



**STANDARD INTERCONNECTION AGREEMENT FOR
BRUNSWICK ELECTRIC MEMBERSHIP
CORPORATION**

This STANDARD INTERCONNECTION AGREEMENT, (the "Agreement"), is entered into as of _____, 20____, (the "Effective Date"), by and between _____, hereinafter called "Owner/Operator", and Brunswick Electric Membership Corporation, hereinafter called "BEMC". Owner/Operator and BEMC are hereinafter collectively referred to as the "Parties" or "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 BEMC and Owner/Operator agree that Owner/Operator's generation system and equipment, hereinafter the "Generator", and located at or near _____, _____, _____ may be interconnected to BEMC's electric power distribution system, hereinafter the "System". This Agreement does not authorize Owner/Operator to export power or constitute an agreement to purchase or wheel Owner/Operator's power. Other services that Owner/Operator may require from BEMC shall be covered under separate agreements.

(b) BEMC will supply the electrical requirements of Owner/Operator that are not supplied by Owner/Operator's Generator. Such electric service shall be supplied to Owner/Operator under BEMC's rates schedules, and services regulations applicable to Owner/Operator's class of service.

(c) If the capacity of the Generator is greater than or equal to 10kW and less than 500kW, the energy output from the Generator will be credited at BEMC's Rate 25, "Eligible Qualifying Facility Rider EQF" against the Owner/Operator's power invoice. Should the credit exceed what would otherwise be the invoice amount, such amounts will be payable to the Owner/Operator within twenty-five (25) days of the date of the scheduled meter reading.

(d) If the capacity of the Generator is 500kW or above, the Owner/Operator assumes all responsibilities related to billing for any energy output to BEMC's wholesale power provider, and there will be no netting of such billings against the Owner/Operator's charges for electric service under Section 1(b), above.

PLEASE INDICATE WHETHER PARAGRAPH 1(c) or 1(d) applies to this Agreement:

- 1(c) Owner/Operator initial here: _____ BEMC initial here: _____
- 1(d) Owner/Operator initial here: _____ BEMC initial here: _____

2. STUDIES/COOPERATION: Interconnection with BEMC's system is conditioned upon completion of all required engineering and transmission studies and processes necessary and advisable in the course of determining the impact of the Generator on the systems of BEMC and its transmission provider (the "Studies"). Owner/Operator agrees to provide full and complete cooperation with BEMC, its wholesale power provider, if applicable, and the transmission provider, to facilitate the Studies. Compliance with the Studies is the responsibility of the Owner/Operator throughout the term of this Agreement.

3. INTERCONNECTION:

(a) Owner/Operator will, at its own cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for, its Generator and Interconnection Facilities, unless otherwise specified herein. Owner/Operator shall conduct operations of its Generator and Interconnection Facilities in compliance with all aspects of the Rules (as defined herein) and in accordance with governmental and industry standards for prudent engineering practices, including, but not limited to, standards referenced in Appendix A. Owner/Operator shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules and environmental restrictions applicable to the design, installation, operation or maintenance of its Generator and Interconnection Facilities. BEMC will notify Owner/Operator if there is evidence that the Generator's or Interconnection Facilities' operation causes disruption or deterioration of service to other customers served from the System or if the Generator's or Interconnection Facilities' operation causes damage to the System. Even if Owner/Operator's operation and maintenance of the Generator is in accordance with the standard outlined above, Owner/Operator shall reasonably cooperate with BEMC to resolve issues covered in such notification of disruption, deterioration, or damage. Owner/Operator will notify BEMC of any emergency or hazardous condition or occurrence with the Generator or Interconnection Facilities that could interfere with safe operation of the System.

(b) The nameplate output of the Generator is ____ kW in the form of _____ phase, wires, alternating current of 60 hertz frequency and at _____ volts.

(c) The "Point of Interconnection" between Owner/Operator and BEMC hereunder will be the point where the electric energy first leaves the wires or facilities owned by BEMC and enter the wires or facilities provided by Owner/Operator. The Parties agree to interconnect the Generator at the Point of Interconnection in accordance with BEMC's rules, regulations, by-laws, rates, and tariffs (the "Rules"), which are incorporated herein by reference. The interconnection equipment installed by the Owner/Operator ("Interconnection Facilities") shall be in accordance with the Rules as well.

