

**CONTRACT FOR ELECTRIC SERVICE FOR LOCATION:** \_\_\_\_\_  
\_\_\_\_\_

The member(s) named below (hereinafter called the "Applicant") applies for membership in, and agrees to purchase electric energy for his use only and not for resale purposes, without written permission of Mid-Carolina Electric Cooperative, Inc. (hereinafter called the "Cooperative"), at fees to be based on type of service rendered according to the Cooperative's schedule of rates and services found in the Service Rules and Regulations of the Cooperative. Electric service will be provided to the location shown above. The Owner and Applicant warrant that the premises will be, or has been, wired in accordance with the requirements of the National Electrical Code, and releases the Cooperative from any and all liability of every kind and nature for damage which may occur from defective wiring of the premises or failure to inspect the wiring, and hereby agrees to hold the Cooperative harmless from any and all such liability. The Owner and Applicant covenant and agree not to erect or construct or to permit the erection or construction of any shed, outhouse, structure or building under, over or in close proximity to the power lines of the Cooperative, and if any such structure is so erected, the Owner and Applicant hereby agree to assume and discharge any liability or damages that may result. The Applicant will comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative, and the Service Rules and Regulations adopted by the Cooperative.

In consideration of providing electricity to me (us), I (we) hereby grant unto the Cooperative, Its Successors and Assigns the exclusive right to place, install, construct, replace, alter, maintain, patrol, use, utilize, rebuild, inspect, repair, remove, and operate one or more overhead or underground lines for the transmission and distribution of electric energy, communications, television, voice or data transmission and distribution or similar purposes, consisting of any or all of the following: supporting structures, poles, crossarms, overhead and underground conductors, overhead or underground wires and cables (including fiber optic cable), communication wires, overhead and underground lightning protective wires, guys, push braces, transformers and other necessary apparatus and appliances and other accessory apparatus and equipment deemed by the Cooperative, its successors, licensees, or assigns, to be necessary therefore; and to be accomplished in a reasonable manner upon, over, across and under my (our) property as reasonably reported to serve me (us) and other Cooperative members.

In the event I (we) fail to pay the amounts due for my (our) electric service as required by the Cooperative's Service Rules and Regulations and terms of the invoice, I (we) understand and agree I (we) may be charged a late fee and disconnect/reconnect fees as provided in the Cooperative's Service Rules and Regulations. In the event the Cooperative uses an attorney or collection agency to collect past due amounts owed by me (us) for electric service, I (we) understand and agree that the Cooperative may collect from me (us) its reasonable costs of collection and attorneys' fees. I (we) further agree that any amounts owed to the Cooperative by any person residing with me (us) at the location given above may be transferred to and collected from my (our) account, including any interest and penalties or fees due, in order to receive service under this Contract.

By signing below or by the act of accepting electric service from the Cooperative, I (we) agree to be bound by these terms. Application for Membership Accepted:

\_\_\_\_\_  
Member

\_\_\_\_\_  
Mid-Carolina Electric Cooperative, Inc.

\_\_\_\_\_  
Member

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

**MID-CAROLINA ELECTRIC COOPERATIVE, INC.  
CONTRACT FOR NON-RESIDENTIAL SERVICE**

This Agreement is made on the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ between

“Cooperative”

“Consumer”

<p><b>Mid-Carolina Electric Cooperative, Inc. P.O. Box 669 Lexington, SC 29071</b></p>	
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Cooperative shall sell and deliver to Customer and Customer shall purchase, all electric power which Customer may need at the Service Location described as \_\_\_\_\_, on the following terms and conditions:

1. Electric service shall be provided at alternating current, three phase, \_\_\_\_\_ wire, 60 Hertz, \_\_\_\_\_ volts. Customer agrees not to re-sell the electric power purchased.
2. Electric service to the Service Location shall begin on \_\_\_\_\_ and continue for a term of five years and automatically renew for a one year period every anniversary date thereafter until one party gives the other party 60 days notice of termination in advance of the anniversary date.
3. Customer agrees to become a Member of the Cooperative, pay the membership fee, and to abide by the Bylaws and Service Rules and Regulations of the Cooperative, as amended from time to time.
4. Customer grants an easement and license for all necessary equipment and facilities of the Cooperative to provide electric service or other services over the same facilities to other customers of the Cooperative. Customer acknowledges that Cooperative may allow other utilities to attach to Cooperative’s facilities and such attachments do not violate the terms of this easement and license. Cooperative shall have rights of ingress and egress to maintain, repair, and operate its facilities on Customer’s property which Cooperative will exercise with consideration for Customer’s business.
5. Customer will pay for electric service based upon the applicable rate in the Cooperative Rate Schedule as adopted and amended from time to time by the Board of Trustees. Customer acknowledges receipt of Cooperative’s Rate Schedule. Payment is due ten days after receipt of invoice and past due after 25 days. Cooperative may cut off service and Customer must pay all late charges, all reconnect and collection costs, including reasonable attorneys’ fees, if Cooperative must take action to collect past due charges.
6. Cooperative and Consumer shall be responsible for their own facilities and agree to indemnify and hold harmless one another from any claims, loss, damages, actions or expenses arising out of their respective facilities or operations.
7. Cooperative has no liability for (a) minor interruptions in electric service or (b) major outages or delay in electric service caused by events outside of Cooperative’s control.
8. All notices shall be rendered to the addresses given above for Cooperative and Customer.

<p><b>MID-CAROLINA ELECTRIC COOP., INC.</b></p> <hr/> <p>Its: _____</p>	<hr/> <p>Its: _____</p>
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**MID-CAROLINA ELECTRIC COOPERATIVE, INC.  
CONTRACT FOR LARGE POWER SERVICE**

This Agreement is made on the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ between

**“Cooperative”**

**“Applicant/Member”**

<p><b>Mid-Carolina Electric Cooperative, Inc. Post Office Box 669 Lexington, South Carolina 29071</b></p>	
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Cooperative shall sell and deliver to Member and Member shall purchase, all electric power which Member may need at the Service Location described as \_\_\_\_\_, on the following terms and conditions:

