

## TAB A



**Hampton District**  
1231 Charleston Hwy  
Hampton, SC 29924  
803-943-2211  
FAX #803-943-4185

**Hilton Head District**  
111 Mathews Drive  
Hilton Head, SC 29926  
843-681-5551  
FAX #843-681-2855

**New River District**  
1 Cooperative Way  
Hardeeville, SC 29927  
843-208-5551  
FAX #843-208-5583

**Ridgeland District**  
4063 Grays Hwy.  
Ridgeland, SC 29936  
843-726-5551  
FAX #843-726-5632

## CONNECT SERVICE ORDER

**THIS FORM MUST BE COMPLETED IN FULL. PLEASE PRINT.  
METERS ARE READ OR CONNECTED AS SOON AS POSSIBLE.**

Today's Date: \_\_\_\_\_ Date Service to Begin: \_\_\_\_\_ Deposit Amount: \_\_\_\_\_

Service Location: \_\_\_\_\_ Lot #: \_\_\_\_\_

Is the location a: ☐ Home ☐ Condo ☐ Apt. ☐ Mobile Home ☐ RV Park Lot ☐ Temp. Service ☐ Water Pump ☐ Shed

Apartment or Villa Complex Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Spouse: \_\_\_\_\_

Do you want a joint membership with your spouse: ☐ Yes ☐ No E-mail Address: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Spouse's SS #: \_\_\_\_\_

Home Phone # \_\_\_\_\_ Work # \_\_\_\_\_ Mobile # \_\_\_\_\_ Fax # \_\_\_\_\_

Mailing/Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Nearest Relative: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Have you ever received service from P.E.C.? ☐ Yes ☐ No If Yes, what location: \_\_\_\_\_

What dates? \_\_\_\_\_ Has your name changed due to marriage, divorce, etc.? ☐ Yes ☐ No

If yes, previous name(s): \_\_\_\_\_

### PLEASE FILL IN THE BLANKS THAT REPRESENT YOUR SERVICE LOCATION:

**If Purchased:** Builder: \_\_\_\_\_ Attorney: \_\_\_\_\_ Closing Date: \_\_\_\_\_

Purchased From: \_\_\_\_\_ Real Estate Co: \_\_\_\_\_ Agent: \_\_\_\_\_  
(Need Full Name)

**If Renting:** Homeowner's Name: \_\_\_\_\_ Rental Agency: \_\_\_\_\_  
Rental Agent: \_\_\_\_\_

**I CERTIFY THE ABOVE INFORMATION TO BE CORRECT TO THE BEST OF MY KNOWLEDGE.**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## TAB B



**Hampton District**  
1231 Charleston Hwy  
P O Box 548  
Hampton, SC 29924  
803-943-2211  
FAX #803-943-4185

**Hilton Head District**  
111 Mathews Drive  
P O Box 23619  
Hilton Head, SC 29926  
843-681-5551  
FAX#843-681-2855

**New River District**  
One Cooperative Way  
Hardeeville, SC 29927  
843-208-5551  
FAX#843-208-5583

**Ridgeland District**  
4063 Grays Hwy.  
P O Box 820  
Ridgeland, SC 29936  
843-726-5551  
FAX#843-726-5632

## COMMERCIAL APPLICATION

**FORMS MUST BE COMPLETED IN FULL (Please Print) . METERS ARE READ OR CONNECTED AS SOON AS POSSIBLE.**

Today's Date: \_\_\_\_\_ Date Service to Begin: \_\_\_\_\_

Service Location: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Square Footage \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cellular # \_\_\_\_\_

I would like all bills and correspondence in the name of:

Business Name: \_\_\_\_\_

List the name of owner or owners: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Address for Monthly Billing: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Is this Business a Sole Proprietorship? Yes [ ☐ ] No [ ☐ ]

Is this Business a Joint Ownership? Yes [ ☐ ] No [ ☐ ]

Have we ever served this Business before? Yes [ ☐ ] No [ ☐ ]

If yes what location: \_\_\_\_\_

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Position with Company: \_\_\_\_\_

TAB C



**Hampton District**  
1231 Charleston Hwy  
Hampton, SC 29924  
803-943-2211  
FAX #803-943-4185

**Hilton Head District**  
111 Mathews Drive  
Hilton Head, SC 29926  
843-681-5551  
FAX #843-681-2855

**New River District**  
1 Cooperative Way  
Hardeeville, SC 29927  
843-208-5551  
FAX #843-208-5583

**Ridgeland District**  
4063 Grays Hwy.  
Ridgeland, SC 29936  
843-726-5551  
FAX #843-726-5632

## **DISCONNECT SERVICE ORDER**

**FORM MUST BE COMPLETED IN FULL (Please Print). METERS ARE READ OR DISCONNECTED AS SOON AS POSSIBLE.**

Today's Date: \_\_\_\_\_ Disconnect Date: \_\_\_\_\_  
Service Location: \_\_\_\_\_ Account #: \_\_\_\_\_

**MAIL FINAL STATEMENTS TO:**

Name listed on bill: \_\_\_\_\_  
New Phone #: \_\_\_\_\_ Old Phone #: \_\_\_\_\_  
Forwarding Address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

**PLEASE NOTE:**

If you are leaving Palmetto Electric's service area, Palmetto Electric will automatically apply your Consumer Deposit and Membership Fee to your FINAL BILL and mail the balance.

If you are Transferring Service to a new location in our service area a **Connect Service Order** must be completed. If you are disconnecting your old location a **Disconnect Service Order** should also be completed. Your deposit can be transferred to the new location if a disconnect service order is completed at the same time.

**I CERTIFY THE ABOVE INFORMATION TO BE CORRECT TO THE BEST OF MY KNOWLEDGE.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TAB D**

**SURETY BOND**

**IN FAVOR OF**

**PALMETTO ELECTRIC COOPERATIVE, INC.**

THIS SURETY BOND is given by \_\_\_\_\_, as Principal, \_\_\_\_\_,  
\_\_\_\_\_  
DBA \_\_\_\_\_  
and, \_\_\_\_\_ as Surety, a \_\_\_\_\_ corporation having a currently  
effective certificate of authority to transact a surety business in the State of South Carolina.

**BACKGROUND**

The Principal is in need of and has made application to Palmetto Electric Cooperative, Inc., (PEC) for electric utility service. PEC, pursuant to its rules and regulations has required the Principal, as security for the payment of electric utility charges, to deposit in cash an amount fixed by PEC or, in lieu thereof, to post a suitable surety bond in PEC's favor in a like amount. The Principal has elected to furnish, in lieu of a cash deposit, this bond in the amount stated herein.

NOW, THEREFORE, the Principal and the Surety jointly and severally bind themselves, their successors, assigns, and legal representatives to PEC in the sum of -  
\_\_\_\_\_ (\$ \_\_\_\_\_).

This bond is subject to the following provisions:

1. If the Principal shall promptly pay all indebtedness incurred as a result of electric utility service provided by PEC at any time from the commencement of such service until such service is terminated and such termination request be made in writing to PEC by certified and registered mail delivered to the PEC's VP of Customer Service, 1 Cooperative Way, Hardeeville, SC 29927-5145, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. The liability of the Surety under this bond for all defaults and obligations including, but not limited to, any debts owed by Principal to PEC at the time of Principal's filing of any petition in any Bankruptcy Court, shall not exceed the total of the sum of the bond hereinabove set out plus any costs and expenses incurred by PEC in enforcing its rights under this Surety Bond.
3. If the Principal has incurred indebtedness to PEC for electric utility service provided prior to the date of the execution of this bond, the liability of the Surety under this bond for all defaults and obligations of the Principal shall be retroactive to the date of commencement of such service.
4. In all cases, it shall be the duty of the Principal to give fifteen (15) days' written notice of termination of electric service, and any such request for termination of electric service shall be in writing and delivered to delivered to Palmetto Electric Cooperative, Inc., C/O the VP of Customer Service, 1 Cooperative Way, Hardeeville, SC 29927-5145, by certified and registered mail. Additionally, a copy of the request shall be faxed to (843) 208-5583, C/O the VP of Customer Service. It is expressly understood and agreed by all parties that both the Principal and Surety shall remain liable for any electrical service provided and any and all payments for bills representing such electrical usage until the above stated requirements have been satisfied.

5. In addition to all other amounts payable hereunder, the Surety shall pay all costs and expenses including attorneys' fees incurred by PEC in enforcing its rights under this Surety Bond, including those costs, expenses, and attorneys' fees incurred by PEC in any appellate proceedings.

6. The liability of the Surety under this bond shall not be discharged or affected by an extension of time granted to the Principal for the satisfaction of any indebtedness incurred as a result of electric utility service provided by PEC.

7. The Surety reserves the right to cancel the bond by giving thirty (30) day's notice in writing to PEC. The notice of cancellation shall be deemed to be effective only when received by PEC and delivered by registered and certified mail. The effective date of the cancellation notice will be 30 days from the time the return receipt has been signed by a PEC representative. The Surety herein agrees to pay, within ten (10) days after written demand for payment by PEC, the full amount of any such bills not paid by said Principal within fifteen (15) days from the date of said bills or, the effective date of the cancellation, whichever comes first. Upon receipt of the cancellation notice the Surety is discharged and released of any further liability, it being understood and agreed, however, that the Principal and Surety will be liable for any loss accruing up to the effective date of the cancellation notice, in no event, however, in excess of the sum of this bond.

8. The cancellation notice shall be deemed to have been duly given if faxed to 843 208-5583, C/O the VP of Customer Service, and delivered by registered and certified mail addressed to:

Palmetto Electric Cooperative, Inc.  
C/O VP of Customer Service  
1 Cooperative Way  
Hardeeville, SC 29927-5145

9. The term of this bond will be from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continuous until canceled under the provisions of paragraph (7) above.

10. A certified copy of the bond is required with this completed paperwork.

IN WITNESS WHEREOF, we the Principal and Surety have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For the property named: \_\_\_\_\_

At the following address: \_\_\_\_\_

\_\_\_\_\_

PRINCIPAL: \_\_\_\_\_  
Signature

WITNESS: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

SURETY: \_\_\_\_\_  
Signature

WITNESS: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**TAB E**

**MEMBER SEP. #:**

**PALMETTO ELECTRIC COOPERATIVE, INC.  
AGREEMENT FOR ELECTRIC SERVICE (LARGE LOAD)**

This **AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between **PALMETTO ELECTRIC COOPERATIVE, INC.** (hereinafter called the "**Seller**"), and \_\_\_\_\_ (hereinafter called the "**Consumer**"). The **Seller** shall make available, sell and deliver to the **Consumer**, and the **Consumer** shall purchase all of the electric power and energy up to \_\_\_\_\_ Kilowatts at the following location \_\_\_\_\_, upon the following terms:

**1. SERVICE CHARACTERISTICS**

a. Service hereunder shall be alternating current, \_\_\_\_\_ phase, \_\_\_\_\_ wire, and sixty hertz at nominal standard\_\_ volts.

The **Seller** shall install or cause to be installed and prepare the facilities for the permanent service to be made available hereunder as soon as possible, but not later than \_\_\_\_\_ .

According to the foregoing description of the capacity of service, it is hereby understood and agreed that the transformer to be installed by the **Seller** shall be rated at not less than \_\_\_\_\_ kVA base rating.

b. The **Consumer** shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of purchased power and shall not sell electric power and energy purchased hereunder.

c. Power shall be used by the **Consumer** in such manner as will not cause objectionable voltage fluctuations or other electrical disturbances on the **Seller's** system. The **Seller** may require the **Consumer**, at the **Consumer's** expense, to install such corrective measures as will reasonably limit such fluctuations and disturbances. The **Consumer** shall at all times take and use power in such manner that the load at the point of delivery shall not cause an imbalance

between phases of more than ten (10%) percent, the **Seller** reserves the right to require the **Consumer**, at the **Consumer's** expense, to make the necessary changes to correct such condition. In addition to any other remedies, the **Seller** may have hereunder, if the **Consumer** does not make such changes, the **Seller** may, in its determination of Billing Demand, assume that the load on each phase is equal to the greatest load on any phase.

The direction of phase rotation and the continuity of all three phase voltages and currents are guarded with care by the **Seller**, but the **Seller** cannot guarantee that an accidental or temporary change of phase shall not occur; therefore, the **Consumer** shall insure motors or other apparatus requiring unchanged phase rotation and continuity of three phase supply shall be equipped with suitable protection against such reversal or phase failure. The **Consumer** shall provide all motors with devices that will protect the motor against overload or short circuit. All three phase motors shall have overload devices on all three phases and/or internal thermal protection for the motor. Additionally, all three phase motors shall have under voltage relays connected to each phase for protection of the motor.

## **2. PAYMENT**

a. The **Consumer** shall pay the **Seller** for service hereunder at the rates and upon the terms and conditions set forth in Schedule LPS-1, attached to and made a part of this Agreement. If required, the monthly contract minimum demand will be N/A kW, or as determined by the rate. Notwithstanding any provision of the schedule and irrespective of **Consumer's** requirements for, or use of, electric power and energy, the **Consumer** shall pay to the **Seller** the greater of the installed transformer capacity minimum or the contract minimum, which is  
\$\_\_\_\_\_ per month.