(d) Owner/Operator shall not interconnect Owner/Operator's Generator with the System nor commence parallel operation of Owner/Operator's Generator until both Parties have accepted this Agreement and the requirements for interconnection stated in this Agreement have been met. BEMC shall have the right and opportunity to have representatives present at the initial testing of Owner/Operator's protective apparatus. Owner/Operator shall notify BEMC five (5) business days prior to the initial testing. In the event Owner/Operator has interconnected Owner/Operator's Generator without BEMC's acceptance of this Agreement or the Generator has not met the requirements of this Agreement, BEMC shall have the right to immediately isolate Owner/Operator's premises and/or Generator from BEMC's System until BEMC's acceptance is granted and the requirements of the Agreement have been met.

(e) Owner/Operator shall not make any changes to the Generator output capacity and/or modification to the protection system required to meet the requirements of the Agreement (such as the various engineering standards cited herein) without notice to and written acceptance from BEMC before making the changes to the Generator.

(f) Isolation Device: Owner/Operator shall install a manual load-break disconnect switch with a clear visible indication of switch position between BEMC's electric system and Owner/Operator's Generator. The Isolation Device shall be installed and maintained as specified in the applicable

engineering standards. The Owner/Operator shall adhere to any disconnect order or actual disconnect and shall not attempt to re-engage without obtaining BEMC's authorized consent.

(g) **Warning Label:** Owner/Operator will install and maintain a permanent warning label in a conspicuous place in close proximity to the electric meter or on the meter base to notify BEMC personnel that there is a generator 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 BEMC personnel to read the electric meter. Owner/Operator shall also place a warning label on the Isolation Device. BEMC will provide the warning labels to Owner/Operator. The warning labels must be in place before the Generator can be interconnected with BEMC's System.

4. INTERCONNECTION COST: The cost to Owner/Operator for all BEMC owned and maintained facilities constructed and/or installed by BEMC to accommodate the interconnection and safe operation of Owner/Operator's Generator in parallel with BEMC's System shall be determined in accordance with BEMC's applicable Service Regulations. To the extent not specifically addressed in BEMC's Service Regulations, any charges or costs necessary for required upgrades to BEMC's distribution system identified in the Studies or otherwise necessary to accept the Generator's production shall, until sixty (60) days following electrical interconnection, be the financial responsibility of the Owner/Operator, and may be charged separately if and as incurred, and shall be payable within thirty (30) days of billing. For clarity, Parties agree that interconnection costs are reasonably estimated at \$ _____ as specified in the Impact Study dated _____ .

5. METERING: BEMC, or if applicable, its wholesale power provider, shall purchase, own, install and maintain such metering equipment as may be necessary to meter the electrical output of the Facilities. All costs associated therewith shall be borne by the Owner/Operator. Metering shall meet accuracy standards required for equivalent electrical services and can be done with standard meters or any devices that meet data collection and accuracy requirements. Telemetry may be required by BEMC or other entities to monitor real-time output and other functions for generators that are operated remotely. In such instances, telemetry data shall be available to BEMC.

6. RIGHT OF ACCESS AND EQUIPMENT TESTING AND INSTALLATION:

(a) **Access To Premises:** The authorized agents of BEMC shall have the right of ingress and egress to the premises of Owner/Operator at all reasonable hours, over the same general route as Owner/Operator utilizes, for the purpose of reading meters, inspecting BEMC's wiring and apparatus, changing, exchanging, or repairing BEMC property on the premises of Owner/Operator, to remove such property at the time of or at any time after the suspension of interconnection of the Generator or termination of this Agreement, or for any other reasonable purpose in connection with the interconnection described in this Agreement, the Rules, or to provide service to its customer/members. BEMC shall have access to Owner/Operator's Isolation Device at all times.

(b) Owner/Operator shall identify an individual (by name or title) who will perform as "Operator in Charge" of the Generator and the Owner/Operator portion of the Interconnection Facilities. This individual must be familiar with this Agreement as well as provisions of the Rules and any other agreements, laws or regulations that may apply.

(c) BEMC's obligation to provide the interconnection as covered in this Agreement on the agreed upon Effective Date is contingent upon BEMC receiving the rights-of-way and receiving the

necessary equipment in sufficient time to install it on or before that date.