1. Electric service shall be provided at alternating current, three phase, \_\_\_\_\_ wire, 60 Hertz, \_\_\_\_\_ volts. Member agrees not to re-sell the electric power purchased.
2. Electric service to the Service Location shall begin on \_\_\_\_\_ and continue until one party gives the other party 60 days notice of termination.
3. Applicant agrees to become a Member of the Cooperative, pay the membership fee, deposit, and to abide by the Bylaws and Service Rules and Regulations of the Cooperative, as amended from time to time.
4. Member grants an easement and license for all necessary equipment and facilities of the Cooperative to provide electric service or other services over the same facilities to other Members of the Cooperative. Member acknowledges that Cooperative may allow other attachors or utilities to attach to Cooperative’s facilities and such attachments do not violate the terms of this easement and license. Cooperative shall have rights of ingress and egress to maintain, repair, and operate its facilities on Member’s property which Cooperative will exercise with consideration for Member’s business.
5. Member will pay for electric service based upon the applicable rate in the Cooperative Rate Schedule as adopted and amended from time to time by the Board of Trustees. Member acknowledges receipt of Cooperative’s Rate Schedule. Member agrees that payment shall be made via \_\_\_\_\_ and is due upon the due date set forth in the bill. Cooperative may cut off service and Member must pay all late charges, all reconnect and collection costs, including reasonable attorneys’ fees, in the event Cooperative takes action to collect past due charges.
6. Cooperative and Member shall be responsible for their own facilities and each agree to indemnify and hold harmless one another from any claims, loss, damages, actions or expenses arising out of their respective facilities or operations.
7. Member acknowledges that Cooperative has no liability for (a) interruptions in electric service or (b) outages or delay in electric service caused by events outside of Cooperative’s control.
8. All notices shall be rendered to the addresses given above for Cooperative and Member.

<p><b>MID-CAROLINA ELECTRIC COOP., INC.</b></p>  <p>Its: _____</p>	   <p>Its: _____</p>
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**MID-CAROLINA ELECTRIC COOPERATIVE, INC.  
CONTRACT FOR RATE U - TIME OF USE SERVICE**

This Agreement is made on the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ between

**“Cooperative”**

**“” “Member”**

<b>Mid-Carolina Electric Cooperative, Inc. P.O. Box 669 Lexington, SC 29071</b>	
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Cooperative shall sell and deliver to Member and Member shall purchase, all electric power which Member may need at the Service Location described as «Service\_Location», on the following terms and conditions:

1. Electric service shall be provided at alternating current, «Phase» phase, «Wire» wire, 60 Hertz, «Volts» volts. Member agrees not to re-sell the electric power purchased.
2. Electric service to the Service Location shall begin on «On\_Date» and continue until May 31«Year» and automatically renew for a one year period every May 31 thereafter until one party gives the other party 60 days, notice of termination in advance of the May 31 renewal date.
3. Member agrees to become a Member of the Cooperative, pay the membership fee, and to abide by the Bylaws and Service Rules and Regulations of the Cooperative, as amended from time to time.
4. Member grants an easement and license for all necessary equipment and facilities of the Cooperative to provide electric service or other services over the same facilities to other customers of the Cooperative. Member acknowledges that Cooperative may allow other utilities to attach to Cooperative’s facilities and such attachments do not violate the terms of this easement and license. Cooperative shall have rights of ingress and egress to maintain, repair, and operate its facilities on Member’s property which Cooperative will exercise with consideration for Member’s business.
5. Member will pay for electric service based upon the applicable rate in the Cooperative Rate Schedule as adopted and amended from time to time by the Board of Trustees. Member acknowledges receipt of Cooperative’s Rate Schedule. . Payment is due 20 days after the date of the invoice and considered past due if not paid by 5:00 pm that day. Cooperative may cut off service and Member must pay all late charges, all reconnect and collection costs, including reasonable attorneys’ fees, if Cooperative must take action to collect past due charges.
6. Cooperative and Member shall be responsible for their own facilities and agree to indemnify and hold harmless one another from any claims, loss, damages, actions or expenses arising out of their respective facilities or operations.
7. Cooperative has no liability for (a) minor interruptions in electric service or (b) major outages or delay in electric service caused by events outside of Cooperative’s control.
8. All notices shall be rendered to the addresses given above for Cooperative and Customer.

<b>MID-CAROLINA ELECTRIC COOP., INC.</b>  _____ Its: President and CEO  _____ Witness	<b>« MEMBER NAME»</b>  _____ Its: _____  _____ Witness
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**SURETY BOND**  
**FOR MID-CAROLINA ELECTRIC COOPERATIVE, INC.**  
**ELECTRIC SERVICE**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
as Principal, and \_\_\_\_\_ (surety company), a  
corporation organized and existing under the laws of the State of \_\_\_\_\_ and  
duly authorized to conduct and carry on a general surety business in the State of South Carolina, as  
Surety, are each held and firmly bound unto the Mid-Carolina Electric Cooperative, Inc., (Cooperative) a  
corporation organized and existing under the laws of the State of South Carolina and doing business in the  
counties of Lexington, Richland, Aiken, Saluda and Newberry, South Carolina, as Obligee, in the full and  
just sum of \_\_\_\_\_ lawful money of the United States  
of America, for the payment whereof well and truly to be made the said Principal and the said Surety  
hereby bind themselves, their respective heirs, legal representatives, successors and assigns, jointly and  
severally, firmly by these presents,

WHEREAS the Principal has applied to the Cooperative for electric service at  
\_\_\_\_\_ ; and

WHEREAS, under the rules and regulations of the Cooperative it is necessary for the Principal to furnish  
security for the prompt payment of electric bills for electric service furnished and supplied by the  
Principal by the Obligee; and

WHEREAS, the Principal desires to post this Bond in lieu of a cash deposit as security for the payment of  
said electric bills,

NOW, THEREFORE, the conditions of this obligation is such that if the Principal shall well and  
faithfully perform the obligations herein recited and shall promptly pay all bills rendered by the  
Cooperative to said Principal for electric service as provided by this Bond and the rules and regulations of  
the Cooperative, then the above obligations shall be null and void, otherwise to remain in full force and  
effect; and the Surety herein agrees to pay, within ten (10) days after written demand for payment by  
Mid-Carolina Electric Cooperative, Inc., the full amount of any such bills not paid (and any unbilled  
charges incurred by Cooperative) shall be paid by said Principal upon the due date set forth in said bills.  
That if said bills are turned over to an attorney for collection the Surety also agrees to pay thirty-three  
percent (33%) as attorney's fees and all costs of collection.