In addition, the **Consumer** will pay the amount of any sales, use, franchise or utility taxes or charges now or hereafter applicable to or arising out of the service rendered or made available hereunder.

b. If it is determined that a contribution in "aid-of-construction" is required, the **Consumer** shall pay to the **Seller** the sum of \$\_\_\_\_\_ as an "aid-of-construction" on account of the cost of facilities required to make service available to the **Consumer**. This contribution is



required before commencement of construction of such facilities. No refund shall be made to the **Consumer** of any portion of the contribution in “aid-of-construction”.

c. The initial billing period shall start when **Consumer** begins using electric power and energy or 60 days after the **Seller** notifies the **Consumer** in writing that service is available hereunder, whichever should occur first.

d. Bills due hereunder shall be paid at the office of the **Seller** in **Ridgeland**, State of **S.C.** If the **Consumer** shall fail to make any such payment within fifteen (15) days after such payment is due, the **Seller** may discontinue service to the **Consumer** in accordance to the policy provisions of the **Seller**.

e. The **Consumer** agrees that if, at any time, the rate under which the **Seller** purchases electric service at wholesale is modified, the **Seller** may make a corresponding modification in the rate for service hereunder.

### **3. MEMBERSHIP**

a. The **Consumer** shall become a member of the **Seller**, shall pay the membership fee, any deposit or other security required by the **Seller**, and be bound by such rules and regulations as may from time to time be adopted by the **Seller**.

b. The parties acknowledge that, while the **Seller** is required by statute and by its bylaws to operate as a non-profit corporation, the **Seller** is required by statute and by its first mortgage to set rates and charges sufficient not only to cover operating costs and expenses and interest and amortization of outstanding obligations, but also to establish reasonable capital reserves; and that the rates and charges provided for herein have accordingly been established to the end that the **Consumer** will furnish an appropriate and equitable amount of such capital reserves; and that the rates and charges provided for herein have accordingly been established to the end that the **Consumer** will furnish an appropriate and equitable amount of such capital reserve in addition to making payment for the actual cost of service rendered hereunder and for an appropriate share of the outstanding obligations of the **Seller**. Due to the amount and character of the electric power and energy to be supplied hereunder, it is understood and agreed that, unless the **Seller** be prevented from so doing by any law or regulation or any authority or agency having jurisdiction

in the premises, the Seller at the end of each fiscal year will assign to the **Consumer** its share of capital, if any. The **Seller** will, within a reasonable time after the close of the fiscal year, notify the **Consumer** of the amount of capital assigned.

#### 4. CONTINUITY OF SERVICE

Notwithstanding anything herein to the contrary, the **Seller** shall not be liable for damages to the **Consumer** occasioned by reductions, curtailments or interruptions of service or for failure to commence delivery as a result of "force majeure". In the event that the **Seller** shall be rendered unable, wholly or in part, by force majeure to carry out its obligations hereunder, this Agreement shall not be terminated, but the obligations of the **Seller**, so far, but only so far, as they are affected by such majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and the **Seller** shall remedy such inability with all reasonable dispatch.

The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, civil disturbances, explosions, breakdown or failure of machinery, equipment or facilities, actions or orders of any governmental authority or court having jurisdiction in the premises and any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the **Seller** and which by the exercise of reasonable diligence, the **Seller** is unable to prevent or overcome; such term likewise includes: (a) in those instances where the **Seller** or the **Seller's** wholesale supplier is required to obtain rights, easements or permits to enable the **Seller** to fulfill its obligations, the inability of the **Seller** or the **Seller** wholesale supplier to acquire, or the delays on the part of the **Seller** or the **Seller's** wholesale supplier in acquiring, at reasonable cost and after the exercise of reasonable diligence, such rights, easements or permits; (b) in those instances where the **Seller** or the **Seller's** wholesale supplier is required to obtain materials and supplies for the purpose of constructing or maintaining facilities to enable the **Seller** to fulfill its obligations, the inability of the **Seller** or the **Seller's** wholesale supplier to acquire, or the delays on the part of the **Seller** or the **Seller's** wholesale supplier in acquiring, at reasonable cost and after the exercise of reason-

able diligence, such materials and supplies; and those instances where construction, change-over, inspection, repair or maintenance of the electrical facilities of the **Seller** or the facilities of the **Seller** or the facilities of any other electrical supplier from or through which the **Seller** acquires any power to be furnished to the **Consumer** hereunder are necessary in the judgment of the party so performing the work. The settlement of strikes or labor disturbances involving the **Seller** or the **Seller's** wholesale supplier shall be entirely within the discretion of the **Seller** or the **Seller's** wholesale supplier and any requirement that force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or labor disturbances by acceding to the demands of the opposing party or parties when such course is inadvisable in the discretion of the **Seller** or the **Seller's** wholesale supplier.

#### **5. VOLUNTARY LOAD MANAGEMENT, SCHEDULE LPS-2 - CONSUMER ACKNOWLEDGEMENT**

If the **Consumer** participates in the voluntary load management activities offered by **Seller** and **Seller's** wholesale power supplier, Central Electric Power Cooperative, Inc. ("Central"), **Consumer** acknowledges and agrees to the terms and conditions of **Seller's** voluntary load management program as set forth in this Section and the attached Rate Schedule LPS-II.

**Seller** may employ, from time to time, load management measures for its own benefit and for the benefit of the electric cooperatives (or groups of electric cooperatives) served by Central. As a Member of **Seller**, **Consumer** may enjoy the benefits, if any, of voluntary load management activities; but **Consumer** acknowledges and agrees that **Seller's** (and Central's) load management strategy may not be designed or operated so as to provide specific economic benefits to **Consumer**.

If **Consumer** sees fit to maintain or modify its electrical usage in response to notification (or lack of notification) of load management measure(s), it does so at its own risk and subject to the limitation of liability in this section.

If **Consumer** is using on-site generation to manage load and using system data provided by **Seller** or Central, **Consumer** may voluntarily participate in the load management program only upon the following terms and conditions:

a. **Consumer** agrees to own or lease the generator and provide for the operation and maintenance of the generator. **Consumer** agrees to assume the risk for property damage, personal injury, or economic loss arising from operation or maintenance of the generator. **Consumer** assumes responsibility for insuring that any individual involved with the operation or maintenance of generator and associated equipment is fully aware of and will comply with all NEC, OSHA, DHEC, EPA, national, state and local codes, including but not limited to insuring that the generator cannot be remotely operated during any period of maintenance, inspection, etc. If the **Consumer** syncs or interconnects their generator to **Seller's** grid, **Consumer** shall sign a separate Interconnection Agreement with **Seller**.

b. **Seller** may provide a load management switch that the **Consumer** will install as either an audio/visual notification or direct generator control. The switch will receive a remote signal from Central. The remote signal will indicate when the affected generator should be operated or will cause the generator to operate and produce power or to cease operating, as the case may be. The remote signal is intended to be provided during expected system peak periods. **Consumer** agrees not to take any action which would compromise the remote signal or otherwise operate the generator unless normal power delivery is interrupted.

c. **Consumer** agrees and understands that participation in the program does not indicate or guarantee a particular result including cost savings for electric service.

d. **Consumer** acknowledges that **Seller**, or Central, may discontinue providing load the management switch or signal at any time without notice.

e. **Seller** is not a manufacturer of the switch and does not warrant its operation.

f. **Consumer** is participating in the load management activities in its sole judgment and at its own risk and agrees that neither **Seller** nor Central shall be liable to the **Consumer** for costs or damages of any kind occasioned by providing or not providing a remote signal, whether timely or untimely, or failure of a switch to perform properly.

This Acknowledgement constitutes the complete understanding of the parties with respect to voluntary load management activities and may only be modified in writing with the

acknowledgment of both **Consumer** and **Seller**.

## **6. INDEMNIFICATION**

**Consumer** agrees to and shall defend, indemnify and hold harmless the **Seller**, **Seller's** wholesale power supplier, any affiliated companies, officers, directors, associates, employees, members, from and against all claims, damages, expenses, including reasonable attorney's fees and costs, losses, causes of actions or suits which arise out of or relate to this agreement and are caused solely by the negligent act or omission, willful misconduct, other fault of any nature of the indemnifying **Consumer**, its employees, associated companies, agents, or subcontractors.

## **7. RIGHT OF ACCESS**

Duly authorized representatives of the **Seller** shall be permitted to enter the **Consumer's** premises at all reasonable times in order to carry out the provisions hereof.

## **8. TERM**

This Agreement shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and will be renewed automatically thereafter on an annual basis until terminated by either party giving to the other twelve (12) months' notice in writing. If, however, this Agreement is terminated by the **Consumer** prior to the terms hereof, the **Consumer** shall pay to the **Seller** a termination charge of the monthly contract minimum shown in Section 2 and monthly demand charges, if applicable, for the remaining term of the contract. However, the **Seller** may terminate this Agreement prior to the expiration of the term hereof upon the **Consumer's** failure to make the payments required by Section 2 of this Agreement or upon any other breach of this Agreement by the **Consumer** and the **Consumer** shall pay the **Seller**, in addition to any other amounts which may be due hereunder, monthly demand charges, if applicable, and the contract minimum for the remaining term of the Agreement.

If a contract minimum is required, it shall remain in effect until five (5) years following the start of the initial period until terminated by either party giving to the other twelve (12) months' notice in writing. If, however, this Agreement is terminated by the **Consumer** prior to the terms thereof, the **Consumer** shall pay the **Seller** a termination charge of the monthly contract minimum shown in Section 2 and monthly demand charges, if applicable, for the

remaining term of the contract. However, the **Seller** may terminate this Agreement prior to the expiration of the term hereof upon the **Consumer's** failure to make the payments required by Section 2 of this Agreement or upon any other breach of this Agreement by the **Consumer** and the **Consumer** shall pay the **Seller**, in addition to any other amounts which may be due hereunder, monthly demand charges, if applicable, and the contract minimum for the remaining term of the Agreement. After the contract minimum has been fulfilled, the regular minimum and tariff of the rate schedule and terms of this Agreement will apply.

#### **9. SUCCESSION AND APPROVAL**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

#### **10. GOVERNANCE**

This Agreement shall be governed by the laws of the State of South Carolina.

#### **11. CAPTIONS**

The headings in this Agreement are for the convenience of the parties hereto and shall in no way affect the construction or interpretation of this Agreement or any part hereof.

#### **12. NONWAIVER**

The failure of any party hereto to enforce at any time any of the provisions or terms of this Contract shall not be construed to be a waiver of such provision or term, nor of the right of any party thereafter to enforce such term or provision.

#### **13. ADDRESSES FOR NOTICE**

Any notices required pertaining to this agreement will be delivered to the following address:

**Seller's Address:**

Palmetto Electric Cooperative, Inc.  
P. O. Box 820  
4063 Grays Highway  
Ridgeland, SC 29936-0820

**Consumer's Address:**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement all as of the day and year first above written and by their signatures, they warrant that the individual whose signature appears below has the authority to enter into this Agreement and to bind their respective parties.

**SIGNED, SEALED AND DELIVERED    CONSUMER  
IN THE PRESENCE OF:**

\_\_\_\_\_  
(Witness #1 Signature)

\_\_\_\_\_  
(Consumer's Signature)

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Print Consumer's Name)

\_\_\_\_\_  
(Witness #2 Signature)

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED    SELLER  
IN THE PRESENCE OF:**

\_\_\_\_\_  
(Witness #1 Signature)

\_\_\_\_\_  
(Seller's Signature)

Print Name: \_\_\_\_\_

By: Wilson D. Saleeby  
(Print Seller's Name)

\_\_\_\_\_  
#2 Signature)

Its: V.P., Engineering & Operations (Witness

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

TAB F

Agreement Number:  
Expiration Date:

**PALMETTO ELECTRIC COOPERATIVE, INC.  
AGREEMENT FOR OUTDOOR LIGHTING SERVICE**

1. This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_, by and between Palmetto Electric Cooperative, Inc., hereinafter referred to as "**PALMETTO**", and, hereinafter referred to as "**MEMBER**". This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon the heirs, successors and assigns of both parties.
2. NOW, THEREFORE, for and in consideration of the sum of One and 00/100th (\$1.00) Dollar, each to the other paid, the sufficiency and receipt of which are hereby acknowledged, and the other rights, duties and obligations as imposed upon the parties and set out below, the parties agree as follows:
3. The **MEMBER** desires that **PALMETTO** install dusk to dawn outdoor lighting for a certain tract or tracts of land described below:

**(INSERT DESCRIPTION)**

4. The **MEMBER** agrees to pay **PALMETTO** for service hereunder and for the following number, type, size and present monthly charges as shown (see attachment for exact fixture and pole specifications); and in accordance with the terms and conditions of **PALMETTO's** Outdoor Lighting Schedule and standard electric service payment requirements.

QUANTITY	TYPE & SIZE	RATE PER UNIT	LIGHT ID NUMBER	MONTHLY CHARGE
<b>MEMBER AGREES TO PAY MONTHLY CHARGE OF</b>				

(Plus applicable sales, use, franchise or utility taxes and/or fees.)