(d) The Owner/Operator shall provide to BEMC all records of testing. Testing of protection systems for intermediate and large units shall be limited to records of compliance with standard acceptance procedures and by industry standards and practices. These records shall include testing at the start of commercial operation and periodic testing thereafter. Factory testing of pre-packaged Interconnection Facilities and the protective systems of small units shall be acceptable. In the case of a factory test, the Owner/Operator needs to provide a written description and certification by the factory of the test, the test results, and the qualification of any independent testing laboratory. In addition, the settings of the equipment being installed are to be approved by BEMC prior to operation.

7. MAINTENANCE OF INTERCONNECTION FACILITIES: Maintenance of the Generator and Interconnection Facilities shall be performed in accordance with the applicable manufacturers' recommended maintenance schedule. Owner/Operator agrees to cause its Generator and Interconnection Facilities to be constructed in accordance with the Rules and specifications equal to or better than those provided by the National Electrical Safety Code and the National Electrical Code, both codes approved by the American National Standards Institute, in effect at the time of construction, and thereafter, the Owner/Operator further agrees to cause its Generator and Interconnection Facilities to comply with the appropriate Institute of Electrical and Electronics Engineers (IEEE) Standards. Owner/Operator covenants and agrees to cause the design, installation, maintenance, and operation of, its Generator and Interconnection Facilities so as to reasonably minimize the likelihood of a malfunction or other disturbance, damaging or otherwise affecting or impairing the System. BEMC reserves the right to disconnect any generation equipment if it discovers that the equipment is not operating and/or maintained properly.

8. TEMPORARY ISOLATION OF GENERATOR: BEMC may isolate Owner/Operator's premises and/or Generator from BEMC's system when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of BEMC's equipment or part of BEMC's system or necessary to ensure compliance with prudent electrical practices or if BEMC determines that isolation of Owner/Operator's premises and/or Generator from BEMC's system is necessary because of emergencies, forced outages Force Majeure or compliance with prudent electrical practices, BEMC will make best efforts not to isolate the Generator during On-Peak hours, with the intention of reducing any financial impact. The Generator protective devices must detect power outages and disconnect itself from the distribution system automatically during an outage so as not to cause islanding. Such protective devices must be such that they communicate with or otherwise coordinate with BEMC's protective devices, and the Owner/Operator shall notify BEMC of any proposed changes in settings. The generator protective equipment shall allow for BEMC personnel to install grounds on the line during emergencies and power outages. Whenever feasible, BEMC shall give Owner/Operator reasonable notice of the possible isolation of Owner/Operator's premises and/or Generator from BEMC's System. Notwithstanding any other provision of this Agreement, if at any time BEMC determines that the Generator may endanger BEMC's personnel or other persons or property, or the continued operation of Owner/Operator's Generator may endanger the integrity or safety of BEMC's System, BEMC shall have the right to isolate Owner/Operator's premises and/or Generator from the System until such danger is resolved to the satisfaction of BEMC. BEMC shall expend reasonable effort to reconnect the Owner/Operator's premises

and/or Generator with BEMC's System in a timely manner. In any case, temporary isolation of the generator shall not exceed five (5) days per calendar year. Owner/Operator may disconnect the Generator, provided that it notifies BEMC of its intent to disconnect by written notice delivered not less than thirty (30) days prior to such disconnection. It is agreed that BEMC 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 Owner/Operator's premises and/or Generator from BEMC's System per this Agreement.

9. PERMITS AND APPROVALS: Owner/Operator shall obtain all environmental and other permits required by governmental authorities prior to construction, installation, and interconnection of the Generator. Owner/Operator shall also maintain these applicable permits and compliance with these permits during the term of this Agreement.

10. INDEMNITY AND LIABILITY:

(a) **Limitation of Liability.** Notwithstanding any other provision in this Agreement, with respect to BEMC's provision of electric service to Owner/Operator and the services provided by BEMC pursuant to this Agreement, BEMC's liability to Owner/Operator shall be limited as set forth in BEMC's tariffs and terms and conditions for electric service, which are incorporated herein by reference. 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 of any kind.

(b) **Owner/Operator Indemnification.** Owner/Operator assumes responsibility for and shall indemnify, defend, and save BEMC harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to Owner/Operator or Owner/Operator's employees on account of defective construction, wiring, or equipment, or improper or careless use of electricity, on Owner/Operator's side of the Point of Interconnection, or from Owner/Operator's, or any of its agents', employees' or subcontractors' (other than BEMC or any of its Subcontractors)) (i) negligent or wrongful misconduct, or (ii) use or occupation of the Site, including, without limitation, demands, claims, suits, or actions of any character presented or brought for any injuries (including death) to persons and for damages to property caused by or arising out of or in connection to actions under the terms of the Agreement, or any willful misconduct or negligent (including strict liability), wanton or intentional act or omission of Owner/Operator, any of its subcontractors (other than BEMC or any of its Subcontractors), anyone directly or indirectly employed by any of them or anyone for whose acts any one of them may be liable, when such acts or omissions are in any way associated or connected with obligations under the Agreement in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent, or contributory negligence of any person.