THIS BOND IS ISSUED AND EXECUTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. That the terms of this bond shall be indefinite.
2. That the Surety company reserves the right to cancel this bond by giving thirty (30) days written  
notice to the Cooperative, Mid-Carolina Electric Cooperative, Inc., Post Office Box 669, Lexington,  
S.C. 29071, and on the effective date of such thirty (30) day cancellation notice, the Surety is

discharged and relieved of any liability, it being understood and agreed, however, that the said Principal and said Surety will be liable for any loss accruing up to the effective date of thirty (30) day cancellation notice, in no event, however, in excess of the penalty of this Bond. In the event of such cancellation, Principal agrees another Surety Bond, subject to Cooperative's approval, must be in place prior to expiration of such (30) day term.

3. It is expressly understood by the Principal and Surety herein that the Cooperative in its sole discretion may, by giving fifteen (15) days written notice, cancel this Bond or require an endorsement hereon increasing the face amount provided in this Bond so that said amount shall at least be equal to two (2) times the amount of the highest monthly electric bills known or estimated in any twelve (12) month period.
4. This Bond shall be effective from and after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall remain in force until canceled as previously mentioned or until released in writing by the Cooperative.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed or caused to be executed this Bond the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED, sealed and delivered  
In my presence of:

\_\_\_\_\_

\_\_\_\_\_

Principal

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

As to Principal

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

Officer or Title

\_\_\_\_\_

\_\_\_\_\_ (Surety)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

As to Surety

Attorney-in-Fact

STATE OF SOUTH CAROLINA }  
  }  
COUNTY OF \_\_\_\_\_}

**CONTRACT FOR SUBDIVISION  
STREET LIGHTING**

This contract is made and entered into by and between Mid-Carolina Electric Cooperative, Inc. (hereinafter referred to as the Cooperative) whose address is P. O. Box 669, Lexington, S.C. and \_\_\_\_\_, (hereinafter referred to as the Developer).

WHEREAS, the Developer has requested the Cooperative to install decorative subdivision street lighting fixtures within the \_\_\_\_\_ Subdivision located in \_\_\_\_\_ County; and

WHEREAS, the Developer and the Cooperative have agreed upon the terms and conditions under which the Cooperative shall furnish the requested street lighting fixtures and provide street lighting service within the \_\_\_\_\_ Subdivision as stated in this contract;

NOW THEREFORE, in consideration of the covenants and obligations of the respective parties as hereinafter set forth, the Developer and the Cooperative hereby covenant and agree as follows:

1. The Cooperative shall supply, install, and maintain within the \_\_\_\_\_ Subdivision certain decorative street lighting fixtures as described in the Cooperative's current Rate Schedule L which is attached hereto.

The location of the lighting fixtures shall be determined by the Cooperative at a ratio of approximately one light fixture for every \_\_\_\_ lots.

2. The individual homeowners in the \_\_\_\_\_ Subdivision shall be charged by the Cooperative for electric usage and maintenance of the street lighting system. These charges shall be made in accordance with the Cooperative's applicable rate schedule for this subdivision street lighting service which is currently \_\_\_\_\_ (\$\_\_\_\_) per month per homeowner. However, it is specifically understood and agreed that the applicable rate shall be subject to change from time to time by the Cooperative. The charges to homeowners shall continue for so long as the street lighting service is provided by the Cooperative in this subdivision.
3. The decorative street lighting fixtures together with all related equipment and facilities to be installed by the Cooperative shall remain the property of the Cooperative, and the Developer hereby grants to the Cooperative the right to enter upon the premises for the installation, maintenance, and/or removal thereof.
4. The Cooperative shall be responsible for maintenance of the street lighting system, but the Developer shall be responsible for notifying the Cooperative of any burnouts or defects in the street lighting fixtures.

5. If the Developer desires relocation of a street lighting fixture or any related facilities, the Developer shall pay a reasonable relocation charge to cover the actual cost of required labor and materials and this charge shall be paid to the Cooperative prior to commencement of the relocation work.
  
6. Except as otherwise stated in this contract, the subdivision street lighting service shall be provided by the Cooperative in accordance with its applicable Service Rules and Regulations, as amended from time to time.

IN WITNESS WHEREOF the parties have executed this contract on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

	BY: _____
	ITS: _____
	Mid-Carolina Electric Cooperative, Inc.
	BY: _____
	ITS: _____



**STATE OF SOUTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

**AGREEMENT FOR UNDERGROUND SERVICE IN  
AN ALL ELECTRIC DEVELOPMENT**

THIS AGREEMENT FOR UNDERGROUND SERVICE (this "Agreement") is made and entered into by and between MID-CAROLINA ELECTRIC COOPERATIVE, INC., a South Carolina non-profit corporation (hereinafter referred to as the "Cooperative"), whose address is Post Office Box 669, Lexington, South Carolina, and \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as the "Developer").

**WHEREAS**, the Developer is developing a subdivision known as \_\_\_\_\_ on a tract of land owned by the Developer located in \_\_\_\_\_ County and generally described as follows: \_\_\_\_\_ acres, more or less, to be divided into approximately \_\_\_\_\_ proposed single residential lots as shown on a plat prepared by \_\_\_\_\_, dated \_\_\_\_\_; this being the same or a portion of the same property shown on the County Tax Map as Parcel \_\_\_\_\_; all as more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Development" or "Property"); and

**WHEREAS**, the Cooperative is willing to install underground electric service facilities in the Development for its usual facilities charge for such installation in accord with the terms, provisions and conditions as hereinafter set forth in this Agreement. The facilities charge is \$\_\_\_\_\_ per lot.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the sum of \$10.00 paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement covenant and agree as follows:

1. The Cooperative shall install and maintain underground electric service facilities within the above-described Development. The Cooperative shall begin work installing its facilities within twelve (12) months of the signing date. If for any reason work does not begin in that time period, then this Agreement is null and void unless renewed by the Parties through a written amendment.
2. Subject to the provisions of paragraphs three (3) through eleven (11) hereof, the Cooperative will charge \$\_\_\_\_\_ per lot for the installation of underground electric service facilities within the Development pursuant to the Cooperative's Service Rules and Regulations, SRR 103, which is incorporated and made a part of this Agreement by reference. All charges are one time, nonrefundable contributions, payable in cash or by credit arrangements satisfactory to the Cooperative. These charges are due prior to the Cooperative beginning installation under this contract or upon demand by the Cooperative. Further, the Cooperative will not commence electric service to any temporary service, dwelling, building or other structure located in the Development until the amounts owed are paid in full along with any interest, costs or attorneys' fees due.
3. The Developer shall permit electricity furnished by the Cooperative to be the only source of purchased energy for all dwellings, buildings or other structures that may be erected or placed within the Development or any property within the Development. The Developer shall be solely responsible for ensuring full compliance with the provisions of this paragraph.