## **THE PROMISES OF MEMBER**

5. **MEMBER** agrees that from time to time **PALMETTO** may adjust the rates charged hereunder to account for actual changes (increases or decreases) in costs incurred by **PALMETTO** for supplying electrical power and/or service under this Agreement.
6. The **MEMBER** shall provide free of charge to **PALMETTO** any and all written easements necessary to construct and maintain its facilities and equipment, including but not limited to any necessary access easements, free and clear of liens and other encumbrances. Outdoor Lighting service shall be provided only at locations which are readily accessible to **PALMETTO's** equipment for installation and maintenance purposes.
7. The equipment and facilities installed by **PALMETTO** shall remain the property of **PALMETTO** except for as provided in Paragraph "20-b", and the **MEMBER** hereby grants to **PALMETTO** the right to enter upon the **MEMBER's** premises without prior notice for the installation, maintenance and removal of such equipment or facilities.
8. The **MEMBER** understands that the Agreement is contingent upon a coordinated installation sequence with respect to other site work including installation of water lines, sewer lines, storm drains, paving, irrigation, landscaping, etc. In the event that impeding site work precedes the electrical distribution and outdoor lighting system and necessary electrical conduits have not been installed, or have not been installed properly, an additional charge, based upon the cost of the additional work may be charged to the **MEMBER**. Any contribution-in-aid of construction required by **PALMETTO** for such unusual conditions (road bores, parking lot bores, hand digging, remove and replace existing landscaping, etc.) will be determined by a **PALMETTO** representative and shall be paid in full by **MEMBER** in advance of actual installation.
9. If the **MEMBER** desires relocation of a light, a relocation charge will be billed to the **MEMBER** for the amount of actual cost, both labor and materials. This charge is to be paid before commencement of the relocation.
10. If any portion of the lighting system is disconnected due to non-payment, **MEMBER** shall be required to pay actual labor cost of disconnecting and reconnecting, in addition to any delinquent payments and possibly a deposit, prior to reconnection of lighting system.
11. It is the responsibility of the **MEMBER** to notify **PALMETTO** of any failed or malfunctioning light(s) in need of repair or replacement.
12. The **MEMBER** shall be required to reimburse **PALMETTO** for the costs of any maintenance work which is required due to negligence or vandalism. If vandalism persists, **PALMETTO** reserves the right to terminate the agreement and permanently remove the lighting system.

13. The **MEMBER** agrees to allow **PALMETTO** and its authorized representatives to trim trees and shrubs as necessary for the installation, maintenance or removal of the lighting equipment, however, **PALMETTO** is not responsible for the trimming of trees which block or impede the light source.
14. The **MEMBER** may, when approved in writing in advance by **PALMETTO** and attached to this Agreement and made a part thereof, make attachments or modifications to the pole. If the **MEMBER** makes attachments or modifications to the pole, the **MEMBER** will be responsible for actual costs of labor and materials for said attachments or modifications. If these attachments or modifications cause the pole or any part of the lighting system to fail prematurely, **PALMETTO** may require the **MEMBER** to reimburse **PALMETTO** for the cost of the work which is required to replace or repair the affected parts. **PALMETTO** will not be responsible for maintenance or replacement of any attachments or modifications to the pole. Unapproved attachments may be removed by **PALMETTO** without penalty and discarded without notice.
15. The **MEMBER** shall defend, indemnify, and hold harmless **PALMETTO** from all claims, losses, liabilities, and expenses for personal loss, injury or death to persons and loss, damage to or destruction of **PALMETTO** or any other persons or entities' property arising out of any work or modifications by the **MEMBER** to **PALMETTO's** lighting system and from all Acts of God.
16. Due to changes over time in available product offerings, **PALMETTO** may, from time to time, change, alter, or adjust the appearance of any portion of the lighting system including its lumen output and color temperature, so long as the light continues to provide the same or similar function.
17. **MEMBER** agrees to disclose this Agreement and all requirements herein to any and all successors, heirs and assigns, including the monthly payment obligations and remaining term. All successors, heirs and assigns of **MEMBER** shall be required to fulfill any remaining term of Agreement.

### **THE PROMISES OF PALMETTO**

18. Subject to the above stipulations, **PALMETTO** will furnish, install, operate and maintain the lighting system, including lamp, luminaire, bracket attachment, control device, poles and necessary wiring, electrically connected so that the power for operation of the light does not pass through the **MEMBER's** electric meter.
19. **PALMETTO** will repair or replace a failed light at no additional cost to the **MEMBER** as soon as practical after notification to **PALMETTO** by the **MEMBER** of the failed light with specific location or unique light ID number. Light repairs will take place during **PALMETTO's** normal business hours.

20. The lighting system shall remain the property of **PALMETTO**, regardless of whether the **MEMBER** has made a contribution-in-aid of construction, unless otherwise provided as in Paragraph "21-b".

### **GENERAL**

21. This Agreement shall be for a minimum initial term of Fifteen (15) years from the commencement of service of each individual light and shall be automatically extended for successive one-year terms, unless the **MEMBER** should give a minimum of one year's written notice to **PALMETTO** that the **MEMBER** elects not to renew. **PALMETTO** may terminate this Agreement should **PALMETTO** cease to do business as a provider of outdoor lighting services and given 1 year's written notice to **MEMBER**. Additionally, **PALMETTO** may terminate this contract should **MEMBER** fail to pay the monthly charges as required per this Agreement or upon any other breach of this Agreement by the **MEMBER**. If the **MEMBER** terminates or defaults on payment during the initial Term or any extension thereof, the **MEMBER** shall agree to one of the following provisions:

- a) The **MEMBER** pays **PALMETTO** the total amount of charges which would be payable to **PALMETTO** during the remaining term of this Agreement in one lump sum payment. Under this provision, all wiring, poles, lighting system, fixtures, and other miscellaneous equipment installed by **PALMETTO** will remain the property of **PALMETTO** and **PALMETTO** may remove the lighting system. **PALMETTO** may also abandon some of the underground facilities (cable, conduit, etc.) in place.

OR

- b) The **MEMBER** pays to **PALMETTO** the depreciated in-place value of the entire lighting system as determined by **PALMETTO**. Under this provision, the entirety of the lighting system in its existing as-is condition to including all wiring, poles, and fixtures shall become the property of the **MEMBER**; however, the **MEMBER** will have to make provisions to purchase energy from **PALMETTO** at metering locations designated by **PALMETTO** and which pass inspection by the local inspecting Authority Having Jurisdiction. The **MEMBER** shall pay all costs associated and bear full responsibility for establishing these new metered services in accordance with **PALMETTO's** commercial service policies as well as all applicable Federal, State and Local electrical codes.

22. This Agreement shall be governed by the laws of the State of South Carolina.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement all as of the date and year first above written, and by their signatures they warrant that the individual whose signature appears below has the authority to enter into this Agreement and to bind their respective parties.

**“PALMETTO”**

_____	<b>By:</b>	_____
<b>(Witness)</b>		
_____		_____
		<b>(Print Signatory Name)</b>
_____	<b>Title:</b>	_____
<b>(Witness)</b>		

**“MEMBER”**

_____	<b>By:</b>	_____
<b>(Witness)</b>		
_____		_____
		<b>(Print Signatory Name)</b>
_____	<b>Title:</b>	_____
<b>(Witness)</b>		

## **ATTACHMENT**

Agreement Number:

Expiration Date:

This attachment to the Agreement covers the following account and their specific locations.

Account Name:

Billing Address:

Member Separator:

#	LOCATION NUMBER	TRANSFORMER STATION	POLE NUMBER	SERVICE TYPE	LIGHT ID NUMBER
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					

**TAB G**

**AGREEMENT FOR UNDERGROUND ELECTRIC  
COMMERCIAL SERVICE**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between Palmetto Electric Cooperative, Inc., hereinafter referred to as  
**PALMETTO**, and \_\_\_\_\_, hereinafter  
referred to as **OWNER-DEVELOPER**.

NOW, THEREFORE, for and in consideration of the sum of Five and 00/100ths (\$5.00)  
Dollars, each to the other paid, the sufficiency and receipt of which are hereby acknowledged,  
and the other rights, duties and obligations as imposed upon the parties and set out below, the  
parties agree as follows:

--

**RECITALS**

1. The **OWNER-DEVELOPER** is the owner of a certain tract or tracts of land  
which it intends to improve and develop primarily as a commercial subdivision ("the  
subdivision"), described as follows:
2. **PALMETTO** is legally entitled to provide retail electric service within the  
subdivision.
3. Many commercial lot buyers prefer underground electric service facilities to  
**PALMETTO's** standard overhead service facilities and installation of such underground  
facilities in the subdivision will likely enhance its marketability.
4. The **OWNER-DEVELOPER** desires that **PALMETTO** install underground  
electrical service in its subdivision.

5. Underground electric service facilities are substantially more costly to install than standard overhead facilities, and **PALMETTO** is entitled to collect an aid-to-construction charge for installing underground facilities.

6. The furnishing of customers' electrical requirements for a "qualified building" by **PALMETTO** results in operational and financial efficiencies which reduce the overall cost of service to **PALMETTO** and its members. A "qualified building" is defined for the purposes of this Agreement as a building, commercial or residential utilizing **PALMETTO**'s electricity as the sole purchased source for all space heating and air conditioning, water heating, and clothes drying, as well as illumination and all other energy needs (excluding commercial cooking).

7. **PALMETTO** is willing to install underground electric service facilities in the subdivision and to waive to the **OWNER-DEVELOPER**, on a parcel by parcel basis, its usual aid-to-construction charge for such installation according to the terms of this Agreement in the expectation that the furnishing of owners' and tenants' requirements for "qualified buildings" in the subdivision will enable **PALMETTO** to recover its investment in such facilities which the developer recognizes as a long term investment.

#### **PROMISES OF THE OWNER-DEVELOPER**

8. The **OWNER-DEVELOPER** hereby acknowledges the receipt of a copy of **PALMETTO**'s **OWNER-DEVELOPER'S INFORMATION PACKAGE**, and agrees to abide by **PALMETTO**'s policies and guidelines included thereto and which may be amended from time to time.

9. The **OWNER-DEVELOPER** agrees to abide by all requirements of **PALMETTO**'s standard policies for commercial developments, as they may be amended from time to time, except to the extent modified herein.

10. **OWNER-DEVELOPER** warrants that it has, or will acquire prior to the installation of underground electrical facilities by **PALMETTO**, marketable fee simple title to the tract or tracts constituting the subdivision.

11. The **OWNER-DEVELOPER** agrees to provide free of charge to **PALMETTO** any and all written easements necessary to construct and maintain its facilities and equipment,



including but not limited to any necessary access easements, free and clear of liens and other encumbrances. The **OWNER-DEVELOPER** will not grant easements to other utilities or persons which might interfere with the operation and maintenance of **PALMETTO**'s electric facilities or any way endanger **PALMETTO** or any other person on account of the location of any other easement.

12. The **OWNER-DEVELOPER** agrees to submit to **PALMETTO** a full and complete set of development plans for the proposed subdivision, so as to allow **PALMETTO** to properly install the desired electrical system.

13. The **OWNER-DEVELOPER** agrees to inform **PALMETTO** immediately in writing of any and all changes from the master plan which is submitted to **PALMETTO** and will pay any additional direct costs occasioned by the change or changes.

14. The **OWNER-DEVELOPER** further agrees that it will reimburse **PALMETTO** for any and all direct costs associated with the **OWNER-DEVELOPER**'s failure to carry out its duties as outlined in this Agreement.

15. The **OWNER-DEVELOPER** agrees that it is its responsibility to coordinate closely with **PALMETTO** on any changes or future development plans and projects which will require large quantities of underground cable, transformers or other items which have a lengthy manufacturing lead time. **PALMETTO** will, upon request, advise **OWNER-DEVELOPER** of the appropriate amount of time required for the ordering of the material outlined above.

16. The **OWNER-DEVELOPER** agrees to abide by Policy 0-19 included in the **OWNER-DEVELOPER**'s Manual. The **OWNER-DEVELOPER** must consult with **PALMETTO** on all motors, standby power, generator, welder and any other special loads prior to installation. All motors must have the necessary overload, short circuit, and voltage protective devices as outlined in the policy and required by the latest edition of the National Electrical Code (NEC).

17. The **OWNER-DEVELOPER** understands that this Agreement is contingent upon a coordinated installation sequence of other infrastructure, including water, sewer, storm drains, paving, final grade, driveways, buildings/housing and landscaping. In the event this infrastructure precedes the electrical distribution system, the **OWNER-DEVELOPER** will be required to install the necessary electrical conduits at the **OWNER-DEVELOPER**'s expense. If

the **OWNER-DEVELOPER** chooses not to install the necessary electrical conduits, an additional charge, based upon the actual cost of the additional work, will be charged to the **OWNER-DEVELOPER** and will be paid by the **OWNER-DEVELOPER** prior to the work being done by **PALMETTO**.

