



February 3, 2022

BY UPS

Adam Teitzman  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Dear Mr. Teitzman:

Enclosed are four final and two legislative copies of proposed tariff sheets for Sumter Electric Cooperative, Inc. (SECO). The following rate sheets were added or modified:

- Index of Rate Schedules – Eighteenth Revised Sheet 6.0
- Interconnection Agreement for Customer Owned Renewable Generation Systems – 17.0 – 17.5

The updated Interconnection Agreement reflects changes that are necessary to govern the relationship between our renewable energy producing members and SECO Energy.

We are proposing an implementation date of April 1, 2022, so if there are any questions, please do not hesitate to call me at 352-569-9545.

Sincerely yours,

Gene Kanikovsky  
Chief Financial Officer

COM \_\_\_\_\_  
 AFD \_\_\_\_\_  
 APA \_\_\_\_\_  
 ECO 3 finals and 1 legislative copy  
 ENG \_\_\_\_\_  
 GCL \_\_\_\_\_  
 IDM \_\_\_\_\_  
 CLK \_\_\_\_\_

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 2022 FEB - 7 AM 10:33  
 COMMISSION  
 CLERK

cc: Curtis Wynn, CEO



## INDEX OF RATE SCHEDULES

<b><u>DESIGNATION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>SHEET NUMBER</u></b>
<i>GS</i>	<i>General Service</i>	<i>7.0 – 7.1</i>
<i>GSD</i>	<i>General Service/Demand</i>	<i>8.0 – 8.2</i>
<i>GSDI</i>	<i>General Service/Demand Interruptible</i>	<i>8.6 – 8.8</i>
<i>LGSD</i>	<i>Large General Service/Demand</i>	<i>8.9 – 8.11</i>
<i>RS</i>	<i>Residential Service</i>	<i>9.0</i>
<i>RS-TOU</i>	<i>Residential Service Time-Of-Use</i>	<i>9.1 – 9.2</i>
<i>EV</i>	<i>Public Charging for Electric Vehicles</i>	<i>9.3</i>
<i>LS</i>	<i>Lighting Service</i>	<i>10.3 – 10.5</i>
<i>CSA</i>	<i>Contract Service Agreement</i>	<i>11.0 – 11.3</i>
<i>PCA</i>	<i>Wholesale Power Cost Adjustment</i>	<i>12.0</i>
	<i>Miscellaneous Charge Amounts</i>	<i>16.0 – 16.02</i>
	<i>Line Extension Charges</i>	<i>16.1 – 16.3</i>
	<i>Net Metering</i>	<i>16.4</i>
	<i>Interconnection Agreement for Customer Owned Renewable Generation Systems</i>	<i>17.0 – 17.5</i>
	<i>Prepaid Metering Rate Schedule</i>	<i>18.0 – 18.1</i>
<i>DS</i>	<i>Idle and Dormant Services</i>	<i>19.0 – 19.1</i>



**Interconnection Agreement  
For Member-owned Renewable Generation Systems  
(1-1,000 kW)**

This Interconnection Agreement for Member-Owned Renewable Generation Systems ("Interconnection Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between Sumter Electric Cooperative, Inc. d/b/a SECO Energy ("Cooperative") and \_\_\_\_\_ (the "Member") located at \_\_\_\_\_, Florida, referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

**Whereas**, a Renewable Generation System ("RGS") is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, battery storage, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 1.000 kilowatts (kW) alternating current (AC) power output and is primarily intended to offset part or all of a Member's current electricity requirements.

**Whereas**, the Member has requested to interconnect its Renewable Generation System of \_\_\_ kW (AC) to the Cooperative's electrical service grid at the Member's presently metered location; and  
**Whereas**, the Cooperative and Seminole Electric Cooperative, Inc. ("Seminole") have entered into that certain Wholesale Power Contract ("WPC"), effective as of July 30, 1975, which, as amended, provides, among other things, that the Cooperative may allow net metering for renewable energy resources which are located on a Member's premises; and

**Whereas**, the Cooperative and Seminole have entered into that certain Net Metering Agreement, which provides the standard interconnection requirements for a Member's RGS installation; and

**Whereas**, the Member acknowledges the complexity and integrated nature of the Cooperative's electric system, to which the Member desires interconnection and with which Member desires parallel operation; and

**Whereas**, the Member acknowledges the important safety issues and financial consequences on the Cooperative's electric system that could result from any deviation by the Member from the requirements of this Interconnection Agreement.