4. If the Developer should use or permit to be used any purchased energy source or provider other than electricity furnished by the Cooperative in any dwelling, building, or other structure to be located within the Development, then the Developer shall immediately owe and pay to the Cooperative an additional amount equal to \$\_\_\_\_\_ per lot in the Development. These charges are due immediately upon non-electric energy sources entering the Development. These charges, along with any applicable interest, costs or attorneys' fees must be paid before the Cooperative will commence additional electric service or temporary electric service to structures in the Development.
5. If rock, loose sand or other unusual conditions in the soil are encountered by the Cooperative in the installation of its underground electric facilities to the extent that the total required trenching work cannot be accomplished by use of its usual and standard trenching equipment, and the cost of this trenching work exceeds 105% of the total standard trenching cost which is \$\_\_\_\_\_ per foot for primary, \$\_\_\_\_\_ per foot for secondary and \$\_\_\_\_\_ per foot for street lighting, then the Developer shall promptly reimburse and pay to the Cooperative the full amount of the additional installation cost incurred by the Cooperative as a result of such conditions. Also, if any other special or unusual conditions on the property, (including but not limited to, high water tables, abrupt changes in grade levels, stream crossings, unusually rough terrain, unusual layout of development, unusually long distances between structures, voltage requirements other than 120/240 volts AC, single phase, or any quantity, size, or shape of subdivided lots) cause the installation cost of underground facilities to exceed that of standard overhead facilities then the Developer shall promptly reimburse and pay to the Cooperative the full amount of any additional installation cost incurred by the Cooperative as result of any such conditions. Before any charges are incurred by the Developer under this paragraph, the Cooperative must first promptly notify the Developer.
6. Construction of the Development, including dwellings, buildings, and other structures located thereon, shall be coordinated with the Cooperative's installation of underground electric facilities to permit the installation of such facilities at proper depth after final grade levels have been established within the Development and before streets, curbs, structures or other obstructions are constructed on the Property. The Developer shall promptly reimburse and pay to the Cooperative any additional installation cost incurred by the Cooperative as a result of any one or more of the following conditions or circumstances: (1) the existence of streets, curbs, structures or other obstructions within the Development prior to installation of the Cooperative's underground electric facilities or (2) any change in final grade levels within the Development after installation of the Cooperative's underground electric facilities has begun, or (3) any requirements of the Developer for installation of the Cooperative's underground electric facilities prior to establishment of final grade levels within the Development. In the event the electric distribution system is installed and grade levels or lot lines are changed, the owner or developer will duly pay to the Cooperative the cost incurred for relocation of electric facilities to accommodate this change.
7. The type of construction and the location of the electric distribution system will be at the option of the Cooperative with a documented drawing of the facilities approved by the Developer prior to installation. Any changes the Developer desires in either location or type of construction after installation will be made only upon the Developer paying to the Cooperative the estimated additional cost to be incurred for the changes. The Developer will properly install any and all road crossings required by the Cooperative to provide electric service. The Cooperative will not be responsible for problems resulting from improperly installed road crossings. The Developer understands that when activities require an NPDES general permit for storm water discharge, the Cooperative will work as a "contractor" under the Developer's permit for installation of the underground electric facilities. Any previous rights of way or easements for an existing overhead or underground electric line that may run over, upon or under the Developer's property will be relocated or removed at the discretion of the Cooperative with any cost incurred for removal or relocation to be paid by the owner or developer. The Developer will be required to grant or obtain all necessary rights-of-way or easements at the Developer's expense.

8. Installation of electric facilities must be coordinated and installed in a timely manner before shrubs, trees, grass sod or hydro-seed is installed and it is the responsibility of the Developer to coordinate this with the Cooperative and the Developer will hold the Cooperative or its sub-contractors harmless and defend them against any claims for such damage.
9. Should the Developer fail to pay upon demand by the Cooperative any amount due under this Agreement, interest will accrue thereon at one and one half percent (1-1/2%) per month until paid along with costs of any collection efforts required by Developer's non-payment including the Cooperative's reasonable attorneys' fees incurred collecting the amount due.
10. Should the average amount of primary cable required for the lots in the subdivision require more than 100 feet of primary underground cable per lot, Developer shall pay immediately upon demand by the Cooperative \$\_\_\_\_\_ per foot in excess of 100 feet times the number of lots to the Cooperative.
11. This Agreement shall run with the land and be binding upon the Developer and all successors, lessees and assigns and all subsequent occupiers, users and owners of any property within the Development.
12. This Agreement, the incorporated SRR 103, and the exhibits to this Agreement constitute the entire understanding between the parties with respect to the subject matter hereof, and all prior or contemporaneous understandings, representations, and statements (oral or written) are merged into this Agreement. This Agreement cannot be changed, modified, amended, terminated or any provision hereof waived except by an instrument in writing signed by the parties.
13. This Agreement shall be governed by the laws of the State of South Carolina.
14. This Agreement may be executed in one or more counterparts and that each such counterpart shall constitute an original and all of such counterparts together shall constitute one Resolution.

**IN WITNESS THEREOF**, the parties have signed and executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**WITNESS:** \_\_\_\_\_,  
a South Carolina \_\_\_\_\_

\_\_\_\_\_  
Witness Number 1 By: \_\_\_\_\_

\_\_\_\_\_  
Witness Number 2 Its: \_\_\_\_\_

**WITNESS:** MID-CAROLINA ELECTRIC COOPERATIVE, INC., a South Carolina Non-Profit Corporation

\_\_\_\_\_  
Witness Number 1 By: \_\_\_\_\_

\_\_\_\_\_  
Witness Number 2 Its: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, a notary public for South Carolina, do hereby certify that \_\_\_\_\_, a \_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where official seal is required by law) official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
Signature of Notary Public  
My Commission Expires:\_\_\_\_\_

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

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, a notary public for South Carolina, do hereby certify that Mid-Carolina Electric Cooperative, Inc., a South Carolina non-profit corporation, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where official seal is required by law) official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
Signature of Notary Public  
My Commission Expires:\_\_\_\_\_

**EXHIBIT A**

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

**AGREEMENT FOR UNDERGROUND SERVICE FOR A NON-ALL-ELECTRIC DEVELOPMENT**

THIS AGREEMENT FOR UNDERGROUND SERVICE (this "Agreement") is made and entered into by and between MID-CAROLINA ELECTRIC COOPERATIVE, INC., a South Carolina non-profit corporation (hereinafter referred to as the "Cooperative"), whose address is Post Office Box 669, Lexington, South Carolina, and \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as the "Developer").