18. The **OWNER-DEVELOPER** will pay the entire cost of the installation and removal of any temporary overhead or underground lines required to provide electricity to any building, dwelling, or other structure prior to the coordinated installation of **PALMETTO**'s permanent facilities.

19. The **OWNER-DEVELOPER** agrees to use and continue to use during the construction period electricity furnished by **PALMETTO** as its only source for the construction of dwellings and buildings in the subdivision, for all street (outdoor) lighting and other illumination, for the operation of all equipment belonging to the **OWNER-DEVELOPER** and for use in all structures belonging to the **OWNER-DEVELOPER** that may be erected or placed within the boundary of the property described in Section 1 during the development of said property by the current or any successor **OWNER-DEVELOPER** (provided that portable generators and the heating of temporary facilities by means other than electricity is permitted).

20. The **OWNER-DEVELOPER** agrees to locate all single or three-phase primary high voltage electric service points within 200 feet of existing or planned installation of electrical facilities. If the request for service is located beyond 200 feet or is a Special Grade of Service as specified in **PALMETTO**'s policies, the **OWNER-DEVELOPER** will pay the cost difference between overhead and underground facilities as specified in **PALMETTO**'s standard underground policies.

21. At the time the building on each parcel of the subdivision is substantially completed and ready for sale, the **OWNER-DEVELOPER** will pay to **PALMETTO** the sum of \_\_\_\_\_ and No/100 (\$\_\_\_\_\_) Dollars per parcel in partial consideration of the installation of underground electric facilities in the subdivision, unless payment is waived in accordance with Paragraph 24 below. In the event this amount is not paid when due the **OWNER-DEVELOPER** will pay interest on such amount at the rate of ten (10%) percent per annum until paid, plus **PALMETTO**'s attorney's fees and costs of collection.

### **PROMISES OF PALMETTO**

22. **PALMETTO** will install underground and overhead electrical facilities in the subdivision as outlined on the attached drawing, located on the easements granted it by the **OWNER-DEVELOPER** and sufficient to serve a building on each parcel in the subdivision.

23. **PALMETTO** will connect each building within the subdivision by an underground service connection in accordance with **PALMETTO's** standard underground policies.

24. **PALMETTO** agrees to waive a portion of its usual aid-to-construction charge for the cost difference between standard overhead line costs and the requested underground line costs in accordance with the following terms and conditions:

(a) With respect to each and every parcel in the subdivision upon which is constructed a "qualified building" as defined in this Agreement, **PALMETTO** will conditionally waive a portion in the sum of \_\_\_\_\_ and No/100 (\$\_\_\_\_\_) Dollars per parcel of the "aid-to-construction" charge referred to in Section 21 above. The charges described in Sections 13, 14, 17, 18 and 20 are not eligible for waiver.

(b) If any building on a parcel with respect to which **PALMETTO** has conditionally waived its aid-to-construction charge fails to remain continuously equipped and operated as a "qualified building" as defined in this Agreement for a period of at least three (3) years from the date of initial occupancy, then the **OWNER-DEVELOPER** shall, immediately upon the failure of the building to remain continuously equipped and operated as a "qualified building" owe and pay to **PALMETTO** the per parcel amount specified in Section 24(a) above.

### **GENERAL**

25. This Agreement shall be governed by the laws of the State of South Carolina.

26. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon the heirs, executors and assigns of both parties; provided, however, purchasers of individual parcels in the subdivision shall not be considered "assigns" of the **OWNER-DEVELOPER** for the purposes of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement all as of the day and year first above written, and by their signatures they warrant that the individual whose signature appears below has the authority to enter into this Agreement and to bind their respective parties.

**SIGNED, SEALED AND DELIVERED    OWNER-DEVELOPER  
IN THE PRESENCE OF:**

\_\_\_\_\_  
(Witness #1 Signature)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Witness #2 Signature)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(OWNER-DEVELOPER Signature)

By: \_\_\_\_\_ (L.S.)  
(Print Owner/Developer Name)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED    PALMETTO  
IN THE PRESENCE OF:**

\_\_\_\_\_  
(Witness #1 Signature)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Witness #2 Signature)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(PALMETTO Signature)

By: Wilson D. Saleeby (L.S.)  
(Print PALMETTO's Name)

Its: V.P., Engineering & Operations

Date: \_\_\_\_\_

**TAB H**

**AGREEMENT FOR UNDERGROUND  
ELECTRIC RESIDENTIAL SERVICE**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by and between **PALMETTO ELECTRIC COOPERATIVE, INC.**, hereinafter referred to as  
**PALMETTO**, and \_\_\_\_\_ hereinafter referred to as **OWNER-DEVELOPER**.

NOW, THEREFORE, for and in consideration of the sum of Five and 00/100ths (\$5.00)  
Dollars, each to the other paid, the sufficiency and receipt of which are hereby acknowledged,  
and the other rights, duties and obligations as imposed upon the parties and set out below, the  
parties agree as follows:

**RECITALS**

1. The **OWNER-DEVELOPER** is the owner of a certain tract or tracts of land  
which it intends to improve and develop primarily as a residential subdivision ("the  
subdivision"), described as follows:

**(INSERT DESCRIPTION)**

2. **PALMETTO** is legally entitled to provide retail electric service within the  
subdivision.

3. Many home buyers prefer underground electric service facilities to  
**PALMETTO's** standard overhead service facilities and installation of such underground  
facilities in the subdivision will likely enhance its marketability.

4. The **OWNER-DEVELOPER** desires that **PALMETTO** install underground  
electrical service in its subdivision.

5. Underground electric service facilities are substantially more costly to install than  
standard overhead facilities, and **PALMETTO** is entitled to collect an aid-to-construction charge  
for installing underground facilities.

6. The furnishing of customers' electrical requirements for a "qualified building" by **PALMETTO** results in operational and financial efficiencies which reduce the overall cost of service to **PALMETTO** and its members. A "qualified building" is defined for the purposes of this Agreement as a residence or other building utilizing **PALMETTO's** electricity as the sole purchased source for all space heating and air conditioning, water heating and clothes drying, as well as illumination.

7. **PALMETTO** is willing to install underground electric service facilities in the subdivision and to waive to the **OWNER-DEVELOPER**, on a lot by lot basis, its usual aid-to-construction charge for such installation according to the terms of this Agreement in the expectation that the furnishing of owners' and tenants' requirements for "qualified buildings" in the subdivision will enable **PALMETTO** to recover its investment in such facilities.

#### **PROMISES OF THE OWNER-DEVELOPER**

8. The **OWNER-DEVELOPER** hereby acknowledges the receipt of a copy of **PALMETTO's OWNER-DEVELOPER'S INFORMATION PACKAGE**, and agrees to abide by **PALMETTO's** policies and guidelines included thereto and which may be amended from time to time.

9. The **OWNER-DEVELOPER** agrees to abide by all requirements of **PALMETTO's** standard policies for subdivisions, as they may be amended from time to time, except to the extent modified herein.

10. **OWNER-DEVELOPER** warrants that it has, or will acquire prior to the installation of underground electrical facilities by **PALMETTO**, marketable fee simple title to the tract or tracts constituting the subdivision.

11. The **OWNER-DEVELOPER** agrees to provide free of charge to **PALMETTO** any and all written easements necessary to construct and maintain its facilities and equipment, including but not limited to any necessary access easements, free and clear of liens and other encumbrances. The **OWNER-DEVELOPER** will not grant easements to other utilities or persons which might interfere with the operation and maintenance of **PALMETTO's** electric facilities or any way endanger **PALMETTO** or any other person on account of the location of any other easement.

12. The **OWNER-DEVELOPER** agrees to submit to **PALMETTO** a full and complete set of development plans for the proposed subdivision, so as to allow **PALMETTO** to properly install the desired electrical system.

13. The **OWNER-DEVELOPER** agrees to inform **PALMETTO** immediately in writing of any and all changes from the master plan which is submitted to **PALMETTO** and will pay any additional direct costs occasioned by the change or changes.

14. The **OWNER-DEVELOPER** further agrees that it will reimburse **PALMETTO** for any and all direct costs associated with the **OWNER-DEVELOPER's** failure to carry out its duties as outlined in this Agreement.

15. The **OWNER-DEVELOPER** agrees that it is its responsibility to coordinate closely with **PALMETTO** on any changes or future development plans and projects which will require large quantities of underground cable, transformers or other items which have a lengthy manufacturing lead time. **PALMETTO** will, upon request, advise **OWNER-DEVELOPER** of the appropriate amount of time required for the ordering of the material outlined above.

16. The **OWNER-DEVELOPER** agrees to abide by Policy 0-19 included in the **OWNER-DEVELOPER's** Manual. The **OWNER-DEVELOPER** must consult with **PALMETTO** on all motors, standby power, generator, welder and any other special loads prior to installation. All motors must have the necessary overload, short circuit, and voltage protective devices as outlined in the policy and required by the latest edition of the National Electrical Code (NEC).

17. The **OWNER-DEVELOPER** understands that this Agreement is contingent upon a coordinated installation sequence of other infrastructure, including water, sewer, storm drains, paving, final grade, driveways, buildings/housing and landscaping. In the event this infrastructure precedes the electrical distribution system, the **OWNER-DEVELOPER** will be required to install the necessary electrical conduits at the **OWNER-DEVELOPER's** expense. If the **OWNER-DEVELOPER** chooses not to install the necessary electrical conduits, an additional charge, based upon the actual cost of the additional work, will be charged to the **OWNER-DEVELOPER** and will be paid by the **OWNER-DEVELOPER** prior to the work being done by **PALMETTO**.

18. The **OWNER-DEVELOPER** will pay the entire cost of the installation and removal of any temporary overhead or underground lines required to provide electricity to any building, dwelling, or other structure prior to the coordinated installation of **PALMETTO's** permanent facilities.

19. The **OWNER-DEVELOPER** agrees to use and continue to use during the construction period electricity furnished by **PALMETTO** as its only source for the construction of dwellings and buildings in the subdivision, for all street (security) lighting and other illumination, for the operation of all equipment belonging to the **OWNER-DEVELOPER** and for use in all structures belonging to the **OWNER-DEVELOPER** that may be erected or placed within the boundary of the property described in Paragraph 1 during the development of said property by the current or any successor **OWNER-DEVELOPER** (provided that portable generators and the heating of temporary facilities by means other than electricity is permitted).

20. The **OWNER-DEVELOPER** agrees to locate all single or three-phase primary high voltage electric service points within 200 feet of existing or planned installation of electrical facilities. If the request for service is located beyond 200 feet or is a Special Grade of Service as specified in **PALMETTO's** policies, the **OWNER-DEVELOPER** will pay the cost difference between overhead and underground facilities as specified in **PALMETTO's** standard underground policies.

21. At the time the building on each lot of the subdivision is substantially completed and ready for sale, the **OWNER-DEVELOPER** will pay to **PALMETTO** the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars per lot in partial consideration of the installation of underground electric facilities in the subdivision, unless payment is waived in accordance with Paragraph 26 below. In the event this amount is not paid when due the **OWNER-DEVELOPER** will pay interest on such amount at the rate of ten (10%) percent per annum until paid, plus **PALMETTO's** attorney's fees and costs of collection.

22. **OWNER-DEVELOPER** agrees to participate in **PALMETTO's** H2O Select Water Heating Program and the terms thereof by installing in each and every home, built in the boundaries of the development as herewith described, a 50 gallon minimum water heater in all homes. **OWNER-DEVELOPER** agrees to allow **PALMETTO** to install a load management switch on each water heater system for a period of not less than ten (10) years from the date of



installation. This switch will be utilized by **PALMETTO** during **PALMETTO's** peak control periods. **OWNER-DEVELOPER** understands the controller shall remain the property of **PALMETTO** and that **PALMETTO** shall have the right at reasonable times to inspect the system to ensure proper operation and compliance with **PALMETTO's** program. **PALMETTO** will provide the owner a five (5) year repair service in return for participating in the program.

23. The **OWNER-DEVELOPER** agrees to disclose to buyers of land, homes or buildings that the builder and potential homeowner will be required to construct and maintain a qualified building as defined in this agreement and participate in **PALMETTO's** H2O Select Program and abide by the provisions thereof.

#### **PROMISES OF PALMETTO**

24. **PALMETTO** will install underground primary and secondary electrical facilities in the subdivision, located on the easements granted it by the **OWNER-DEVELOPER** and sufficient to serve a building on each lot in the subdivision.

25. **PALMETTO** will connect each building within the subdivision by an underground service connection in accordance with **PALMETTO's** standard underground policies.

26. **PALMETTO** agrees to waive its usual aid-to-construction charge for the cost difference between standard overhead costs and the requested underground costs in accordance with the following terms and conditions:

(a) With respect to each and every lot in the subdivision upon which is constructed a "qualified building" as defined in this Agreement, **PALMETTO** will conditionally waive the aid-to-construction charge referred to in Paragraph 21 above. The charges described in Paragraphs 13, 14, 17, 18 and 20 are not eligible for waiver.