(c) **BEMC Indemnification.** BEMC assumes responsibility for and shall indemnify, defend, and save Owner/Operator harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to BEMC or BEMC's employees on account of defective construction, wiring, or equipment, or

improper or careless use of electricity, on BEMC's side of the Point of Interconnection, or from BEMC's, or any of its agents', employees' or subcontractors' (other than Owner/Operator or any of its Subcontractors) (i) negligent or wrongful misconduct, or (ii) use or occupation of the Site, including, without limitation, demands, claims, suits, or actions of any character presented or brought for any injuries (including death) to persons and for damages to property caused by or arising out of or in connection to actions under the terms of the Agreement, or any willful misconduct or negligent (including strict liability), wanton or intentional act or omission of BEMC, any of its subcontractors (other than Owner/Operator or any of its Subcontractors), anyone directly or indirectly employed by any of them or anyone for whose acts any one of them may be liable, when such acts or omissions are in any way associated or connected with obligations under the Agreement in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent, or contributory negligence of any person.

(d) The provisions of Sections 10(a) and (b) 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.

(e) If Owner/Operator at any time fails to comply with the insurance provisions of this Agreement, Owner/Operator shall, at its own cost, defend, save harmless and indemnify BEMC, 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 BEMC, its contractors, its customers, and/or the public to the extent that BEMC would have been protected had Owner/Operator complied with all such insurance provisions. The inclusion of this Section 10(e) is not intended to create any express or implied right in Owner/Operator to elect not to provide any such required insurance.

(f) Owner/Operator shall be responsible for installing and maintaining devices adequate to protect against damages caused by irregularities or outages on BEMC's system, regardless of the cause or fault, including devices to protect against voltage fluctuations and single phasing.

(g) BEMC and Owner/Operator 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. BEMC does not assume any duty of inspecting the Owner/Operator's lines, wires, switches, or other equipment or property and Owner/Operator assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.

11. INSURANCE:

(a) Owner/Operator shall obtain and retain, for as long as its Generator is interconnected with BEMC's System, liability insurance which protects Owner/Operator from claims for bodily injury and/or property damage. Minimum coverage shall be comprehensive general liability insurance with coverage of at least \$1,000,000 per occurrence. Prior to interconnection of the Generator with BEMC's System, Owner/Operator shall furnish a properly executed Certificate of Insurance to BEMC clearly evidencing the required coverage and any exclusions applicable to such coverage. BEMC shall be named as an "additional insured" entity on the Owner/Operator's policy. The Owner/Operator shall submit the Certificate of Insurance annually to BEMC (as soon as possible

after receipt and on the anniversary thereof in subsequent years) or sooner if there is a change in insurance coverage. The certificate shall provide that the insurance coverage shall not be canceled or modified unless and until BEMC receives at least thirty (30) days prior written notice.

Owner/Operator shall further replace such certificates for policies expiring during the period its Generator is interconnected with BEMC's System. BEMC has the right to refuse to establish or continue the interconnection of Owner/Operator's generation facility to BEMC's System if such insurance is not in effect.

(b) Insurance on the premises where the Owner/Operator's Generator is located shall, by endorsement to the policy or policies, provide for thirty (30) days of written notice to BEMC prior to cancellation, termination, alteration, or material change of such insurance.

(c) BEMC is authorized to communicate directly with the Owner/Operator's insurance company or its agent.

12. FORCE MAJEURE: For the purposes of this Interconnection Agreement, a Force Majeure event is any event: (a) that is beyond the reasonable control of the affected party; and (b) that the affected party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, terrorism, riot, public disorder, rebellion or insurrection; floods, hurricanes, earthquakes, lightning, storms or other natural calamities; explosions or fires; strikes, work stoppages or labor disputes; embargoes; and sabotage. If a Force Majeure event prevents a party from fulfilling any obligations under this agreement, such party will promptly notify the other party in writing and will keep the other party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected party is taking to mitigate the effect of the event on its performance. The affected party will be entitled to suspend or modify its performance of obligations under this Agreement but will use reasonable efforts to resume its performance as soon as possible. A Force Majeure event does not include an act of negligence or intentional wrongdoing. For clarity, for Generators with a capacity of less than 500 kW, should a Force Majeure event occur under the Power Purchase Agreement, the definition in the Power Purchase Agreement shall control, and for Generators with a capacity of 500 kW or above, the definition in the Interconnection Agreement shall control.