**WHEREAS**, the Developer is developing a subdivision known as \_\_\_\_\_ on a tract of land owned by the Developer located in \_\_\_\_\_ County and generally described as follows: \_\_\_\_\_ acres, more or less, to be divided into approximately \_\_\_\_\_ proposed single residential lots as shown on a plat prepared by \_\_\_\_\_, dated \_\_\_\_\_; this being the same or a portion of the same property shown on the County Tax Map as Parcel \_\_\_\_\_; all as more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Development" or "Property"); and

**WHEREAS**, the Cooperative is willing to install underground electric service facilities in the Development for its usual facilities charge for such installation in accord with the terms, provisions and conditions as hereinafter set forth in this Agreement. The facilities charge is \$\_\_\_\_\_ per lot.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the sum of \$10.00 paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement covenant and agree as follows:

1. The Cooperative shall install and maintain underground electric service facilities within the above-described Development. The Cooperative shall begin work installing its facilities within twelve (12) months of the signing date. If for any reason work does not begin in that time period, then this Agreement is null and void and all charges, less engineering expenses, shall be refunded unless the Agreement is renewed by the Parties through a written amendment.
2. Subject to the provisions of paragraphs three (3) through ten (10) hereof, the Cooperative will charge \$\_\_\_\_\_ per lot for the installation of underground electric service facilities within the Development pursuant to the Cooperative's Service Rules and Regulations, SRR 103, which is incorporated and made a part of this Agreement by reference. All charges are one time contributions, payable in cash or by credit arrangements satisfactory to the Cooperative. These charges are due prior to the Cooperative beginning installation under this contract or upon demand by the Cooperative and are nonrefundable once installation has begun. Further, the Cooperative will not commence electric service to any temporary service, dwelling, building or other structure located in the Development until the amounts owed are paid in full along with any interest, costs or attorneys' fees due.
3. If rock, loose sand or other unusual conditions in the soil are encountered by the Cooperative in the installation of its underground electric facilities to the extent that the total required trenching work cannot be accomplished by use of its usual and standard trenching equipment, and the cost of this trenching work exceeds 105% of the total standard trenching cost which is \$\_\_\_\_\_ per foot for primary, \$\_\_\_\_\_ per foot for secondary and \$\_\_\_\_\_ per foot for street lighting, then the Developer shall promptly reimburse and pay to the Cooperative the full amount of the additional installation cost incurred by the Cooperative as a result of such conditions. Also, if any other special or unusual conditions on the property, (including but not limited to, high water tables, abrupt changes in grade levels, stream crossings,

unusually rough terrain, unusual layout of development, unusually long distances between structures, voltage requirements other than 120/240 volts AC, single phase, or any quantity, size, or shape of subdivided lots) cause the installation cost of underground facilities to exceed that of standard overhead facilities then the Developer shall promptly reimburse and pay to the Cooperative the full amount of any additional installation cost incurred by the Cooperative as result of any such conditions. Before any charges are incurred by the Developer under this paragraph, the Cooperative must first promptly notify the Developer.

4. Construction of the Development, including dwellings, buildings, and other structures located thereon, shall be coordinated with the Cooperative's installation of underground electric facilities to permit the installation of such facilities at proper depth after final grade levels have been established within the Development and before streets, curbs, structures or other obstructions are constructed on the Property. The Developer shall promptly reimburse and pay to the Cooperative any additional installation cost incurred by the Cooperative as a result of any one or more of the following conditions or circumstances: (1) the existence of streets, curbs, structures or other obstructions within the Development prior to installation of the Cooperative's underground electric facilities or (2) any change in final grade levels within the Development after installation of the Cooperative's underground electric facilities has begun, or (3) any requirements of the Developer for installation of the Cooperative's underground electric facilities prior to establishment of final grade levels within the Development. In the event the electric distribution system is installed and grade levels or lot lines are changed, the owner or developer will duly pay to the Cooperative the cost incurred for relocation of electric facilities to accommodate this change.
5. The type of construction and the location of the electric distribution system will be at the option of the Cooperative with a documented drawing of the facilities approved by the Developer prior to installation. Any changes the Developer desires in either location or type of construction after installation will be made only upon the Developer paying to the Cooperative the estimated additional cost to be incurred for the changes. The Developer will properly install any and all road crossings required by the Cooperative to provide electric service. The Cooperative will not be responsible for problems resulting from improperly installed road crossings. The Developer understands that when activities require an NPDES general permit for storm water discharge, the Cooperative will work as a "contractor" under the Developer's permit for installation of the underground electric facilities. Any previous rights of way or easements for an existing overhead or underground electric line that may run over, upon or under the Developer's property will be relocated or removed at the discretion of the Cooperative with any cost incurred for removal or relocation to be paid by the owner or developer. The Developer will be required to grant or obtain all necessary rights-of-way or easements at the Developer's expense.
6. Installation of electric facilities must be coordinated and installed in a timely manner before shrubs, trees, grass sod or hydro-seed is installed and it is the responsibility of the Developer to coordinate this with the Cooperative and the Developer will hold the Cooperative or its sub-contractors harmless and defend them against any claims for such damage to shrubs, trees, grass sod or hydro-seed during the installation of electric facilities.
7. Should the Developer fail to pay upon demand by the Cooperative any amount due under this Agreement, interest will accrue thereon at one and one half percent (1-1/2%) per month until paid along with costs of any collection efforts required by Developer's non-payment including the Cooperative's reasonable attorneys' fees incurred collecting the amount due.
8. Should the average amount of primary cable required for the lots in the subdivision require more than 100 feet of primary underground cable per lot, Developer shall pay immediately upon demand by the Cooperative \$\_\_\_\_\_ per foot in excess of 100 feet times the number of lots to the Cooperative.