(b) If any building on a lot with respect to which **PALMETTO** has conditionally waived its aid-to-construction charge fails to remain continuously equipped and operated as a "qualified building" as defined in this Agreement for a period of at least five (5) years from the date of initial occupancy, then the **OWNER-DEVELOPER** shall, immediately upon the failure of the building to remain continuously equipped and operated as a "qualified building", owe and pay to **PALMETTO** the per lot amount specified in Paragraph 21 above.

27. Contingent upon and in consideration of all units and buildings constructed by the **OWNER-DEVELOPER** the requirements of **PALMETTO's** H2O Select Program, **PALMETTO** will pay to **OWNER-DEVELOPER** \$250.00 per 50 gallon unit and \$350.00 per 80 gallon unit.

(a) In the event the terms of this Agreement are not carried out in full, **OWNER-DEVELOPER** does hereby agree to hold **PALMETTO** harmless and to reimburse **PALMETTO** from any and all payments, claims, expenses, charges, and/or liabilities incurred by reason of payment to **OWNER-DEVELOPER** of any payments made by **PALMETTO** under the H2O Select programs.

#### **GENERAL**

28. This Agreement shall be governed by the laws of the State of South Carolina.

29. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon the heirs, executors and assigns of both parties; provided, however, purchasers of individual lots in the subdivision shall not be considered "assigns" of the **OWNER-DEVELOPER** for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written, and by their signatures they warrant that the individual whose signature appears below has the authority to enter into this Agreement and to bind their respective parties.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**OWNER-DEVELOPER**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature) (L.S.)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Witness)

Its: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED  
INC.  
IN THE PRESENCE OF:**

**PALMETTO ELECTRIC COOPERATIVE,**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature) (L.S.)

\_\_\_\_\_  
(Print Name)

By: Wilson D. Saleeby  
(Print Name)

\_\_\_\_\_  
(Witness)

Its: V.P., Engineering & Operations

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF \_\_\_\_\_ )

**KNOW ALL MEN BY THESE PRESENTS** that the undersigned

**ALL** that certain piece, parcel or lot of land described and known as:

Said easement being fifteen (15') feet on either side of centerline of power line or thirty (30') feet wide.

**TOGETHER** with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining. **TO HAVE AND TO HOLD**, all and singular, the said Premises before mentioned unto the **PALMETTO ELECTRIC COOPERATIVE, INC.**, its Successors and Assigns forever.

**AND I (WE)** do hereby bind myself (ourselves) and my (our) Heirs and Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said **PALMETTO ELECTRIC COOPERATIVE, INC.**, its Successors and Assigns, against me (us) and my (our) Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

The grant of this easement is subject to the following terms and conditions:

1. That **Grantee's** right to enter the above-described property shall be nonexclusive and solely for the purpose of, and is hereby limited to, such activities as are reasonably necessary for construction, reconstructing, operating and maintaining an overhead and/or underground electric or communications system.
2. That **Grantor** hereby reserves the right to use or convey the property which is subject of this Easement in any manner whosoever which does not interfere with the use and enjoyment of the Easement.
3. That **Grantor** hereby reserves the right to change the location of the within Easement from time to time, but solely at the expense of **Grantor**.
4. That landscaping shall not be planted within ten (10') feet of any door or opening of electrical distribution equipment, or within the boundaries of the basic easement. If landscaping is planted in violation of this provision, Grantee shall have the right to remove such landscaping and shall have no obligation to replant such landscaping.

**WITNESS** my (our) Hand(s) and Seal(s), this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord Two Thousand \_\_\_\_\_.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

\_\_\_\_\_  
(Witness #1 Signature)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Witness #2 Signature)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Grantor's Signature)

By: \_\_\_\_\_ (L.S.)  
(Print Grantor's Name)

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF \_\_\_\_\_ )

**PROBATE**

**PERSONALLY**, appeared before me the undersigned witness and made oath that he/she saw the within named **Grantor** sign, seal, and as his/her act and deed, deliver the within written Easement, and that he/she with the other witness whose signature appears above witnessed the execution thereof.

\_\_\_\_\_  
(Witness #1 or #2)

**SWORN** to before me, this \_\_\_\_\_  
day of \_\_\_\_\_, A.D., 20\_\_\_\_

\_\_\_\_\_(SEAL)  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

TAB J

Location Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**AGREEMENT**  
**FOR**  
**RESIDENTIAL LIGHTING SERVICE**  
**(3 YEAR MINIMUM INITIAL TERM)**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by and between Palmetto Electric Cooperative, Inc., hereinafter referred to as "**PALMETTO**", and \_\_\_\_\_ hereinafter referred to as "**MEMBER**".

The **MEMBER** desires that **PALMETTO** install dusk to dawn residential lighting on property owned by **MEMBER**. The **MEMBER** agrees to pay **PALMETTO** for said light(s) and pole(s) and in accordance with the terms and conditions of **PALMETTO**'s Outdoor Lighting Schedule and standard electric service payment requirements.

<b><u>Quantity</u></b>	<b><u>TYPE &amp; SIZE</u></b>	<b><u>RATE PER UNIT</u></b>	<b><u>Light ID NUMBER</u></b>	<b><u>MONTHLY CHARGE</u></b>
<b><i>MEMBER AGREES TO PAY MONTHLY CHARGE OF</i></b>				

(Plus applicable sales, use, franchise or utility taxes and/or fees.)

**THE PROMISES OF MEMBER**

1. **MEMBER** agrees that from time to time **PALMETTO** may adjust the rates charged hereunder to account for actual changes (increases or decreases) in costs incurred by **PALMETTO** for supplying electrical power and/or service under this Agreement.
2. The equipment and facilities installed by **PALMETTO** shall remain the property of **PALMETTO**, and the **MEMBER** hereby grants to **PALMETTO** the right to enter upon the **MEMBER**'s premises without prior notice for the installation, maintenance and removal of such equipment or facilities. Outdoor Lighting service shall be provided only at locations which are readily accessible to **PALMETTO**'s equipment for installation and maintenance purposes.
3. If the **MEMBER** desires relocation of a light, a relocation charge will be billed to the **MEMBER** for the amount of all cost, both labor and materials. This charge shall be paid before the commencement of the relocation.

4. The **MEMBER** agrees to allow **PALMETTO** and its authorized representatives to trim trees and shrubs as necessary for the installation, maintenance or removal of the lighting equipment, however, **PALMETTO** is not responsible for the trimming of trees which block or impede the light source.
5. It is the responsibility of the **MEMBER** to notify **PALMETTO** of any failed or malfunctioning light(s) in need of repair or replacement.
6. The **MEMBER** shall be required to reimburse **PALMETTO** for the cost of any maintenance work which is required due to negligence or vandalism. If vandalism persists, **PALMETTO** reserves the right to terminate the agreement and remove the outdoor light(s).
7. Due to changes over time in available product offerings, **PALMETTO** may, from time to time, change, alter, or adjust the appearance of any portion of the lighting system, so long as the light continues to provide the same or similar function.
8. The **MEMBER** shall defend, indemnify, and hold harmless **PALMETTO** from all claims, losses, liabilities, and expenses for personal loss, injury or death to persons and loss, damage to or destruction of **PALMETTO** or any other persons or entities property arising out of any work or modifications by the **MEMBER** to **PALMETTO's** lighting system and all Acts of God.

#### **THE PROMISES OF PALMETTO**

9. **PALMETTO** will furnish, install, own, operate and maintain the lighting system, including lamp, luminaire, bracket attachment, control device, poles and necessary wiring, electrically connected so that the power for operation of the light does not pass through the **MEMBER's** electricity meter.
10. **PALMETTO** will repair or replace a failed light at no additional cost to the customer as soon as practical after notification by the **MEMBER** of the failed light with specific location or unique light ID number. Light repairs will take place during **PALMETTO's** normal business hours.

#### **GENERAL**

11. This Agreement shall be for a minimum initial term of three (3) years from the commencement of service of each individual light. If the **MEMBER** desires to terminate this agreement before the 3 year term has expired, the **MEMBER** may be charged for the prorated amount of future revenue, less fuel costs. This charge may be applied against the **MEMBER's** electric utility bill.



12. **MEMBER** agrees to disclose this Agreement and all requirements herein to any and all successors, heirs and assigns, including the monthly payment obligations and remaining term. All successors, heirs and assigns of MEMBER shall be required to fulfill any remaining term of Agreement.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon the heirs, executors and assigns of both parties.

\_\_\_\_\_  
Member Date

\_\_\_\_\_  
Palmetto Representative Date

TAB K

Map #:  
MEMBER SEP. #:

**PALMETTO ELECTRIC COOPERATIVE, INC.  
AGREEMENT FOR ELECTRIC SERVICE  
(Equipment Upgrade or Extension)**

This **AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between  
**PALMETTO ELECTRIC COOPERATIVE, INC.** (hereinafter called the "**Seller**"), and  
\_\_\_\_\_ (hereinafter called the "**Consumer**"). The **Seller** shall  
make available, sell and deliver to the **Consumer**, and the **Consumer** shall purchase all of the  
electric power and energy up to \_\_\_\_\_ Kilowatts at the following location  
\_\_\_\_\_, upon the following terms:

**1. SERVICE CHARACTERISTICS**

a. Service hereunder shall be alternating current, \_\_\_\_\_ phase, \_\_\_\_\_ wire,  
and sixty hertz at nominal standard\_\_volts.

The **Seller** shall install or cause to be installed and prepare the facilities for the permanent  
service to be made available hereunder as soon as possible, but not later than  
\_\_\_\_\_.

According to the foregoing description of the capacity of service, it is hereby understood  
and agreed that the transformer to be installed by the **Seller** shall be rated at not less than  
\_\_\_\_\_ kVA base rating.

b. The **Consumer** shall not use the electric power and energy furnished hereunder as an  
auxiliary or supplement to any other source of purchased power and shall not sell electric power  
and energy purchased hereunder.

c. Power shall be used by the **Consumer** in such manner as will not cause objectionable  
voltage fluctuations or other electrical disturbances on the **Seller's** system. The **Seller** may  
require the **Consumer**, at the **Consumer's** expense, to install such corrective measures as will  
reasonably limit such fluctuations and disturbances. The **Consumer** shall at all times take and  
use power in such manner that the load at the point of delivery shall not cause an imbalance  
between phases of more than ten (10%) percent, the **Seller** reserves the right to require the  
**Consumer**, at the **Consumer's** expense, to make the necessary changes to correct such

condition. In addition to any other remedies, the **Seller** may have hereunder, if the **Consumer** does not make such changes, the **Seller** may, in its determination of Billing Demand, assume that the load on each phase is equal to the greatest load on any phase.

The direction of phase rotation and the continuity of all three phase voltages and currents are guarded with care by the **Seller**, but the **Seller** cannot guarantee that an accidental or temporary change of phase shall not occur; therefore, the **Consumer** shall insure motors or other apparatus requiring unchanged phase rotation and continuity of three phase supply shall be equipped with suitable protection against such reversal or phase failure. The **Consumer** shall provide all motors with devices that will protect the motor against overload or short circuit. All three phase motors shall have overload devices on all three phases and/or internal thermal protection for the motor. Additionally, all three phase motors shall have under voltage relays connected to each phase for protection of the motor.

## **2. PAYMENT**

a. The **Consumer** shall pay the **Seller** for service hereunder at the rates and upon the terms and conditions set forth in Schedule \_\_\_\_\_, attached to and made a part of this Agreement. If required, the monthly contract minimum demand will be   N/A   kW, or as determined by the rate. Notwithstanding any provision of the schedule and irrespective of **Consumer's** requirements for, or use of, electric power and energy, the **Consumer** shall pay to the **Seller** the greater of the installed transformer capacity minimum or the contract minimum, which is \$\_\_\_\_\_ per month.

In addition, the **Consumer** will pay the amount of any sales, use, franchise or utility taxes or charges now or hereafter applicable to or arising out of the service rendered or made available hereunder.

b. If it is determined that a contribution in "aid-of-construction" is required, the **Consumer** shall pay to the **Seller** the sum of \$\_\_\_\_\_ as an "aid-of-construction" on account of the cost of facilities required to make service available to the **Consumer**. This contribution is required before commencement of construction of such facilities. No refund shall be made to the **Consumer** of any portion of the contribution in "aid-of-construction".

c. The initial billing period shall start when **Consumer** begins using electric power and energy or 60 days after the **Seller** notifies the **Consumer** in writing that service is available hereunder, whichever should occur first.

d. Bills due hereunder shall be paid at the office of the **Seller** in **Ridgeland**, State of **S.C.** If the **Consumer** shall fail to make any such payment within fifteen (15) days after such payment is due, the **Seller** may discontinue service to the **Consumer** in accordance to the policy provisions of the **Seller**.

e. The **Consumer** agrees that if, at any time, the rate under which the **Seller** purchases electric service at wholesale is modified, the **Seller** may make a corresponding modification in the rate for service hereunder.