**Now, Therefore**, in consideration of the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1) In order to commence the process for interconnection, the Member shall provide the Cooperative a completed "Application Form", attached hereto as Attachment 1 and incorporated herein.
- 2) The Member agrees to provide the Cooperative with written certification that the RGS installation has been inspected by the local code official who has certified that the installation was permitted and has been approved and has met all electrical and mechanical requirements. Such certification shall be delivered to Cooperative prior to the operation of the RGS.





- 3) The Member shall, prior to operation of the RGS, provide equipment specifications to the Cooperative identifying and certifying in writing that the RGS, inverters and associated equipment design, and installation and operation adhere to the latest version of (1) IEEE-1547 Standards, (2) UL-1741 Standards, (3) the National Electric Code, and, (4) if applicable, has been approved by the Florida Solar Energy Center (FSEC Std 203-10).
- 4) The Member is responsible for the inspection, maintenance, and testing in accordance with the manufacturer's instructions and applicable codes, standards, and regulations to ensure that the RGS and associated equipment are operated correctly and safely.
- 5) The Member agrees to permit the Cooperative and/ or Seminole, if they should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Interconnection Agreement both before and after the RGS goes into service and to witness the testing of the RGS equipment and protective apparatus. The Cooperative shall provide the Member with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone, as to when the Cooperative may conduct inspection or document review, and the Member shall provide the Cooperative with as much notice as reasonably practicable regarding the testing of the RGS equipment and protective apparatus. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Member agrees to provide the Cooperative access to the Member's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement. The Member shall notify the Cooperative at least ten (10) days prior to the in-service date of the RGS to provide sufficient notice for the Cooperative to be able to be present, if it so chooses, when the RGS is placed in service. Seminole shall have the same rights and duties of inspection as the Cooperative; however, nothing herein obligates the Cooperative or Seminole to inspect, and the failure of the Cooperative and/or Seminole to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to Cooperative or Seminole nor relieve Member of its duties hereunder.
- 6) The Member is responsible for protecting the RGS, inverters, protection devices, and other system components from the normal and abnormal conditions and operations that occur on the Cooperative's electrical system in delivering and restoring system power. The Member certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with the latest version of UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
- 7) The Member shall not energize the Cooperative's system when the Cooperative's system is de-energized. There shall be no intentional islanding, as described in IEEE 1547, between the Member's and the Cooperative's systems.
- 8) For an RGS with a capability of ten (10) kW or less, the Member shall not be required to maintain General Liability Insurance for Personal and Property Damage, and for an RGS with a capability of greater than ten (10) kW, the Member shall provide and maintain not less than one million dollars





(\$1,000,000) of General Liability Insurance for Personal and Property Damage. Proof of said insurance, if applicable, shall be provided by the Member, shall list the Cooperative as an additional insured under such policy, and shall be attached to this Interconnection Agreement Member shall provide all policy renewals to the Cooperative. Should the Member fail to comply with these insurance requirement(s), Cooperative may, at its option, cancel this Interconnection Agreement.

- 9) The Member shall, at the Member's expense, install and maintain a manual disconnect switch to provide a separation point between the AC power output of the RGS and any Member facilities connected to the Cooperative's electrical system. The manual disconnect switch shall be mounted separately from the meter socket and shall be readily accessible at all times to the Cooperative and shall be capable of being locked in the open position by the Cooperative. The Cooperative may open and lock the switch, isolating the RGS from the Cooperative's electrical service grid without prior notice to the Member. To the extent practical, the Cooperative will attempt to notify the Member of its intent to disconnect the RGS from the Cooperative's electrical service grid but shall have no liability for failure to do so.
- 10) "Gross power rating" ("GPR") means the manufacturer's AC nameplate generating capacity of the RGS that will be interconnected to and operate in parallel with the Cooperative's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC. It is the Member's responsibility to notify the Cooperative of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications. If such modifications are approved by the Cooperative, an amendment to this Interconnection Agreement shall be executed by the Parties and the Member recognizes and agrees that an increase in GPR to greater than ten (10) kW may impose additional requirements on the Member.
- 11) The RGS must have a GPR that does not exceed ninety percent (90%) of the Member's utility distribution service rating at the Member's location. If the GPR does exceed that ninety percent (90%) limit, the Member shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and to ensure the ninety percent (90%) threshold is not breached.
- 12) The Cooperative will furnish, install, own, and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Member's service associated with the RGS will be metered at a single metering point, and the metering equipment shall be capable of measuring the net energy delivered by the Cooperative to the Member and the net energy delivered by the Member to the Cooperative on a monthly basis. The Member agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
- 13) Once the Cooperative has received the Member's written documentation that the requirements of this Interconnection Agreement have been met and the correct operation of the manual switch has been demonstrated to Cooperative, the Cooperative will, within ten (10) business days, notify that parallel operation of the RGS may commence.