9. After any dwelling, building, or other structure has been occupied for twelve calendar months and has its only source of purchased energy electricity furnished by the Cooperative, the Cooperative will refund to Developer a per lot amount of \$\_\_\_\_\_ for the lot occupied by the dwelling, building or other structure upon request by the Developer.
10. This Agreement shall run with the land and be binding upon the Developer and all successors, lessees and assigns and all subsequent occupiers, users and owners of any property within the Development.
11. This Agreement, the incorporated SRR 103, and the exhibits to this Agreement constitute the entire understanding between the parties with respect to the subject matter hereof, and all prior or contemporaneous understandings, representations, and statements (oral or written) are merged into this Agreement. This Agreement cannot be changed, modified, amended, terminated or any provision hereof waived except by an instrument in writing signed by the parties.
12. This Agreement shall be governed by the laws of the State of South Carolina.
13. This Agreement may be executed in one or more counterparts and that each such counterpart shall constitute an original and all of such counterparts together shall constitute one Resolution.

**IN WITNESS THEREOF**, the parties have signed and executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**WITNESS:** \_\_\_\_\_,  
a South Carolina \_\_\_\_\_

\_\_\_\_\_  
Witness Number 1 By: \_\_\_\_\_

\_\_\_\_\_  
Witness Number 2 Its: \_\_\_\_\_

**WITNESS:** MID-CAROLINA ELECTRIC COOPERATIVE, INC., a South Carolina Non-Profit Corporation

\_\_\_\_\_  
Witness Number 1 By: \_\_\_\_\_

\_\_\_\_\_  
Witness Number 2 Its: \_\_\_\_\_



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

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, a notary public for South Carolina, do hereby certify that \_\_\_\_\_, a \_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where official seal is required by law) official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
Signature of Notary Public  
My Commission Expires:\_\_\_\_\_

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

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, a notary public for South Carolina, do hereby certify that Mid-Carolina Electric Cooperative, Inc., a South Carolina non-profit corporation, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where official seal is required by law) official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
Signature of Notary Public  
My Commission Expires:\_\_\_\_\_

**EXHIBIT A**

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

**UTILITY EASEMENT AND RIGHT OF WAY  
FROM DEVELOPER**

THIS UTILITY EASEMENT AND RIGHT OF WAY (this “Agreement”), is made to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, a South Carolina \_\_\_\_\_, with an address of \_\_\_\_\_, \_\_\_\_\_, South Carolina \_\_\_\_\_ (hereinafter called “Grantor”), and MID-CAROLINA ELECTRIC COOPERATIVE, INC., a South Carolina non-profit corporation, having an address of Post Office Box 669, Lexington, South Carolina 29071 (hereinafter collectively called “MCEC”).

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS THAT, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received from MCEC, the receipt and legal sufficiency of which is hereby acknowledged, Grantor, being the owner of land situate in the County of \_\_\_\_\_, State of South Carolina more particularly described as \_\_\_\_\_ Subdivision, containing \_\_\_\_\_ acres to be divided into \_\_\_\_\_ single residential lots as shown on a plat prepared by \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ and being the same property shown on the \_\_\_\_\_ County tax map as parcel \_\_\_\_\_; and shown as **Exhibit A** attached hereto and made a part hereof (the “Grantor Property”), hereby grants, bargains, sells, aliens, and conveys to MCEC, its successors, licensees and assigns, the exclusive right to place, install, construct, replace, alter, maintain, patrol, use, utilize, rebuild, inspect, repair, remove, and operate one or more overhead or underground lines for the transmission and distribution of electric energy, communications, television, voice or data transmission and distribution or similar purposes, consisting of any or all of the following: supporting structures, poles, crossarms, overhead and underground conductors, overhead or underground wires and cables (including fiber optic cable), communication wires, overhead and underground lightning protective wires, guys, push braces, fencing, transformers and other necessary apparatus and appliances and other accessory apparatus and equipment deemed by MCEC, its successors, licensees, or assigns to be necessary therefore, and to be accomplished in a reasonable manner upon, over, across and under said land along the said street or highway and/or on the land described as follows:

The right of way easement shall be \_\_\_\_\_ (--) feet in width along all property lines in development as shown in **Exhibit A** attached hereto and incorporated herein by reference, this being a portion of the Grantor Property.

Together also with the right from time to time to install, maintain, and inspect said lines, install guy wires and anchors extending beyond the limits of the right-of-way strip when determined necessary by MCEC, its successors, licensees, or assigns, to perform necessary maintenance and repairs, make alterations and additions thereto.

Together also with the right from time to time to redesign, rebuild, or alter said lines and to install such additional lines, apparatus and equipment as MCEC, its successors, licensees, or assigns, may at any time deem necessary, and the right to remove any line or any part thereof.

MCEC shall also have the right to trim, cut or remove trees, underbrush, and other obstructions that are within \_\_\_\_\_ (\_\_\_\_\_) feet of any wire strung on said lines or any underground cable, and to trim or remove and to keep trimmed or removed (i) trees of any species that MCEC determines will grow at

maturity to a height that will endanger the proper maintenance and operation of said lines, and (ii) dead, diseased, weak or leaning trees or limbs outside the right-of-way strip which, in the opinion of MCEC, might interfere with or fall upon the electric, communication, or pipeline facilities within the right-of-way and easement; provided however, any damage to the property of Grantor (other than that caused by said trimming, cutting or removing) caused by MCEC in maintaining or repairing said lines, shall be borne by MCEC. Furthermore, Grantor shall not construct or erect any building or other structure within the easement areas.

Together also with the right of entry, ingress, and egress upon, over, and across the Grantor Property for all of the purposes aforesaid.

Together also with all rights of ingress and egress necessary for the full and complete use, occupancy, and enjoyment of the easement hereby granted and all rights and privileges incident thereto.

TO HAVE AND TO HOLD the aforesaid rights by MCEC, its successors, licensees, and assigns, forever.

AND Grantor does hereby warrant and forever defend the above granted rights against himself or herself and his or her heirs, executors, personal representatives and administrators, legal representatives, and successors and assigns, and all other persons whomsoever, lawfully claiming, or to claim, the same or any part thereof. Grantor represents, warrants, and covenants that it has full power and authority to undertake and execute this Agreement.