### **3. MEMBERSHIP**

a. The **Consumer** shall become a member of the **Seller**, shall pay the membership fee, any deposit or other security required by the **Seller**, and be bound by such rules and regulations as may from time to time be adopted by the **Seller**.

b. The parties acknowledge that, while the **Seller** is required by statute and by its bylaws to operate as a non-profit corporation, the **Seller** is required by statute and by its first mortgage to set rates and charges sufficient not only to cover operating costs and expenses and interest and amortization of outstanding obligations, but also to establish reasonable capital reserves; and that the rates and charges provided for herein have accordingly been established to the end that the **Consumer** will furnish an appropriate and equitable amount of such capital reserves; and that the rates and charges provided for herein have accordingly been established to the end that the **Consumer** will furnish an appropriate and equitable amount of such capital reserve in addition to making payment for the actual cost of service rendered hereunder and for an appropriate share of the outstanding obligations of the **Seller**. Due to the amount and character of the electric power and energy to be supplied hereunder, it is understood and agreed that, unless the **Seller** be prevented from so doing by any law or regulation or any authority or agency having jurisdiction in the premises, the **Seller** at the end of each fiscal year will assign to the **Consumer** its share of capital, if any. The **Seller** will, within a reasonable time after the close of the fiscal year, notify the **Consumer** of the amount of capital assigned.

#### 4. CONTINUITY OF SERVICE

Notwithstanding anything herein to the contrary, the **Seller** shall not be liable for damages to the **Consumer** occasioned by reductions, curtailments or interruptions of service or for failure to commence delivery as a result of "force majeure". In the event that the **Seller** shall be rendered unable, wholly or in part, by force majeure to carry out its obligations hereunder, this Agreement shall not be terminated, but the obligations of the **Seller**, so far, but only so far, as they are affected by such majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and the **Seller** shall remedy such inability with all reasonable dispatch.

The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, civil disturbances, explosions, breakdown or failure of machinery, equipment or facilities, actions or orders of any governmental authority or court having jurisdiction in the premises and any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the **Seller** and which by the exercise of reasonable diligence, the **Seller** is unable to prevent or overcome; such term likewise includes: (a) in those instances where the **Seller** or the **Seller's** wholesale supplier is required to obtain rights, easements or permits to enable the **Seller** to fulfill its obligations, the inability of the **Seller** or the **Seller** wholesale supplier to acquire, or the delays on the part of the **Seller** or the **Seller's** wholesale supplier in acquiring, at reasonable cost and after the exercise of reasonable diligence, such rights, easements or permits; (b) in those instances where the **Seller** or the **Seller's** wholesale supplier is required to obtain materials and supplies for the purpose of constructing or maintaining facilities to enable the **Seller** to fulfill its obligations, the inability of the **Seller** or the **Seller's** wholesale supplier to acquire, or the delays on the part of the **Seller** or the **Seller's** wholesale supplier in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies; and those instances where construction, change-over, inspection, repair or maintenance of the electrical facilities of the **Seller** or the facilities of the **Seller** or the facilities of any other electrical supplier from or through which the **Seller** acquires any power to be furnished to the **Consumer** hereunder are necessary in the judgment of the party so performing the work. The settlement of strikes or labor disturbances involving the **Seller** or

the **Seller's** wholesale supplier shall be entirely within the discretion of the **Seller** or the **Seller's** wholesale supplier and any requirement that force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or labor disturbances by acceding to the demands of the opposing party or parties when such course is inadvisable in the discretion of the **Seller** or the **Seller's** wholesale supplier.

## **5. VOLUNTARY LOAD MANAGEMENT, SCHEDULE LPS-2 - CONSUMER ACKNOWLEDGEMENT**

If the **Consumer** participates in the voluntary load management activities offered by **Seller** and **Seller's** wholesale power supplier, Central Electric Power Cooperative, Inc. ("Central"), **Consumer** acknowledges and agrees to the terms and conditions of **Seller's** voluntary load management program as set forth in this Section and the attached Rate Schedule LPS-II.

**Seller** may employ, from time to time, load management measures for its own benefit and for the benefit of the electric cooperatives (or groups of electric cooperatives) served by Central. As a Member of **Seller**, **Consumer** may enjoy the benefits, if any, of voluntary load management activities; but **Consumer** acknowledges and agrees that **Seller's** (and Central's) load management strategy may not be designed or operated so as to provide specific economic benefits to **Consumer**.

If **Consumer** sees fit to maintain or modify its electrical usage in response to notification (or lack of notification) of load management measure(s), it does so at its own risk and subject to the limitation of liability in this section.

If **Consumer** is using on-site generation to manage load and using system data provided by **Seller** or Central, **Consumer** may voluntarily participate in the load management program only upon the following terms and conditions:

a. **Consumer** agrees to own or lease the generator and provide for the operation and maintenance of the generator. **Consumer** agrees to assume the risk for property damage, personal injury, or economic loss arising from operation or maintenance of the generator. **Consumer** assumes responsibility for insuring that any individual involved with the operation or maintenance of generator and associated equipment is fully aware of and will comply with all NEC, OSHA, DHEC, EPA, national, state and local codes, including but not limited to insuring

that the generator cannot be remotely operated during any period of maintenance, inspection, etc. If the **Consumer** syncs or interconnects their generator to **Seller's** grid, **Consumer** shall sign a separate Interconnection Agreement with **Seller**.

b. **Seller** may provide a load management switch that the **Consumer** will install as either an audio/visual notification or direct generator control. The switch will receive a remote signal from Central. The remote signal will indicate when the affected generator should be operated or will cause the generator to operate and produce power or to cease operating, as the case may be. The remote signal is intended to be provided during expected system peak periods. **Consumer** agrees not to take any action which would compromise the remote signal or otherwise operate the generator unless normal power delivery is interrupted.

c. **Consumer** agrees and understands that participation in the program does not indicate or guarantee a particular result including cost savings for electric service.

d. **Consumer** acknowledges that **Seller**, or Central, may discontinue providing load the management switch or signal at any time without notice.

e. **Seller** is not a manufacturer of the switch and does not warrant its operation.

f. **Consumer** is participating in the load management activities in its sole judgment and at its own risk and agrees that neither **Seller** nor Central shall be liable to the **Consumer** for costs or damages of any kind occasioned by providing or not providing a remote signal, whether timely or untimely, or failure of a switch to perform properly.

This Acknowledgement constitutes the complete understanding of the parties with respect to voluntary load management activities and may only be modified in writing with the acknowledgment of both **Consumer** and **Seller**.

## **6. INDEMNIFICATION**

**Consumer** agrees to and shall defend, indemnify and hold harmless the **Seller**, **Seller's** wholesale power supplier, any affiliated companies, officers, directors, associates, employees, members, from and against all claims, damages, expenses, including reasonable attorney's fees and costs, losses, causes of actions or suits which arise out of or relate to this agreement and are caused solely by the negligent act or omission, willful misconduct, other fault of any nature of

the indemnifying **Consumer**, its employees, associated companies, agents, or subcontractors.

## **7. RIGHT OF ACCESS**

Duly authorized representatives of the **Seller** shall be permitted to enter the **Consumer's** premises at all reasonable times in order to carry out the provisions hereof.

## **8. TERM**

This Agreement shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and will be renewed automatically thereafter on an annual basis until terminated by either party giving to the other twelve (12) months' notice in writing. If, however, this Agreement is terminated by the **Consumer** prior to the terms hereof, the **Consumer** shall pay to the **Seller** a termination charge of the monthly contract minimum shown in Section 2 and monthly demand charges, if applicable, for the remaining term of the contract. However, the **Seller** may terminate this Agreement prior to the expiration of the term hereof upon the **Consumer's** failure to make the payments required by Section 2 of this Agreement or upon any other breach of this Agreement by the **Consumer** and the **Consumer** shall pay the **Seller**, in addition to any other amounts which may be due hereunder, monthly demand charges, if applicable, and the contract minimum for the remaining term of the Agreement.

If a contract minimum is required, it shall remain in effect until five (5) years following the start of the initial period until terminated by either party giving to the other twelve (12) months' notice in writing. If, however, this Agreement is terminated by the **Consumer** prior to the terms thereof, the **Consumer** shall pay the **Seller** a termination charge of the monthly contract minimum shown in Section 2 and monthly demand charges, if applicable, for the remaining term of the contract. However, the **Seller** may terminate this Agreement prior to the expiration of the term hereof upon the **Consumer's** failure to make the payments required by Section 2 of this Agreement or upon any other breach of this Agreement by the **Consumer** and the **Consumer** shall pay the **Seller**, in addition to any other amounts which may be due hereunder, monthly demand charges, if applicable, and the contract minimum for the remaining term of the Agreement. After the contract minimum has been fulfilled, the regular minimum and tariff of the rate schedule and terms of this Agreement will apply.



**9. SUCCESSION AND APPROVAL**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

**10. GOVERNANCE**

This Agreement shall be governed by the laws of the State of South Carolina.

**11. CAPTIONS**

The headings in this Agreement are for the convenience of the parties hereto and shall in no way affect the construction or interpretation of this Agreement or any part hereof.

**12. NONWAIVER**

The failure of any party hereto to enforce at any time any of the provisions or terms of this Contract shall not be construed to be a waiver of such provision or term, nor of the right of any party thereafter to enforce such term or provision.

**13. ADDRESSES FOR NOTICE**

Any notices required pertaining to this agreement will be delivered to the following address:

**Seller's Address:**

Palmetto Electric Cooperative, Inc.  
P. O. Box 820  
4063 Grays Highway  
Ridgeland, SC 29936-0820

**Consumer's Address:**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written and by their signatures, they warrant that the individual whose signature appears below has the authority to enter into this Agreement and to bind their respective parties.

**SIGNED, SEALED AND DELIVERED CONSUMER  
IN THE PRESENCE OF:**

\_\_\_\_\_  
(Witness #1 Signature)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Consumer's Signature)

By: \_\_\_\_\_  
(Print Consumer's Name)

\_\_\_\_\_  
(Witness #2 Signature)

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED SELLER  
IN THE PRESENCE OF:**

\_\_\_\_\_  
(Witness #1 Signature)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Seller's Signature)

By: Wilson D. Saleeby  
(Print Seller's Name)

\_\_\_\_\_  
(Witness #2 Signature)

Its: V.P., Engineering & Operations

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **TAB L**

### **Palmetto Electric Cooperative, Inc. Standard for Interconnecting Distributed Resources Less Than 2 MVA With Cooperative's Electric Systems (CES)**

#### **1. Overview:**

This Standard sets forth the requirements, in addition to applicable tariffs and service regulations, for parallel interconnection of Member owned small generation systems and energy storage technologies (collectively sometimes hereinafter referred to as "Distributed Resources") which are rated at less than 2 MVA.

Distributed Resources meeting the criteria and conditions included and/or referenced herein will normally be approved for interconnection except in extenuating site-specific circumstances.

##### **1.1 Scope:**

This Standard applies to Distributed Resources installed at existing radial fed CES distribution with a determination of minimal impact.

##### **1.2 Purpose:**

This document is developed to provide a simplified Standard for interconnecting Distributed Resources of less than 2 MW capacity.

##### **1.3 Limitations:**

This Standard does not cover momentary parallel systems used for the exclusive purpose of closed transition of loads. The Standard does not cover small generators connecting to area network systems. The Standard does not cover Members served directly from area transmission facilities.

Although outside the scope of this document, generators failing to meet the requirements of this Standard may still be considered for interconnection after more detailed review specific to the proposed application and generator.

##### **1.4 Conflicts:**

In case of conflict between any provision of Cooperative's service regulations and of this Standard, the provisions of the service regulations shall prevail.

## 2. **References:**

IEEE 929 – (Recommended Practice for Utility Interface of Photovoltaic (PV) Systems latest published edition)

IEEE 1547 – (Standard for Interconnecting Distributed Resources with Electric Power Systems, June 12, 2003 or latest published edition).

IEEE P1547.1 – (Standard Conformance Test Procedures for Interconnecting Distributed Energy Resources with Electric Power Systems, June 9, 2005 or latest approved edition)

IEEE P1547.2 – (Application Guide for IEEE Standard 1547, Interconnecting Distributed Resources with Electric Power Systems, 2008 or latest approved edition)

IEEE P1547.3 – (Guide for Monitoring, Information Exchange, and Control of Distributed Resources Interconnected with Electric Power Systems, 2007 or latest approved edition)

UL 1741 – (Inverters, Converters and Controllers for use in Independent Power Systems, latest published edition).

NFPA 70 – (National Electrical Code, latest published edition).

## 3. **Definitions:**

3.1 **CES:** Cooperative's Electric System: The electric distribution facilities of the Cooperative.

3.2 **Cooperative:** The electric utility providing electric service in the area and owning and operating the CES.

3.3 **Closed Transition of Loads:** A make-before-break load transfer scheme, in which the Generator is operated in parallel with the CES for a brief period of time, to ensure that the load is maintained while in transition from the Cooperative to the Generator or vice versa. This transition scheme includes fast transfer systems, generally less than 100 msec, and soft load systems where the parallel condition is maintained for a number of seconds.

3.4 **Member:** The person(s) or business that is the Cooperative's Member of record for the location where the generation will be interconnected. (This term includes non-members receiving electric service from the Cooperative that submit an Application under this Standard.)