13. NON-WARRANTY: BEMC's approvals given pursuant to this Agreement or actions taken hereunder shall not be construed as any warranty or representation to Owner/Operator or any third party regarding the safety, durability, reliability, performance or fitness of Owner/Operator's generation and service facilities, its control or protective devices or the design, construction, installation, or operation thereof.

14. EFFECTIVE TERM, SUSPENSION AND TERMINATION RIGHTS: This Agreement becomes effective when executed by both Parties and shall continue in accordance with the term indicated below, unless otherwise terminated, as follows. The Agreement may be terminated in accordance with the following:

(a) If Owner/Operator desires to terminate the Agreement, BEMC will agree to such termination if BEMC is satisfied that Owner/Operator no longer can operate Owner/Operator's Generator in parallel with BEMC's System at the premises and all bills for services previously rendered to Owner/Operator, plus any applicable termination charges, have been paid. BEMC may waive the

termination charges if BEMC has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to BEMC for the interconnection to BEMC for a term not less than the unexpired portion of Owner/Operator's Agreement.

(b) BEMC, in addition to all other legal remedies, may suspend interconnection with Owner/Operator (1) for any Material Default (as defined in Section 14(f) below) of this Agreement by Owner/Operator, (2) for failure to pay any applicable bills when due and payable, and (3) for a condition on Owner/Operator's side of the point of interconnection actually known by BEMC to be, or which BEMC reasonably anticipates may be, dangerous to life or property, (4) if Owner/Operator either fails to energize the Generator within 12 months of the Effective Date of this Agreement or permanently abandons the Generator, or (5) by giving the Owner/Operator 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 Generator unless the Owner/Operator's installation is exempted from the change or the Owner/Operator complies with the change in a timely manner. No such suspension, however, will be made by BEMC without thirty (30) days written notice delivered to Owner/Operator, 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 14.(b)(3) above. Failure to operate the Generator for any consecutive twelve (12) month period after the Effective Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

(c)(1) For Generators with a capacity of less than 500 kW, subject to the termination provisions herein, the initial term of this Agreement shall be as follows, as defined in Rate 25, "Eligible Qualifying Facility Rider EQF" (check and initial the applicable rate):

- _____ Variable Term and Rate
- _____ 5-Year Term and Rate, which ends at midnight on the fifth (5th) anniversary of the date that energy is first delivered to BEMC under this Agreement
- _____ 10-Year Term and Rate, which ends at midnight on the tenth (10th) anniversary of the date that energy is first delivered to BEMC under this Agreement
- _____ 15-Year Term and Rate, which ends at midnight on the fifteenth (15th) anniversary of the date that energy is first delivered to BEMC under this Agreement.

(c)(2) For Generators with a capacity of 500 kW or above, the initial term of this Agreement shall be in accordance with the Standard Contract for Qualifying Facilities and the applicable version of the Tariff Schedule QF of the North Carolina Electric Membership Corporation, BEMC's wholesale power provider.

(d) The parties acknowledge and agree that upon expiration of the Term, an extension of the Term may be negotiated under the "Eligible Qualifying Facility Rider" in place at the time of expiration, with the PPA and Interconnection Agreement under substantially similar terms and conditions.

(e) BEMC may terminate this Agreement by written notice to Owner/Operator (1) if Owner/Operator does not cure any Material Default (as defined in 14(f) below) within thirty (30)

days of receipt of notice of such Default from BEMC; or (2) if such default is curable but reasonably requires more than thirty (30) days and Owner/Operator fails to diligently commence a cure within such thirty (30) day period; or (3) if such failure continues for a period of sixty (60) days from the original written notice from BEMC.