This Agreement shall run with the land and the provisions of this Agreement shall be binding upon and be enforceable against and shall inure to the benefit of Grantor and MCEC and their respective heirs, executors, personal administrators and representatives, legal representatives, licensees, successors, successors-in-title, and assigns. The easement and rights created by this Agreement are appurtenant and may not be transferred, assigned, or encumbered except as an appurtenant easement. The words "Grantor" and "MCEC" shall include their heirs, executors, personal administrators and representatives, legal representatives, licensees, successors and assigns, as the case may be. The word "MCEC" shall also include MCEC's successors and assigns and its wholly or partially owned subsidiaries. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect to which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Grantor has caused this Utility Easement and Right-Of-Way to be duly executed, sealed, and delivered by its duly and validly authorized representative or officer effective as of the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

\_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Witness Number 1

By: \_\_\_\_\_ (SEAL)

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Number 2

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

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, a Notary Public for South Carolina, do hereby certify that \_\_\_\_\_, a \_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where official seal is required by law) official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_(SEAL)  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Depiction of the Grantor Property**

**LEGAL DESCRIPTION:**

**DERIVATION:**

**TAX MAP NUMBER:**

Grantor's Initials \_\_\_\_\_  
Witness No. 1 Initials \_\_\_\_\_  
Witness No. 2 Initials \_\_\_\_\_

**EXHIBIT A**

**Depiction and Description of Right-of-Way and Easement**

Grantor's Initials \_\_\_\_\_  
Witness No. 1 Initials \_\_\_\_\_  
Witness No. 2 Initials \_\_\_\_\_

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

**UTILITY EASEMENT AND RIGHT OF WAY  
FROM OWNER  
(WITH INDEMNIFICATION CLAUSE)**

THIS UTILITY EASEMENT AND RIGHT OF WAY (this “Agreement”), is made to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, an individual resident of the State of South Carolina, with an address of \_\_\_\_\_, \_\_\_\_\_, South Carolina \_\_\_\_\_ (hereinafter called “Grantor”), and MID-CAROLINA ELECTRIC COOPERATIVE, INC., a South Carolina non-profit corporation, having an address of Post Office Box 669, Lexington, South Carolina 29071 (hereinafter collectively called “MCEC”).

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS THAT, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received from MCEC, the receipt and legal sufficiency of which is hereby acknowledged, Grantor, being the owner of land situate in the County of \_\_\_\_\_, State of South Carolina more particularly described as that certain piece, parcel, or lot of land containing \_\_\_\_\_ acres as shown on the \_\_\_\_\_ County tax map as Parcel \_\_\_\_\_ and being the same property shown on a deed recorded at the \_\_\_\_\_ County Register of Deeds office at Deed Book \_\_\_\_page \_\_\_\_; and shown on Exhibit A attached hereto and made a part hereof (the “Grantor Property”), hereby grants, bargains, sells, aliens, and conveys to MCEC, its successors, licensees and assigns, the exclusive right to place, install, construct, replace, alter, maintain, patrol, use, utilize, rebuild, inspect, repair, remove, and operate one or more overhead or underground lines for the transmission and distribution of electric energy, communications, television, voice or data transmission and distribution or similar purposes, consisting of any or all of the following: supporting structures, poles, crossarms, overhead and underground conductors, overhead or underground wires and cables (including fiber optic cable), communication wires, overhead and underground lightning protective wires, guys, push braces, fencing, transformers and other necessary apparatus and appliances and other accessory apparatus and equipment deemed by MCEC, its successors, licensees, or assigns, to be necessary therefore; and to be accomplished in a reasonable manner upon, over, across and under said land along the said street or highway and/or on the land described as follows:

The right of way easement shall be \_\_\_\_\_ feet in width as shown on Exhibit A attached hereto and incorporated herein by reference, this being a portion of the Grantor Property.

Together also with the right from time to time to install, maintain, and inspect said lines, install guy wires and anchors extending beyond the limits of the right-of-way strip when determined necessary by MCEC, its successors, licensees, or assigns, to perform necessary maintenance and repairs, make alterations and additions thereto.

Together also with the right from time to time to redesign, rebuild, or alter said lines and to install such additional lines, apparatus and equipment as MCEC, its successors, licensees, or assigns, may at any time deem necessary, and the right to remove any line or any part thereof.

MCEC shall also have the right to trim, cut or remove trees, underbrush, and other obstructions that are within ten (10) feet of any wire strung on said lines or any underground cable, and to trim or remove and to keep trimmed or removed (i) trees of any species that MCEC determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines, and (ii) dead, diseased, weak or leaning trees or limbs outside the right-of-way strip which, in the opinion of MCEC, might interfere with



or fall upon the electric, communication, or pipeline facilities within the right-of-way and easement; provided however, any damage to the property of Grantor (other than that caused by said trimming, cutting or removing) caused by MCEC in maintaining or repairing said lines, shall be borne by MCEC. Furthermore, Grantor shall not construct or erect any building or other structure within the easement areas.

Together also with the right of entry, ingress, and egress upon, over, and across the Grantor Property for all of the purposes aforesaid.

Together also with all rights of ingress and egress necessary for the full and complete use, occupancy, and enjoyment of the easement hereby granted and all rights and privileges incident thereto.

TO HAVE AND TO HOLD the aforesaid rights by MCEC, its successors, licensees, and assigns, forever.

AND Grantor does hereby warrant and forever defend the above granted rights against himself or herself and his or her heirs, executors, personal representatives and administrators, legal representatives, and successors and assigns, and all other persons whomsoever, lawfully claiming, or to claim, the same or any part thereof.

This Agreement shall run with the land and the provisions of this Agreement shall be binding upon and be enforceable against and shall inure to the benefit of Grantor and MCEC and their respective heirs, executors, personal administrators and representatives, legal representatives, licensees, successors, successors-in-title, and assigns. The easement and rights created by this Agreement are appurtenant and may not be transferred, assigned, or encumbered except as an appurtenant easement. The words "Grantor" and "MCEC" shall include their heirs, executors, personal administrators and representatives, legal representatives, licensees, successors and assigns, as the case may be. The word "MCEC" shall also include MCEC's successors and assigns and its wholly or partially owned subsidiaries. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect to which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

GRANTEE agrees to indemnify, defend and hold harmless Grantor and its successors from and against any and all actions, claims, lawsuits, demands or prosecutions that may be brought or instituted against a Grantor, and all consequent damages, liabilities, costs and expenses (including reasonable attorneys' fees) by reason of property damages, personal injury, illness or death to any person arising out of or connected with exercise of the exclusive right granted above.