- 14) The Member shall indemnify, hold harmless and defend the Cooperative and Seminole from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property in any way directly or indirectly connected with, or growing out of operation of the RGS, except in those cases where loss occurs due to the grossly negligent actions of the Cooperative.
- 15) The Cooperative has the right, at the Member's expense, to disconnect the RGS at any time. This may result from but is not limited to:
  - a) Cooperative and/or Seminole's system maintenance, operation and emergency operations;
  - b) Hazardous conditions existing on the Cooperative's and/or transmission provider's system due to the operation of the RGS generating or protective equipment as determined by the Cooperative or Seminole;
  - c) Adverse electrical effects on the electrical equipment of the Cooperative's other electric customers as determined by the Cooperative;
  - d) Failure by the Member to adhere to the terms of this Interconnection Agreement;
  - e) Failure by Member to pay sums due to the Cooperative for electric service or any other reason.
- 16) On the termination of this Interconnection Agreement, the Cooperative, at the Member's expense, shall open and padlock the manual disconnect switch and remove any additional Cooperative equipment associated with the provision of net metering service. At the Member's expense, the Member agrees to permanently isolate the RGS and associated equipment from the Cooperative's electric service grid. The Member shall notify the Cooperative within ten (10) working days that the disconnect procedure has been completed.
- 17) The Parties agree that the sole and proper jurisdiction and venue for any legal action brought to enforce this Interconnection Agreement or to address the rights and obligations of this Interconnection Agreement shall be the State Court of the proper jurisdiction where the RGS is located within the State of Florida.
- 18) In the event of any dispute hereunder for any action to interpret or enforce this Interconnection Agreement, the prevailing Party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.
- 19) Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by United States certified mail, Return Receipt Requested, addressed as follows:



if to Member:

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If to Cooperative:  
SECO Energy  
Attn: Engineering Department -RGS  
P.O. Box 301  
Sumterville, Florida 33585-0301

Notice of any change in any of the above addresses shall be deemed in the manner specified in this section.

21) Other Special Provisions:

*The Parties acknowledge that this Interconnection Agreement is subject to the RGS Agreement and the Wholesale Power Contract, each entered into between Cooperative and Seminole Electric Cooperative, Inc. This Interconnection Agreement is intended to be consistent with the RGS Agreement and the Wholesale Power Contract, but in the event that any of the provisions of this Interconnection Agreement shall be held or otherwise determined to be in conflict with either the RGS Agreement or the Wholesale Power Contract, the parties agree that the RGS Agreement or Wholesale Power Contract, respectively, shall prevail.*

- 22) This Interconnection Agreement, along with the Application Form, when duly executed, constitutes the entire agreement between the Parties with respect to matters herein contained.
- 23) In cases where the RGS referenced by this Interconnection Agreement shall be assigned to a Member through a change in ownership who was not a Party to this agreement, or RGS systems for which a material modification has occurred or is proposed, the Cooperative can determine, in its sole opinion, whether the existing Interconnection Agreement shall be assigned or cancelled, and a new Interconnection Agreement and Application Form executed by both Parties is required.

(THE SIGNATURE PAGE FOLLOWS)



In Witness Whereof, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

Sumter Electric Cooperative, Inc. d/b/a SECO  
Energy

\_\_\_\_\_  
Member: Print Name or Organization

By: \_\_\_\_\_  
Signature: Authorized Representative

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name and Title





## INDEX OF RATE SCHEDULES

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<i>DS</i>	<i>Idle and Dormant Services</i>	<i>19.0 – 19.1</i>

**SUMTER ELECTRIC COOPERATIVE, INC.  
INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE  
GENERATION SYSTEMS**

This Agreement for Customer-Owned Renewable Generation Systems ("Interconnection Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between Sumter Electric Cooperative, Inc. ("Cooperative") and ("Customer") located at \_\_\_\_\_, Florida, referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