(f) **Material Default.** A breach of this Interconnection Agreement and any existing Power Purchase Agreement is deemed material if any of the following instances occurs and remains uncured:

- 1) **Material Misrepresentation.** If the representations and warranties and other statements made by a Party hereunder misrepresent a material fact as of the Effective Date, and such misrepresentation has a material adverse effect and such effect is not cured within sixty (60) days from the earlier of (i) notice from the non-breaching Party or (ii) the discovery or determination by the breaching Party of the misrepresentation; or
- 2) **Failure to Perform.** If a Party fails to perform fully any material provision of this Interconnection Agreement and any existing Power Purchase Agreement, other than as explicitly set forth in this Article 9 and either (i) such failure continues for a period of sixty (60) days after written notice of such nonperformance or (ii) if the nonperforming Party commences an action to cure such failure to perform within a thirty (30)-day period, and thereafter proceeds with all due diligence to cure such failure, and such failure is not cured within thirty (30) days after the expiration of the initial thirty (30)-day period; or
- 3) A specific, Material Default of the Interconnection Agreement or any existing Power Purchase Agreement terms, which the breaching Party fails to commence to cure and/or resolve within sixty (60) days after receipt of written notice of any deficit or omission on the part of the other Party.

15. GENERAL:

- (a) This Agreement and any other applicable documents are subject to changes or substitutions, either in whole or in part, as may be necessary to conform to applicable law. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.
- (b) **Headings:** The descriptive headings of 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.

16. ENTIRE AGREEMENT: This Agreement, the related executed Power Purchase Agreement (attached, if any), the related executed Renewable Energy Certificate Purchase Agreement (attached, if any) and other documents (attached, if any), and all addendums 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.

17. 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.

18. ASSIGNMENT: This Agreement shall be binding upon the heirs, successors and assigns of Owner/Operator and shall not be assigned without the written consent of BEMC, which shall not be unreasonably withheld. At any time during the term of this Agreement, the Owner/Operator may assign this Agreement to a corporation, an entity with limited liability or an individual (the "Assignee") to whom the Owner/Operator transfers ownership of the Generator; provided that the Owner/Operator obtains the consent of BEMC in advance of the assignment. BEMC's consent will be based on a determination that the Assignee is financially and technically capable to assume ownership and/or operation of the Generator, which will not be unreasonably withheld. BEMC or individual to which this Agreement is assigned will be responsible for the proper operation and maintenance of the Generator, and must agree in writing to be subject to all provisions of this Agreement. BEMC may assign the Agreement to another entity without the approval of the Owner/Operator, provided the assignment is subject to Assignee's obligation to continue to service Owner/Operator's load and to otherwise be responsible for BEMC's obligations under this Agreement.

19. 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.

20. GOVERNING LAW: This Agreement shall be governed under laws of the State of North Carolina.

21. 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.

22. WAIVER: No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed 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.

23. CUSTOMER CERTIFICATION: By signing this Agreement below, Owner/Operator hereby certifies that, to the best of Owner/Operator's knowledge, all of the information provided to BEMC in connection with electric service, interconnection and/or sale pursuant to this Agreement is true and correct, and that Owner/Operator has received and reviewed this Agreement.

24. ACCEPTANCE AND SIGNATURES: Upon the acceptance hereof by BEMC, evidenced by the signature of its authorized representative appearing below, this document shall be an Agreement for the interconnection of Owner/Operator's Generator to BEMC's system.

25. RELATIONSHIP OF THE PARTIES: Nothing contained in the Agreement shall be construed to create an association, joint venture, partnership or any other type of business entity between BEMC and Owner/Operator, and neither Party shall take any action inconsistent with the obligation or commitments of the other hereunder.

26. WAIVER OF JURY TRIAL AND AGREEMENT TO ARBITRATE. To the extent allowed by law, each party waives the right to a jury trial and each party further agrees to submit any dispute and/or controversy to binding arbitration in accordance with the rules for court-ordered arbitration in North Carolina.

Name of Owner/Operator: _____

By: _____
[Signature]

[Print Name]

Title: _____

Date: _____

Accepted:
Brunswick Electric Membership Corporation

By: _____
[Signature]

[Print Name]

Title: _____

Date: _____

Appendix A
List of Applicable Standards

1. IEEE 929 – Recommended Practice for Utility Interface of Photovoltaic (PV) Systems, latest published edition)
2. IEEE 1547 – Standard for Interconnecting Distributed Resources with Electric Power Systems, latest published edition
3. IEEE 1547.1 –2005 Standard Conformance Test Procedures for Interconnection Distributed Energy Resources with Electric Power Systems
4. UL 1741 – Inverters, Converters and Controllers for use in Independent Power Systems, latest published edition
5. NFPA 70 – National Electrical Code, latest published edition