- 3.5 **Generator:** The “generation system” and equipment to be interconnected to the CES.
- 3.6 **Isolation Device:** A manual load-break disconnect switch or safety switch with a clear visible indication of switch position between the CES and the Distributed Resource. The switch must have pad lock provisions for locking in the open position. The switch must be visible to, and accessible to Cooperative personnel. The switch must be in close proximity, and visible from, the Member’s point of common coupling with the CES. The switch must be labeled “Generator Disconnect Switch”. The switch may isolate the Distributed Resource system and its associated load from the CES or disconnect only the Distributed Resource from the CES.
- The Cooperative shall have access to the Isolation Device at all times.
- 3.7 **Momentary Parallel Systems:** A Generator utilizing only a Closed Transition mode of operation.
- 3.8 **Point of Common Coupling:** Point of common coupling means the point in the interconnection of a Distributed Resource with an electric delivery system and shall have the same meaning as in IEEE Standard 1547.

#### 4. **General Requirements:**

- 4.1 **Service Regulations and Tariff/Rate Schedule:** This Standard is governed by the Cooperative’s Service Regulations and Tariff/Rate Schedules.
- 4.2 **Acceptance for Interconnection:** Each application and Distributed Resource is evaluated individually and accepted or denied for interconnection with the CES. Any Cooperative evaluation is from the perspective of the impact of the interconnection on the Cooperative and its system. The Member is solely responsible for ensuring the safe installation and operation of the Distributed Resource. Distributed Resource shall not be interconnected until the requirements and process described in this Standard have been satisfied.

The acceptance for interconnection is for the original applicant only. Subsequent owners or occupants of a site with an interconnected generator must submit a new Application to the Cooperative. The existing Member assumes the responsibility of ensuring a new Member is aware the new Member must re-apply and obtain the Cooperative’s written acceptance, or the equipment must be removed or disabled to prevent future interconnection and/or operation. The application fee for the re-applying new Member is waived and the technical requirements may be grandfathered for subsequent owners as long as the Distributed Resource’s maximum

output capacity has not been changed and/or the interconnection protection system has not been modified.

- 4.3 **Waiving Requirements:** All requirements of this Standard must be met although the Cooperative may, in its sole discretion, waive all or some of the requirements of this Standard. Waivers must be issued in writing.
- 4.4 **Interconnect Cost:** The Member will bear all the cost of interconnection on the Member's side of the point of interconnection as well as necessary changes or upgrades to the CES to meet all technical and protection requirements to address any power quality, reliability or safety issues caused by the Distributed Resource operation or connection to the CES.
- 4.5 **Isolating or Disconnecting the Distributed Resource:** The Cooperative may isolate the Member's premises and/or Distributed Resource from CES when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of Cooperative's equipment or part of Cooperative's system; or if Cooperative determines that isolation of the Member's premises and/or Distributed Resource from CES is necessary because of emergencies, forced outages, force majeure or compliance with prudent electrical practices. Whenever feasible, the Cooperative shall give the Member reasonable notice of the isolation of the Member's premises and/or Distributed Resource from CES. Notwithstanding any other provision of this Standard, if at any time the Cooperative determines that either the Distributed Resource may endanger the Cooperative's personnel or other persons or property, or the continued operation of the Member's Distributed Resource may endanger the integrity or safety of the Cooperative's electric system, the Cooperative shall have the right to isolate the Member's premises and/or Distributed Resource from the CES.

The Cooperative may disconnect electric service for any Distributed Resource determined to be malfunctioning, or not in compliance with this Standard. The Member must provide proof of compliance with this Standard before the electrical service will be reconnected.

- 4.6 **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 of any kind.
- 4.7 **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 costs, 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.

- 4.8     **Access to and Operation of the Distributed Resource:** The Member shall limit access to and operation of the Distributed Resource to qualified persons and assumes the responsibility of maintaining control of the operation of the Distributed Resource.
- 4.9     **Insurance:** The Member shall obtain and retain, for as long as its Distributed Resource is interconnected with the Cooperative's system, liability insurance which protects the Member from claims for bodily injury and/or property damage. For a non-residential Member the minimum coverage shall be comprehensive general liability insurance with coverage at least \$1,000,000 per occurrence and for a residential Member 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. This insurance shall be primary for all purposes. The Member shall provide certificates evidencing this coverage as required by the Cooperative. The Cooperative reserves the right to refuse to establish or continue the interconnection of the Member's Distributed Resource with the Cooperative's system, if such insurance is not in effect.
- 4.10    **Generator Alterations:** Changes to the Generator output capacity and/or modification to the protection system required to meet this Standard are prohibited without submitting a new Application and obtaining a new acceptance from Cooperative.
- 4.11    **Discontinuing Operation:** The Member shall notify the Cooperative prior to permanently discontinuing operation of the Distributed Resource interconnected with the Cooperative.
- 4.12    **Interconnection Application Fee:** The nonrefundable interconnection application fee covers only the application process for interconnection of Distributed Resource and shall be one of the following:
  - 4.12.1.   For residential service Members: \$100.00
  - 4.12.2.   For non-residential service Members: \$250.00
  - 4.12.3.   For non-members receiving electrical service from Cooperative: \$500.00

**5. Generator, Inverter and Protective Equipment Technical Requirements:**

5.1 **General:** The Cooperative may elect to visit the site and verify compliance with any requirement of these Standards.

5.2 **Required Standards:** The Member must certify that the following requirements have been met:

5.2.1. The installation of the Distributed Resource and all equipment in the system must comply with the latest published edition of IEEE 929 and IEEE 1547 as applicable.

5.2.2. Future IEEE Standards and/or Recommended Practices: Distributed Resource interconnected before IEEE standards are published may be required to comply with such standards when adopted.

5.2.3. The Member's inverter or interconnection protection system must be tested and listed for compliance with the latest published edition of Underwriters Laboratories, Inc. (UL) 1741.

5.2.4. The Distributed Resource must pass the anti-islanding test in UL 1741.

5.2.5. The Member's inverter or interconnection protection system must be manufactured after November 7, 2000.

5.2.6. Any protection settings affecting anti-islanding performance must not be adjusted after passing anti-islanding tests.

5.3 **Additional PV (Photovoltaic) Systems requirements:** The Member must certify that the Generator meets the following requirements:

5.3.1. The installation of the Generator and all equipment in the system comply with the latest published edition of IEEE 929.

5.3.2 The Generator is a non-islanding type as defined in IEEE 929.

5.4 **Electrical Contractors and NEC Code Inspections:** All installed wiring, protection devices, cabinets and connectors, etc. must comply with the latest published edition of the NEC as used by the local jurisdiction and all applicable local codes. An approved electrical inspection by the authority having jurisdiction is required.



- 5.5 **Isolation Device:** An Isolation device as defined in Section 3.6 is required. The Cooperative in its sole discretion determines if the device is suitable.

6. **Screens and Requirements for determination of minimal impact:**

- 6.1 **CES Circuit Level Saturation:** The cumulative total of the maximum rated output of all interconnected Distributed Resources shall not exceed the limits as may be determined by the Cooperative.

6.2 **Limitations of CES Facilities:**

- 6.2.1. **General:** The Distributed Resource shall meet each of the following requirements to qualify for interconnection and each requirement must be maintained after commissioning.
- 6.2.2. **CES Capacity Limitation:** The maximum rated output of the Distributed Resource or total aggregate of multiple generators shall not exceed the capacity or ratings of the CES facilities as determined by the Cooperative.
- 6.2.3. **Secondary, Service and Service Entrance Limitation:** The Distributed Resource capacity shall be less than the capacity of the CES owned secondary, service and service entrance cable connected to the point of common coupling. The Cooperative will make this determination after reviewing the CES installed facilities.
- 6.2.4. **Transformer Loading Limitation:** The Distributed Resource shall not have the ability to overload the CES transformer or any CES transformer winding beyond manufacturer or nameplate ratings.
- 6.2.5. **Integration with CES Grounding:** The grounding scheme of the Distributed Resource shall comply with IEEE 1547.
- 6.2.6. **Balance Limitation:** The Distributed Resource shall not create a voltage imbalance of more than 3% if the CES transformer, with the secondary connected to the point of common coupling, is a three-phase transformer.
- 6.2.7. Any changes or upgrades to CES to accommodate the Distributed Resource will be pursuant to Section 4.4 above.

## 7. **Commissioning, Maintenance and Inspections:**

- 7.1 **General:** The Member or Member's authorized representative shall perform commissioning, and maintenance as outlined in this section for all Distributed Resource equipment. All testing shall be documented, and the Cooperative shall be granted the right to audit the documentation. The Cooperative reserves the right to require and witness testing of the Member's Distributed Resource.

The Member's Distributed Resource is subject to inspection by a Cooperative representative at a mutually agreeable time, as the Cooperative deems necessary.

The Cooperative's inspection and/or witnessing the testing of the Member's equipment shall not be construed as the Cooperative warranting or implying that the Member's equipment is safe or reliable. The Cooperative shall not be liable to the Member or others as a result of inspection and witnessing of tests of the Member's Distributed Resource or equipment.

- 7.2 **Commissioning:** The manufacturer's recommended and required commissioning, installation and functional tests shall be completed, with successful results, in accordance with the manufacturer's published recommendations. Commissioning tests in IEEE 1547 shall also be completed with successful results unless these IEEE 1547 tests are duplications of the manufacturer tests. After obtaining the final electrical inspection, the Member shall invite the Cooperative to the commissioning test and perform the test at a mutually agreed date but not later than 25 days after the invitation.
- 7.3 **Maintenance and Testing:** Maintenance shall be performed in accordance with the manufacturer's published maintenance procedures. Periodic testing shall be completed with successful results in accordance with the manufacturer's published recommendations for periodic testing at, or before, the recommended testing intervals. If the manufacturer does not publish recommendations for periodic testing, suitable testing shall be performed that assures proper protection for the CES, at an interval not to exceed two years. All test results shall be documented and available to the Cooperative for review upon request.
- 7.4 **Failure of Test:** If a Distributed Resource fails any test, it shall be disabled, and the Isolation Device must be opened until the equipment is repaired.

## 8. Procedures

- 8.1 **Interconnection Request:** The Member submits to the Cooperative an “Application to Interconnect Distributed Resource” accompanied with the appropriate Interconnection Application Fee to a designated Cooperative contact or department.
- 8.2 **Queue Position:** The Cooperative considers the Application based on the date a completed Application is received by the Cooperative in reference to priority when evaluating the CES screen limits.
- 8.3 **Impact Screens:** The Cooperative accepts or rejects the Application for interconnection after reviewing the Application and performing the screens outlined in this Standard. If the Application is rejected, the Member may request the Cooperative to reconsider interconnection outside the scope of this Standard. If the application is accepted the process will continue.

It may be necessary to visit the site to gather information on the CES facilities or the Member’s Distributed Resource equipment.

Upon receipt of a completed “Application to Interconnect Distributed Resource”, the Cooperative will commence the Impact Screen process. The Cooperative may provide the Member with an estimate of the number of weeks needed to complete the Impact Screen process.

- 8.4 **Agreement for Interconnection:** After all previous items in the process are complete; the Cooperative will provide an agreement to the Member. Once the Member returns the executed Agreement to the Cooperative, the Cooperative will execute the Agreement and return a copy to the Member. Member shall not interconnect the Distributed Resource to CES Facilities unless an Agreement between Member and Cooperative has been executed by both parties.
- 8.5 **Installation and Inspections:** The Member installs the Distributed Resource and the Member is responsible for obtaining an approved electrical inspection from the local authority having jurisdiction for the Distributed Resource installation. The Member shall request the inspector to forward a copy of the approved inspection to the Cooperative contact processing the Distributed Resource interconnect request.
- 8.6 **CES Facilities:** At the Member’s expense, the Cooperative will install or alter the CES facilities as necessary to accommodate the interconnection.

- 8.7 **Commissioning Test:** The Member performs the required commissioning test and forwards a confirmation letter to the Cooperative unless the Cooperative witnesses the test and it is successful. The Member shall invite the Cooperative to the commissioning test and perform the test at a mutually agreed date and time if the Cooperative elects to attend.
- 8.8 **Completion of Application/Expiration Process:** The application shall be valid for no less than one year once the Impact Screen process is completed.

**APPLICATION TO INTERCONNECT DISTRIBUTED RESOURCE  
LESS THAN 2 MVA**

Member hereby gives notice of intent to operate an interconnected Distributed Resource facility pursuant to the "Standard for Interconnecting Distributed Resource less than 2 MVA with Cooperative's Electric System". Permission to interconnect is not granted until an Interconnection Agreement has been completed between the Cooperative and the Member.