~~Whereas, a Renewable Generation System ("RGS") is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (kW) alternating current (AC) power output and is primarily intended to offset part or all of a Customer's current electricity requirements;~~

~~Whereas, the Customer has requested to interconnect its Renewable Generation System, of \_\_\_ kW or less to the Cooperative's electrical service grid at the Customer's presently metered location; and~~

~~Whereas, the Cooperative and Seminole Electric Cooperative, Inc. ("Seminole") have entered into that certain Wholesale Power Contract ("WPC"), effective as of July 30, 1975, which, as amended, provides, among other things, that the Cooperative may allow net metering for renewable energy resources, which are located on a customer's premises; and~~

~~Whereas, the Cooperative and Seminole have entered into that certain Net Metering Agreement, which provides the standard interconnection requirements for a customer's RGS installation;~~

~~Whereas, the Customer acknowledges the complexity and integrated nature of the Cooperative's electric system, to which the Customer desires interconnection and with which Customer desires parallel operation; and~~

~~Whereas, the Customer acknowledges the important safety issues and financial consequences on the Cooperative's electric system that could result from any deviation by the Customer from the requirements of this Agreement.~~

~~Now, Therefore, in consideration of the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:~~

- ~~• The Customer agrees to provide the Cooperative with written certification that the RGS installation has been inspected by the local code official who has certified that the installation was permitted and has been approved and has met all electrical and mechanical qualifications. Such certification shall be delivered to Cooperative prior to the operation of the RGS.~~





**Interconnection Agreement  
For Customer-owned Renewable Generation Systems  
(1-1,000 kW)**

This Interconnection Agreement for Customer-Owned Renewable Generation Systems ("Interconnection Agreement") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between SECO Energy ("Cooperative") and \_\_\_\_\_ ("the Customer") located at \_\_\_\_\_, Florida, referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

**Whereas**, a Renewable Generation System ("RGS") is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 1,000 kilowatts (kW) alternating current (AC) power output and is primarily intended to offset part or all of a Customer's current electricity requirements.

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**Whereas**, the Customer acknowledges the complexity and integrated nature of the Cooperative's electric system, to which the Customer desires interconnection and with which Customer desires parallel operation; and

**Whereas**, the Customer acknowledges the important safety issues and financial consequences on the Cooperative's electric system that could result from any deviation by the Customer from the requirements of this Agreement.

**Now, Therefore**, in consideration of the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1) In order to commence the process for interconnection, the Customer shall provide the Cooperative a completed "Application Form", attached hereto as Attachment I and incorporated herein.
- 2) The Customer agrees to provide the Cooperative with written certification that the RGS installation has been inspected by the local code official who has certified that the installation was permitted and has been approved and has met all electrical and mechanical requirements. Such certification shall be delivered to Cooperative prior to the operation of the RGS.



- ~~The Customer shall, prior to operation of the RGS, provide equipment specifications to the Cooperative identifying and certifying in writing that the RGS, inverters and associated equipment design, and installation and operation adhere to IEEE-1547 Standards, UL-1741 Standards, the National Electric Code, and, if applicable, has been approved by the Florida Solar Energy Center (FSEC Std-203-05).~~
- ~~The Customer is responsible for the inspection, maintenance, and testing in accordance with the manufacturer's instructions and applicable codes, standards, and regulations to insure that the RGS and associated equipment are operated correctly and safely.~~
- ~~The Customer agrees to permit the Cooperative and/or Seminole, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Interconnection Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The Cooperative shall provide the Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone, as to when the Cooperative may conduct inspection or document review, and the Customer shall provide the Cooperative with as much notice as reasonably practicable regarding the testing of the ASG equipment and protective apparatus. Upon reasonable notice, or at any time without notice in the vent of an emergency or hazardous condition, Customer agrees to provide the Cooperative access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement. The Customer shall notify the Cooperative at least ten (10) days prior to the in-service date of the AGS to provide sufficient notice for the Cooperative to be able to be present, if it so chooses, when the RGS is place in service. Seminole shall have the same rights and duties of inspection as the Cooperative; however, nothing herein obligates the Cooperative or Seminole to inspect, and the failure of the Cooperative and/or Seminole to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to Cooperative or Seminole nor relieve Customer of its duties hereunder.~~
- ~~The Customer is responsible for protecting the RGS, inverters, protection devices, and other system components from the normal and abnormal conditions and operation that occur on the Cooperative's electrical system in delivering and restoring system power. The Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NATL) to comply with UL 1741. The NATL shall be approved by the Occupational Safety & Health Administration (OSHA).~~
- ~~The Customer shall not energize the Cooperative's system when the Cooperative's system is de-energized. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the Cooperative's systems.~~
- ~~For an RGS with a capability of ten (10) kW or less, the Customer shall not be required to maintain liability insurance. For an RGS with a capability of greater than ten (10) kW, the Customer shall provide and maintain not less than one million dollars (\$1,000,000) of Personal Injury and Property Damage Liability Insurance. Proof of said insurance shall be provided by the Customer and attached to this Interconnection Agreement, and all policy renewals shall be provided to the Cooperative.~~





