder, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, special, incidental, consequential, or punitive damages or any kind.
- b) **Indemnification:** The parties shall at all times indemnify, defend and save the other party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court cost, attorney's fees, and all other obligations by or to third parties, arising out of or resulting from the other party's action or inaction of its obligations hereunder on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified party.
- c) The provisions of Section 8.(a) shall not be construed to relieve any insurer of its obligations to pay any claims in accordance with the provision of any valid insurance policy.
- d) If Customer at any time fails to comply with the insurance provisions of this Agreement, Customer shall, at its own cost, defend, save harmless and indemnify JOEMC, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of JOEMC, its contractors, its customers, and/or the public to the extent that JOEMC would have been protected had Customer complied with all such insurance provisions. The inclusion of this Section 8.(d) is not intended to create any express or implied right in Customer to elect not to provide any such required insurance.
- e) Customer shall be responsible for installing and maintaining devices adequate to protect against damages caused by irregularities or outages on JOEMC's system, regardless of the cause or fault, including devices to protect against voltage fluctuations and single phasing.

9. INSURANCE:

- a) Customer shall obtain and retain, for as long as its DR is interconnected with JOEMC's system, liability insurance which protects Customer from claims for bodily injury and/or property damage. For a non-residential Customer the minimum coverage shall be comprehensive general liability insurance with coverage of at least \$300,000 per occurrence and for a residential Customer the minimum coverage shall be at a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence. Prior to interconnection of the DR with JOEMC's system, Customer shall furnish a properly executed certificate of insurance to JOEMC clearly evidencing the required coverage and any exclusions applicable to such coverage. The certificate shall provide that the insurance coverage shall not be canceled or modified unless and until JOEMC receives at least thirty (30) days prior written notice. Customer shall further replace such certificates for policies expiring during the period its DR is interconnected with JOEMC's system. JOEMC has the right to refuse to establish or continue the interconnection of Customer's DR facility to JOEMC's system if such insurance is not in effect.
- b) Insurance on the premises where the Customer's DR is located shall, by endorsement to the policy or policies provide for thirty (30) days written notice to JOEMC prior to cancellation, termination, alteration, or material change of such insurance.

10. FORCE MAJEURE: For purposes of this Agreement, Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other caused beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

11. NON-WARRANTY: JOEMC's approvals given pursuant to this Agreement or actions taken hereunder shall not be construed as any warranty or representation to Customer or any third party

regarding the safety, durability, reliability, performance or fitness of Customer's DR and service facilities, its control or protective devices or the design, construction, installation or operation thereof.

12. EFFECTIVE TERM AND TERMINATION RIGHTS: This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The Agreement may be terminated in accordance with the following:

- a) If Customer desires to terminate the Agreement, JOEMC will agree to such termination if JOEMC is satisfied that Customer no longer can operate Customer's DR in parallel with JOEMC's system at the premises and all bills for services previously rendered to Customer, plus any applicable termination charges as specified in Exhibit 4, have been paid. JOEMC may waive the termination charges if JOEMC has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to JOEMC for the interconnection to JOEMC for a term not less than the unexpired portion of Customer's Agreement.
- b) JOEMC, in addition to all other legal remedies, may either terminate the Agreement or suspend interconnection with Customer (1) for any default or breach of Agreement by Customer, (2) for failure to pay any applicable bills when due and payable, (3) for a condition on Customer's side of the point of interconnection actually known by JOEMC to be, or which JOEMC reasonably anticipates may be, dangerous to life or property, (4) if Customer either fails to energize the DR within 12 months of the Effective Date or this Agreement or permanently abandons the DR, or (5) by giving the Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute concerning interconnection and parallel operation of the DR, unless the Customer's installation is exempted from the change or the Customer complies with the change in a timely manner. No such termination or suspension, however, will be made by JOEMC without written notice delivered to Customer, personally or by mail, stating what in particular in the Agreement has been violated, except that no notice need to be given in instances set forth in 12.(b)(3) above. Failure to operate the DR for any consecutive 12 month period after the Effective Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

13. GENERAL:

- a) This Agreement and the applicable Schedule, Riders, Interconnection Standard, Service Rules and Regulations, and Terms and Conditions hereto attached are subject to changes or substitutions, either in whole or in part, made from time to time by a legally effective filing of JOEMC with, or by order of, the regulatory authority having jurisdiction, and each party to this Agreement reserves the right to seek changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.
- b) **Headings:** The descriptive headings or the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. ENTIRE AGREEMENT: This Agreement and the documents attached hereto constitute the entire Agreement between the Parties relating to the subject matter hereof, there being no other agreements or understandings, written or oral, other than those contained in this Agreement and the attachments hereto. This Agreement does not modify, change, or impact any other agreement between the Parties relating to the supply of electric service, or the sale of, or purchase of, electric power.

15. AMENDMENTS: The Parties may amend this Agreement but such amendment may only be effective and enforceable if it is set forth in a written instrument signed by both parties.

16. ASSIGNMENT: Customer shall not assign its rights nor delegate its duties under this Agreement without JOEMC's written consent. Any assignment or delegation Customer makes without JOEMC's written consent shall not be valid. JOEMC shall not unreasonably withhold its consent to Customer's assignment of this Agreement. An assignee or new customer must submit a new Application To Interconnect DR Less than 500 kW ss to JOEMC and obtain JOEMC's written approval before any assignment shall occur. Customer assumes the responsibility of ensuring a new customer or assignee

is aware the new customer or assignee must re-apply and obtain JOEMC's written acceptance or the equipment must be removed or disabled to prevent future interconnection and/or operation.

- 17. **THIRD PARTIES:** This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party of this Agreement.
- 18. **GOVERNING LAW:** This Agreement shall be governed under laws of the State of North Carolina.
- 19. **SEVERABILITY:** If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.
- 20. **WAIVER:** No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, constructed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 21. **CUSTOMER CERTIFICATION:** By signing this Agreement below, Customer hereby certifies that, to the best of Customer's knowledge, all of the information provided in the Application To Interconnect DR Less than 500 kW or Less is true and correct, the DR shall comply with the Interconnection Standard, and that Customer has received and reviewed this Agreement.
- 22. **ACCEPTANCE AND SIGNATURES:** Upon the acceptance hereof by JOEMC, evidenced by the signature of its authorized representative appearing below, this document shall be an Agreement for the interconnection of Customer's DR to JOEMC's system.

Witness as to Customer:

By _____

Title _____

This _____ day of _____, 20____

ACCEPTED: _____

Address of Customer: _____

By Name:
 Title:
 Address:

This _____ day of _____ 20____

Witness as to JOEMC:

By _____

Title _____

This _____ day of _____, 20____

ACCEPTED: _____

By Name:
 Title:
 Address:

This _____ day of _____ 20____

EXHIBITS AND ATTACHMENTS

1. Application to Interconnect Distributed Resources less than 500 kW
2. Interconnection Standard
3. Service Regulations, Terms and Conditions and Rate Schedule
4. Exhibit when Interconnection Costs are involved