**Section 1. Contact Information**

**Member** (Name): \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

US Mail Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_ Alternate Phone/Cell Number: \_\_\_\_\_

-----  
**Installer** (Name): \_\_\_\_\_ Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

US Mail Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Company: \_\_\_\_\_ Electrical / Contractor license number(s) \_\_\_\_\_

-----  
**Electrical Inspector** (Name): \_\_\_\_\_ County: \_\_\_\_\_ Phone: \_\_\_\_\_

**Section 2. Distributed Resource/Generator and Facility Information**

Facility Location (if different from above): \_\_\_\_\_

Member's Account Number: \_\_\_\_\_

Member Type: Residential ☐, Commercial ☐, Other \_\_\_\_\_

Is there an existing interconnected generator at this facility? Yes ☐, No ☐

Total proposed aggregate generation output rating at this site (kW): \_\_\_\_\_

<b>Generator / Inverter</b>	<b># 1</b>	<b># 2</b>	<b># 3</b>
<b>Energy Source / Type</b>			
<b>Manufacturer Name</b>			
<b>Model Name &amp; # (Specific)</b>			
<b>Nameplate Rating (kW AC)</b>			
<b>Nominal Voltage (Volts AC)</b>			

(Note: If more than 3 Generators / Inverters will be used, complete a separate attachment with the information above)

If a Member owned transformer will be used, specify Mfg., type and ratings:

---

(Attach Transformer Manufacturer Specifications)

### **Section 3. Installation Information**

Proposed Installation Date: \_\_\_\_\_ Proposed Interconnection Date: \_\_\_\_\_

### **Section 4. Certification**

The interconnection protection system is tested and listed for compliance with the latest published edition of Underwriters Laboratories (UL) 1741 including the anti-islanding test. The system (is / will) be installed in compliance with IEEE 929 and or IEEE 1547 as applicable, all manufacturer specifications, the National Electric Code and all local codes. No protection settings affecting anti-islanding have been or will be adjusted or modified.

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true and correct and the generator will comply with the Interconnection Standard stated above.

**Signature of Member** \_\_\_\_\_

**Member** (Name): \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

US Mail Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Date:** \_\_\_\_\_

Note: Attach application fee and 1-line (electrical drawing of installation) with application.

Submit Application to: (Utility Representative)

Robert J. Casavant, PE  
Engineering Services Manager  
Palmetto Electric Cooperative, Inc.  
1 Cooperative Way  
Hardeeville, SC 29927

-----  
-----

Note: Only signifies receipt of this form.

This application received by Palmetto Electric Cooperative, Inc.

**Signed (Utility Representative):** \_\_\_\_\_

**Date:** \_\_\_\_\_

INTERCONNECTION AGREEMENT FOR  
DISTRIBUTED RESOURCE LESS THAN 2 MVA

---

This INTERCONNECTION AGREEMENT FOR DISTRIBUTED RESOURCE LESS THAN 2 MVA, (the "Agreement"), is entered into as of \_\_\_\_\_, 2019, (the "Effective Date"), by and between \_\_\_\_\_, hereinafter called "Member", and Palmetto Electric Cooperative, Inc., hereinafter called "Cooperative". Member and Cooperative 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 Cooperative and Member agree that Member's Distributed Resource system and equipment and located at or near \_\_\_\_\_ may be interconnected to and operated in parallel with Cooperative's Electric System (CES). This Agreement does not authorize Member to export power or constitute an agreement to purchase or wheel Member's power. Other services that Member may require from Cooperative shall be covered under separate agreements.
- (b) Cooperative will supply the electrical requirements of Member that are not supplied by Member's Distributed Resource. Such electric service shall be supplied to Member under Cooperative's rates schedules, riders, and services regulations applicable to Member's class of service.

**2. INTERCONNECTION:**

- (a) Cooperative hereby authorizes Member to interconnect and commence operation under the terms of this Agreement on or after \_\_\_\_\_ subject to Member having received Cooperative's written acceptance specified in 2. (f) below.
- (b) Member's Distributed Resource must be manufactured, installed and operated in accordance with governmental and industry standards and must conform with Cooperative's "Standard for Interconnecting Distributed Resource less than 2 MVA with Cooperative's Electric Systems (CES)", hereinafter referred to as "Interconnection Standard", a copy being attached hereto and made a part of this Agreement.
- (c) Member's Distributed Resource shall be installed as described in Member's Application to Interconnect Distributed Resource Less than 2 MVA, a copy attached hereto and made a part hereof.
- (d) The nameplate output of the Distributed Resource is \_\_\_\_\_ kW in the form of \_\_\_\_\_ phase, \_\_\_\_\_ wires, alternating current of 60 hertz frequency and at \_\_\_\_\_ volts.



(e) The point of interconnection between Member and Cooperative hereunder will be \_\_\_\_\_.

(f) Member shall not interconnect Member's Distributed Resource with Cooperative's electric system nor commence parallel operation of Member's Distributed Resource until both Parties have accepted this Agreement and the requirements for interconnection stated in the Interconnection Standard have been met. Cooperative shall have the right and opportunity to have representatives present at the initial testing of Member's protective apparatus. Member shall notify Cooperative 5 business days prior to the initial testing. In the event Member has interconnected Member's Distributed Resource without Cooperative's acceptance of this Agreement or the Distributed Resource has not met the requirements of the Interconnection Standard, Cooperative shall have the right to immediately isolate Member's premises and/or Distributed Resource from Cooperative's system until Cooperative's acceptance is granted and the requirements of the Interconnection Standard have been met.

(g) Member shall not make any changes to the Distributed Resource output capacity and/or modification to the protection system required to meet the Interconnection Standard without first submitting a new Application and obtaining a new acceptance from Cooperative before making the changes to the Generator.

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

(i) **Warning Label:** Member will install a permanent warning label in a conspicuous place in close proximity to the electric meter or on the meter base to notify Cooperative 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 Cooperative personnel to read the electric meter. Member shall also place a warning label on the Isolation Device. Cooperative will provide the warning labels to Member. The warning labels must be in place before the Distributed Resource can be interconnected with Cooperative's system.

**3. INTERCONNECTION COST:** The cost to Member for all Cooperative owned and maintained facilities constructed and/or installed by Cooperative to accommodate the interconnection and safe operation of Member's Distributed Resource in parallel with Cooperative's Electric System shall be determined in accordance with Cooperative's applicable Service Regulations and/or Terms and Conditions. The cost to Member, termination provisions, and other applicable terms and conditions related to facilities installed by Cooperative are as stated in Exhibit \_\_\_, hereto attached and made a part hereof.

#### **4. RIGHT OF ACCESS AND EQUIPMENT INSTALLATION:**

- (a) **Access To Premises:** The duly authorized agents of Cooperative shall have the right of ingress and egress to the premises of Member at all reasonable hours, over the same general route as Member utilizes, for the purpose of reading meters, inspecting Cooperative's wiring and apparatus, changing, exchanging, or repairing its property on the premises of Member and to remove such property at the time of or at any time after the suspension of interconnection of the Distributed Resource or termination of this Agreement. Cooperative shall have access to Member's Isolation Device at all times.
- (b) Cooperative's obligation to provide the interconnection as covered in this Agreement on the agreed upon Effective Date is contingent upon Cooperative 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:** Member shall maintain Member's Distributed Resource and all related Member-owned protective equipment and facilities in a safe and prudent manner, conforming to all applicable laws and regulations. Member shall reimburse Cooperative for any and all losses, damages, claims, penalties or liability Cooperative incurs as a result of Member's failure to maintain the Distributed Resource, 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 Member's facility.

#### **6. DISCONNECTION OF DISTRIBUTED RESOURCE:** Cooperative may isolate Member's premises and/or Distributed Resource from Cooperative's system when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of Cooperative's equipment or part of Cooperative's system; or if Cooperative determines that isolation of Member's premises and/or Distributed Resource from Cooperative's system is necessary because of emergencies, forced outages, Force Majeure or compliance with prudent electrical practices. Whenever feasible, Cooperative shall give Member reasonable notice of the possible isolation of Member's premises and/or Distributed Resource from Cooperative's system. Notwithstanding any other provision of this Agreement, if at any time Cooperative determines that either the Distributed Resource may endanger Cooperative's personnel or other persons or property, or the continued operation of Member's Distributed Resource may endanger the integrity or safety of Cooperative's Electric System, Cooperative shall have the right to isolate Member's premises and/or Distributed Resource from Cooperative's Electric System. **It is agreed that Cooperative 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 Member's premises and/or Distributed Resource from Cooperative's system per this Agreement.** Cooperative shall expend reasonable effort to reconnect the Member's premises and/or Distributed Resource with the Cooperative's system in a timely manner.

**7. PERMITS AND APPROVALS:** Member shall obtain all environmental and other permits required by governmental authorities prior to construction, installation, and interconnection of the Distributed Resource. Member 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 of 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 costs, 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 Member at any time fails to comply with the insurance provisions of this Agreement, Member shall, at its own cost, defend, save harmless and indemnify Cooperative, 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 Cooperative, its contractors, its Members, and/or the public to the extent that Cooperative would have been protected had Member complied with all such insurance provisions. The inclusion of this Section 8. (d) Is not intended to create any express or implied right in Member to elect not to provide any such required insurance.
- (e) Member shall be responsible for installing and maintaining devices adequate to protect against damages caused by irregularities or outages on Cooperative's system, regardless of the cause or fault, including devices to protect against voltage fluctuations and single phasing.

## **9. INSURANCE:**

(a) Member shall obtain and retain, for as long as its Distributed Resource is interconnected with the Cooperative's Electric System, liability insurance which protects Member from claims for bodily injury and/or property damage. For a non-residential Member the minimum coverage shall be comprehensive general liability insurance with coverage at least \$1,000,000 per occurrence and for a residential Member 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 Distributed Resource with Cooperative's system, Member shall furnish a properly executed certificate of insurance to Cooperative 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 Cooperative receives at least thirty (30) days prior written notice. Member shall further replace such certificates for policies expiring during the period its Distributed Resource is interconnected with Cooperative's system. Cooperative has the right to refuse to establish or continue the interconnection of Member's generation facility to Cooperative's system if such insurance is not in effect.

(b) Insurance on the premises where the Member's Distributed Resource is located shall, by endorsement to the policy or policies, provide for thirty (30) days of written notice to Cooperative 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:** Cooperative's approvals given pursuant to this Agreement or actions taken hereunder shall not be construed as any warranty or representation to Member or any third party regarding the safety, durability, reliability, performance or fitness of Member's generation 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:

(f) If Member desires to terminate the Agreement, Cooperative will agree to such termination if Cooperative is satisfied that Member no longer can operate Member's Distributed Resource in parallel with Cooperative's system at the premises and all bills for services previously rendered to Member, plus any applicable termination charges as

specified in Exhibit \_\_\_\_, have been paid. Cooperative may waive the termination charges if Cooperative has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to Cooperative for the interconnection to Cooperative for a term not less than the unexpired portion of Member's Agreement.

- (g) Cooperative, in addition to all other legal remedies, may either terminate the Agreement or suspend interconnection with Member (1) for any default or breach of Agreement by Member, (2) for failure to pay any applicable bills when due and payable, (3) for a condition on Member's side of the point of interconnection actually known by Cooperative to be, or which Cooperative reasonably anticipates may be, dangerous to life or property, (4) if Member either fails to energize the Distributed Resource within 12 months of the Effective Date of this Agreement or permanently abandons the Distributed Resource, or (5) by giving the Member 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 Distributed Resource, unless the Member's installation is exempted from the change or the Member complies with the change in a timely manner. No such termination or suspension, however, will be made by Cooperative without written notice delivered to Member, 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 Distributed Resource 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:**

- (h) This Agreement and the applicable Schedule, Riders, Interconnection Standard, Service 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 the Board of Trustees of the Cooperative. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.
- (i) **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.

**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:** Member shall not assign its rights nor delegate its duties under this Agreement without Cooperative's written consent. Any assignment or delegation Member makes without Cooperative's written consent shall not be valid. Cooperative shall not unreasonably withhold its consent to Member's assignment of this Agreement. An assignee or new Member must submit a new Application to Cooperative and obtain Cooperative's written approval before any assignment shall occur. Member assumes the responsibility of ensuring a new Member or assignee is aware the new Member or assignee must re-apply and obtain Cooperative'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 South 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, 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.

**21. MEMBER CERTIFICATION:** By signing this Agreement below, Member hereby certifies that, to the best of Member's knowledge, all of the information provided in the Application to Interconnect Distributed Resource Less than 2 MVA is true and correct, the Distributed Resource will comply with the Interconnection Standard, and that Member has received and reviewed this Agreement.

**22. ACCEPTANCE AND SIGNATURES:** Upon the acceptance hereof by Cooperative, evidenced by the signature of its authorized representative appearing below, this document shall be an Agreement for the interconnection of Member's Distributed Resource to Cooperative's Electric System.

**Witness as to Member:**

**Member**

\_\_\_\_\_  
\_\_\_\_\_

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

Title \_\_\_\_\_

This \_\_\_\_\_ Day of \_\_\_\_\_, 2019

**Accepted: Palmetto Electric Cooperative, Inc.**

**Member**

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Address: \_\_\_\_\_

This \_\_\_\_\_ Day of \_\_\_\_\_, 2019

\_\_\_\_\_

### **EXHIBITS AND ATTACHMENTS**

1. Application to Interconnect Distributed Resource Less than 2 MVA
2. Interconnection Standards
3. Service Regulation or Terms and Conditions
4. Exhibit when interconnection cost is involved
5. Other exhibits when needed