- 3) The Customer shall, prior to operation of the RGS, provide equipment specifications to the Cooperative identifying and certifying in writing that the RGS, inverters and associated equipment design, and installation and operation adhere to IEEE-1547 Standards, UL-1741 Standards, the National Electric Code, and, if applicable, has been approved by the Florida Solar Energy Center (FSEC Std 203-10).
- 4) The Customer is responsible for the inspection, maintenance, and testing in accordance with the manufacturer's instructions and applicable codes, standards, and regulations to ensure that the RGS and associated equipment are operated correctly and safely.
- 5) The Customer agrees to permit the Cooperative and/ or Seminole, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Interconnection Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The Cooperative shall provide the Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone, as to when the Cooperative may conduct inspection or document review, and the Customer shall provide the Cooperative with as much notice as reasonably practicable regarding the testing of the RGS equipment and protective apparatus. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the Cooperative access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement. The Customer shall notify the Cooperative at least ten (10) days prior to the in-service date of the RGS to provide sufficient notice for the Cooperative to be able to be present, if it so chooses, when the RGS is placed in service. Seminole shall have the same rights and duties of inspection as the Cooperative; however, nothing herein obligates the Cooperative or Seminole to inspect, and the failure of the Cooperative and/or Seminole to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to Cooperative or Seminole nor relieve Customer of its duties hereunder.
- 6) The Customer is responsible for protecting the RGS, inverters, protection devices, and other system components from the normal and abnormal conditions and operations that occur on the Cooperative's electrical system in delivering and restoring system power. The Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
- 7) The Customer shall not energize the Cooperative's system when the Cooperative's system is de-energized. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the Cooperative's systems.
- 8) For an RGS with a capability of ten (10) kW or less, the Customer shall not be required to maintain General Liability Insurance for Personal and Property Damage, and for an RGS with a capability of greater than ten (10) kW, the Customer shall provide and maintain not less than one million dollars



- ~~The Customer shall, at the Customer's expense, install and maintain a manual disconnect switch to provide a separation point between the AC power output of the AGS and any Customer facilities connected to the Cooperative's electrical system. The manual disconnect switch shall be mounted separately from the meter socket and shall be readily accessible at all times to the Cooperative and shall be capable of being locked in the open position by the Cooperative. The Cooperative may open and lock the switch, isolating the AGS from the Cooperative's electrical service grid without prior notice to the Customer. To the extent practical, the Cooperative will make an attempt to notify the Customer of its intent to disconnect the Customer's AGS from the Cooperative's electrical service grid, but shall have no liability for failure to do so.~~
- ~~"Gross power rating" ("GPA") means the manufacturer's AC nameplate generating capacity of the AGS that will be interconnected to and operate in parallel with the Cooperative's distribution facilities. For inverter-based systems, the GPA shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Customer's responsibility to notify the Cooperative of any change to the GPA of the AGS by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications. If such modifications are approved by the Cooperative, an amendment to this Interconnection Agreement shall be executed by the Parties and the Customer recognizes and agrees that an increase in GPA in excess of ten (10) kW may impose additional requirements on the Customer.~~
- ~~The AGS must have a GPA that does not exceed ninety percent (90%) of the Customer's utility distribution service rating at the Customer's location. If the GPA does exceed that ninety percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPA capacity and to ensure the ninety percent (90%) threshold is not breached.~~
- ~~The Cooperative will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Customer's service associated with the AGS will be metered at a single metering point, and the metering equipment shall be capable of measuring the net energy delivered by the Cooperative to the Customer and the net energy delivered by the Customer to the Cooperative on a monthly basis. The Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.~~
- ~~Once the Cooperative has received the Customer's written documentation that the requirements of this Interconnection Agreement have been met and the correct operation of the manual switch has been demonstrated to Cooperative, the Cooperative will, within ten (10) business days, send written notice that parallel operation of the AGS may commence.~~
- ~~The Customer shall indemnify, hold harmless and defend the Cooperative and Seminole from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property in any way directly or indirectly connected with, or growing out of operation of AGS, except in those cases where loss occurs due to the grossly negligent actions of the Cooperative.~~





