

Panola-Harrison Electric Cooperative, Inc.
Renewable Energy Application and Contract

Qualifying Renewable Generating Installation Application
Output<20Kw

MEMBER/APPLICANT INFORMATION

Owner/Operator Name: _____
Physical Address: _____
Mailing Address: _____
City: _____ County: _____ State: ____ Zip Code: _____
Phone Number: _____ Alternate Number: _____
Email Address: _____ Fax Number: _____
PHEC Account #: _____

RENEWABLE ENERGY DEALER/CONTRACTOR

Company: _____
Mailing Address: _____
City: _____ County: _____ State: ____ Zip Code: _____
Contact Person: _____ Phone Number: _____
Email Address: _____ Fax Number: _____

ELECTRICAL CONTRACTOR (as applicable)

Company: _____
Mailing Address: _____
City: _____ County: _____ State: ____ Zip Code: _____
Contact Person: _____ Phone Number: _____
Email Address: _____ Fax Number: _____

INTERCONNECTION

The member shall submit a renewable energy application to the electric utility at least forty-five (45) days prior to the date the customer intends to interconnect the generating facilities to the utility's facilities.

TYPE OF GENERATING FACILITY

Photovoltaic _____ Wind _____

Other _____

(Complete all applicable items. Copy this page as required for additional generators)

GENERATOR DATA

Unit Number: _____ Total number of units listed with specifications on site: _____

Manufacturer: _____

Type (synchronous, induction, or inverter): _____

Date of Manufacture: _____

Serial Number (each): _____

Rated Output (for one unit): _____ Kilowatt

Total Output (all units): _____ Kilowatt

1. Scope of Contract – This Contract is applicable to conditions under which Panola Harrison Electric Cooperative, herein referred to as PHEC, and the Member agree that a single renewable generating installation that is a qualifying facility not to exceed an output of 20kw, herein referred to as Installation and may be interconnected to PHEC’s electric power distribution system.

2. Establishment of Point of Interconnection – The point where the electric energy leaves the wires or facilities provided by the Member and enters the wires or facilities owned by PHEC is the “Point of Interconnection”. (The point of interconnection will be made at PHEC’s dual register meter.) PHEC and the Member agree to interconnect the Installation at the Point of Interconnection in accordance with PHEC’s rules, regulations, by-laws, and tariffs (“Rules”).

3. Responsibilities of PHEC and the Member – The Member, at its own cost and expense, will install, operate, maintain, repair, inspect, and shall be fully responsible for the Installation. The Member agrees to cause the Installation to be constructed and operated in accordance with the Rules and specifications provided by the National Electrical Safety Code and the National Electrical Code. The Member will notify PHEC of any emergency or hazardous conditions or occurrences with the Member’s Installation, which could affect safe operation of the PHEC Distribution System.

PHEC may notify, but is under no duty or obligation to notify the Member if there is evidence that the Installation’s operation causes disruption or deterioration of service to other customers served by PHEC or if the Installation’s operation causes damage to PHEC facilities.

4. Limitation of Liability and Indemnification

- a. PHEC and Member shall each be responsible for the safe installation, repair and condition of their respective lines and appurtenances on their respective side of the Point of Delivery. PHEC and Member will each protect and indemnify the other (including its members, trustees, directors, officers, employees, representatives, and agents) from and against any liability or loss (including reasonable expenses and attorneys' fees) because of bodily injury or property damage arising out of the PHEC's or Member's respective responsibilities as stated herein; except that neither shall be obligated to indemnify the other for injury or damage to the extent such injury or damage is caused by the negligence of the other party. This provision is for the sole benefit of the parties hereto and is not intended and shall not be construed to confer any rights or benefits on any third party.
- b. The Member shall maintain liability insurance, including contractual liability insurance, covering indemnity agreements which insures Member against all claims for property damage and for personal injury or death rising out of, resulting from or in any manner connected with the installation, operation, ownership, and maintenance of the Member's generating equipment. The amount of such insurance coverage shall be at least \$1,000,000 per occurrence. Member shall furnish a certificate from Member's insurance carrier showing that it has complied with the provisions of this section and providing that the insurance policy will not be changed or canceled during its term without written 30 day notice to PHEC. Renewal certificates shall be furnished prior to expiration date of existing certificate.
- c. PHEC and the Member shall each be responsible for the safe installation, maintenance, repair, and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the Point of Interconnection. PHEC does not assume any duty of inspecting the Member's lines, wires, switches, or other equipment or property and will not be responsible therefore.
- d. The Member shall provide written notice to PHEC when the Installation is ready to be energized and PHEC personnel may inspect and install appropriate meter before the Installation is energized.
- e. The Member's Installation shall be equipped with protective features designed to prohibit connection to a de-energized electrical circuit owned and operated by PHEC.
- f. A manual lockable disconnect shall be installed between the Member's Installation and the PHEC Distribution System.

- 5. Right of Access** – PHEC may, but is under no duty or obligation to send an employee, agent, or contractor to the premises of the Member at any time whether before, during, or after the time the Installation first produces energy to inspect the Installation and observe the Installation's setup, commissioning (including any testing), startup, operation, and maintenance.

At all times, PHEC shall have access to the Member's premises for any reasonable purpose regarding the interconnection described in this Contract, the Rules, or to provide service to its members.

- 6. Disconnection of Installation** – The Member retains the option to disconnect its installation from PHEC, provided that the Member notifies PHEC of its intent to disconnect by giving PHEC at least thirty (30) days prior written notice.

PHEC shall have the right but not the duty or obligation to disconnect or cause the Member to disconnect the Installation and suspend use of the Installation in cases where continued use of the Installation will endanger persons, property, or affect the integrity of the PHEC Distribution System. It shall have sole discretion in determining whether the Installation or use of the Installation will endanger persons, property or affect the integrity of the PHEC Distribution System. During a planned outage of PHEC serving the Member, PHEC shall have the right to suspend use of the Installation and disconnect or cause the Member to disconnect the Installation to affect repairs on the PHEC Distribution System.

- 7. Net Billing** – **The Billing for a Member under this contract shall reflect the difference between the amount billed under the rate schedule in the Tariffs applicable to the member and the rate paid by PHEC to the Member for energy produced by the installation.**
- 8. Purchase of Energy by PHEC from the Installation** – Excess energy produced by the Installation may be purchased by PHEC at the current PHEC renewable energy rate.
- 9. Current Rate** – At the time of the execution of this contract the current rate PHEC is currently paying for excess energy produced by an Installation is _____. Said rate is subject to change in accordance with item 8 above.
- 10. Effective Term and Termination Rights** – This Contract becomes effective when executed by both parties and shall continue in effect until terminated. This Contract may be terminated as follows: (a) The Member may terminate this Contract at any time by giving PHEC at least sixty (60) days prior written notice; (b) PHEC may terminate upon failure by the Member to generate energy from the Installation within six (6) months after completion of the interconnection; (c) PHEC may terminate by giving the member at least sixty (60) days prior notice in the event that there is a material change in an applicable law or any requirement of PHEC's wholesale electric suppliers or of any transmission utility, independent system operator, or regional transmission organization having responsibility for the operation of any part of PHEC.

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed by their respective duly authorized representatives.

Panola-Harrison Electric Cooperative

Member Name

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____