- 9) (\$1,000,000) of General Liability Insurance for Personal and Property Damage. Proof of said insurance, if applicable, shall be provided by the Customer and attached to this Interconnection Agreement, and all policy renewals shall be provided to the Cooperative.
- 10) The Customer shall, at the Customer's expense, install and maintain a manual disconnect switch to provide a separation point between the AC power output of the RGS and any Customer facilities connected to the Cooperative's electrical system. The manual disconnect switch shall be mounted separately from the meter socket and shall be readily accessible at all times to the Cooperative and shall be capable of being locked in the open position by the Cooperative. The Cooperative may open and lock the switch, isolating the RGS from the Cooperative's electrical service grid without prior notice to the Customer. To the extent practical, the Cooperative will attempt to notify the Customer of its intent to disconnect the RGS from the Cooperative's electrical service grid but shall have no liability for failure to do so.
- 11) "Gross power rating" ("GPR") means the manufacturer's AC nameplate generating capacity of the RGS that will be interconnected to and operate in parallel with the Cooperative's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Customer's responsibility to notify the Cooperative of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications. If such modifications are approved by the Cooperative, an amendment to this Interconnection Agreement shall be executed by the Parties and the Customer recognizes and agrees that an increase in GPR to greater than ten (10) kW may impose additional requirements on the Customer.
- 12) The RGS must have a GPR that does not exceed ninety percent (90%) of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that ninety percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and to ensure the ninety percent (90%) threshold is not breached.
- 13) The Cooperative will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point, and the metering equipment shall be capable of measuring the net energy delivered by the Cooperative to the Customer and the net energy delivered by the Customer to the Cooperative on a monthly basis. The Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
- 14) Once the Cooperative has received the Customer's written documentation that the requirements of this Interconnection Agreement have been met and the correct operation of the manual switch has been demonstrated to Cooperative, the Cooperative will, within ten (10) business days, notify that parallel operation of the RGS may commence.



- ~~The Cooperative has the right, at the Customer's expense, to disconnect the RGS at any time. This may result from but is not limited to:~~
  - ~~Cooperative and/or Seminole's system maintenance, operation and emergency operations;~~
  - ~~Hazardous conditions existing on the Cooperative's and/or transmission providers system due to the operation of the RGS generating or protective equipment as determined by the Cooperative or Seminole;~~
  - ~~Adverse electrical effects on the electrical equipment of the Cooperative's other electric customers as determined by the Cooperative; and,~~
  - ~~Failure by the Customer to adhere to the terms of this Interconnection Agreement; and,~~
  - ~~Failure by Customer to pay sums due to the Cooperative for electric service or any other reason.~~
- ~~On the termination of this Interconnection Agreement, the Cooperative, at the Customer's expense, shall open and padlock the manual disconnect switch and any additional Cooperative equipment associated with the provision of net metering service. At the Customer's expense, the Customer agrees to permanently isolate the Customer's RGS and associated equipment from the Cooperative's electric service grid. The Customer shall notify the Cooperative within ten (10) working days that the disconnect procedure has been completed.~~
- ~~The Parties agree that the sole and proper jurisdiction and venue for any legal action brought to enforce this Interconnection Agreement or to address the rights and obligations of this Interconnection Agreement shall be the State Court of the proper jurisdiction located within the State of Florida's Fifth Judicial Circuit in Sumter County.~~
- ~~In the event of any dispute hereunder for any action to interpret or enforce this Interconnection Agreement, the prevailing Party shall be entitled to recover its reasonable costs, fees, expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.~~
- ~~Other Special Provisions:~~
  - ~~The Cooperative has the right, at the Customer's expense, to disconnect the Customer's RGS at any time for failure by Customer to pay sums due to the Cooperative for electric service.~~
  - ~~The Parties acknowledge that this Interconnection Agreement is subject to the RGS Agreement and the Wholesale Power Contract, each entered into between Cooperative and Seminole Electric Cooperative, Inc. This Interconnection Agreement is intended to be consistent with the RGS Agreement and the Wholesale Power Contract, but in the event that any of the provisions of this Interconnection Agreement shall be held or otherwise determined to be in conflict with either the RGS Agreement or the Wholesale Power~~





- 15) The Customer shall indemnify, hold harmless and defend the Cooperative and Seminole from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property in any way directly or indirectly connected with, or growing out of operation of the RGS, except in those cases where loss occurs due to the grossly negligent actions of the Cooperative.
- 16) The Cooperative has the right, at the Customer's expense, to disconnect the RGS at any time. This may result from but is not limited to:
  - a) Cooperative and/or Seminole's system maintenance, operation and emergency operations;
  - b) Hazardous conditions existing on the Cooperative's and/or transmission provider's system due to the operation of the RGS generating or protective equipment as determined by the Cooperative or Seminole;
  - c) Adverse electrical effects on the electrical equipment of the Cooperative's other electric customers as determined by the Cooperative;
  - d) Failure by the Customer to adhere to the terms of this Interconnection Agreement;
  - e) Failure by Customer to pay sums due to the Cooperative for electric service or any other reason.
- 17) On the termination of this Interconnection Agreement, the Cooperative, at the Customer's expense, shall open and padlock the manual disconnect switch and remove any additional Cooperative equipment associated with the provision of net metering service. At the Customer's expense, the Customer agrees to permanently isolate the RGS and, associated equipment from the Cooperative's electric service grid. The Customer shall notify the Cooperative within ten (10) working days that the disconnect procedure has been completed.
- 18) The Parties agree that the sole and proper jurisdiction and venue for any legal action brought to enforce this Interconnection Agreement or to address the rights and obligations of this Interconnection Agreement shall be the State Court of the proper jurisdiction located within the State of Florida.
- 19) In the event of any dispute hereunder for any action to interpret or enforce this Interconnection Agreement, the prevailing Party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.
- 20) Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by United States certified mail, Return Receipt Requested, addressed as follows:

~~contract, the parties agree that the RGS Agreement or Wholesale Power Contract, respectively, shall prevail.~~

- ~~Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by United State certified mail, return receipt requested, addressed as follows:~~

<del>If to Customer: _____          _____          _____          _____</del>	<del>If to Sumter Electric Cooperative, Inc.:          CEO &amp; General Manager          P.O. Box 301          Sumterville, FL 33585-0301</del>
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~~Notice of any change in any of the above addresses shall be deemed in the manner specified in this Section.~~

- ~~This Interconnection Agreement, when duly executed, constitutes the entire agreement between the Parties with respect to matters herein contained.~~

~~In Witness Whereof, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.~~

~~Charges and Terms Accepted:~~

\_\_\_\_\_ Sumter Electric Cooperative, Inc.  
 Customer: Print Name or Organization

By: \_\_\_\_\_ By: \_\_\_\_\_  
 Signature: Authorized Representative Signature

\_\_\_\_\_ James P. Duncan, Chief Executive  
 (Print Name and Title) Officer and General Manager





if to Customer:

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If to Cooperative:  
SECO Energy  
Attn: Engineering Department -RGS  
P.O. Box 301  
Sumterville, Florida 33585-0301

Notice of any change in any of the above addresses shall be deemed in the manner specified in this section.

21) Other Special Provisions:

*The Parties acknowledge that this Interconnection Agreement is subject to the RGS Agreement and the Wholesale Power Contract, each entered into between Cooperative and Seminole Electric Cooperative, Inc. This Interconnection Agreement is intended to be consistent with the RGS Agreement and the Wholesale Power Contract, but in the event that any of the provisions of this Interconnection Agreement shall be held or otherwise determined to be in conflict with either the RGS Agreement or the Wholesale Power Contract, the parties agree that the RGS Agreement or Wholesale Power Contract, respectively, shall prevail.*

- 22) This Interconnection Agreement, along with the Application Form, when duly executed, constitutes the entire agreement between the Parties with respect to matters herein contained.

(THE SIGNATURE PAGE FOLLOWS)



In Witness Whereof, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

SECO Energy

Customer: Print Name or Organization

By: \_\_\_\_\_  
Signature: Authorized Representative

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name and Title