IN WITNESS WHEREOF, Grantor has caused this Utility Easement and Right-Of-Way to be duly executed, sealed, and delivered effective as of the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

\_\_\_\_\_ (Sealed)

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

\_\_\_\_\_  
Witness Number 1

\_\_\_\_\_  
Witness Number 2

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

)  
)

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ an individual resident of the State of South Carolina, personally appeared before me this day and along with \_\_\_\_\_ acknowledge the due execution of the foregoing instrument.

Witness my hand and seal (where official seal if required by law) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
1<sup>st</sup> witness signature

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

\_\_\_\_\_(SEAL)  
Signature of Notary Public

My Commission Expires:\_\_\_\_\_

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

**UTILITY EASEMENT AND RIGHT OF WAY  
FROM OWNER**

THIS UTILITY EASEMENT AND RIGHT OF WAY (this "Agreement"), is made to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between \_\_\_\_\_, an individual resident of the State of South Carolina, with an address of \_\_\_\_\_, \_\_\_\_\_, South Carolina \_\_\_\_\_ (hereinafter called "Grantor"), and MID-CAROLINA ELECTRIC COOPERATIVE, INC., a South Carolina non-profit corporation, having an address of Post Office Box 669, Lexington, South Carolina 29071 (hereinafter collectively called "MCEC").

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS THAT, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received from MCEC, the receipt and legal sufficiency of which is hereby acknowledged, Grantor, being the owner of land situate in the County of \_\_\_\_\_, State of South Carolina more particularly described as that certain piece, parcel, or lot of land containing \_\_\_\_\_ acres as shown on the \_\_\_\_\_ County tax map as Parcel \_\_\_\_\_ and being the same property shown on a deed recorded at the \_\_\_\_\_ County Register of Deeds office at Deed Book \_\_\_\_\_ page \_\_\_\_\_; and shown on **Exhibit A** attached hereto and made a part hereof (the "Grantor Property"), hereby grants, bargains, sells, aliens, and conveys to MCEC, its successors, licensees and assigns, the exclusive right to place, install, construct, replace, alter, maintain, patrol, use, utilize, rebuild, inspect, repair, remove, and operate one or more overhead or underground lines for the transmission and distribution of electric energy, communications, television, voice or data transmission and distribution or similar purposes, consisting of any or all of the following: supporting structures, poles, crossarms, overhead and underground conductors, overhead or underground wires and cables (including fiber optic cable), communication wires, overhead and underground lightning protective wires, guys, push braces, fencing, transformers and other necessary apparatus and appliances and other accessory apparatus and equipment deemed by MCEC, its successors, licensees, or assigns, to be necessary therefore; and to be accomplished in a reasonable manner upon, over, across and under said land along the said street or highway and/or on the land described as follows:

The right of way easement shall be \_\_\_\_\_ feet in width as shown on **Exhibit A** attached hereto and incorporated herein by reference, this being a portion of the Grantor Property.

Together also with the right from time to time to install, maintain, and inspect said lines, install guy wires and anchors extending beyond the limits of the right-of-way strip when determined necessary by MCEC, its successors, licensees, or assigns, to perform necessary maintenance and repairs, make alterations and additions thereto.

Together also with the right from time to time to redesign, rebuild, or alter said lines and to install such additional lines, apparatus and equipment as MCEC, its successors, licensees, or assigns, may at any time deem necessary, and the right to remove any line or any part thereof.

MCEC shall also have the right to trim, cut or remove trees, underbrush, and other obstructions that are within ten (10) feet of any wire strung on said lines or any underground cable, and to trim or remove and to keep trimmed or removed (i) trees of any species that MCEC determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines, and (ii) dead, diseased, weak or leaning trees or limbs outside the right-of-way strip which, in the opinion of MCEC, might interfere with or fall upon the electric, communication, or pipeline facilities within the right-of-way and easement; provided however, any damage to the property of Grantor (other than that caused by said trimming, cutting or removing) caused by MCEC in maintaining or repairing said lines, shall be borne by MCEC. Furthermore, Grantor shall not construct or erect any building or other structure within the easement areas.

Together also with the right of entry, ingress, and egress upon, over, and across the Grantor Property for all of the purposes aforesaid.

Together also with all rights of ingress and egress necessary for the full and complete use, occupancy, and enjoyment of the easement hereby granted and all rights and privileges incident thereto.

TO HAVE AND TO HOLD the aforesaid rights by MCEC, its successors, licensees, and assigns, forever.

AND Grantor does hereby warrant and forever defend the above granted rights against himself or herself and his or her heirs, executors, personal representatives and administrators, legal representatives, and successors and assigns, and all other persons whomsoever, lawfully claiming, or to claim, the same or any part thereof.

This Agreement shall run with the land and the provisions of this Agreement shall be binding upon and be enforceable against and shall inure to the benefit of Grantor and MCEC and their respective heirs, executors, personal administrators and representatives, legal representatives, licensees, successors, successors-in-title, and assigns. The easement and rights created by this Agreement are appurtenant and may not be transferred, assigned, or encumbered except as an appurtenant easement. The words "Grantor" and "MCEC" shall include their heirs, executors, personal administrators and representatives, legal representatives, licensees, successors and assigns, as the case may be. The word "MCEC" shall also include MCEC's successors and assigns and its wholly or partially owned subsidiaries. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect to which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Grantor has caused this Utility Easement and Right-Of-Way to be duly executed, sealed, and delivered effective as of the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness Number 1

\_\_\_\_\_  
Witness Number 2

\_\_\_\_\_  
Print Name: \_\_\_\_\_ (Sealed)

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

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ an individual resident of the State of South Carolina, personally appeared before me this day and along with \_\_\_\_\_ acknowledge the due execution of the foregoing instrument.

Witness my hand and seal (where official seal if required by law) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
1<sup>st</sup> witness signature

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

\_\_\_\_\_(SEAL)  
Signature of Notary Public

My Commission Expires:\_\_\_\_\_

**MID-CAROLINA ELECTRIC COOPERATIVE, INC.**

**CONTRACT FOR THE INSTALLATION OF SECURITY LIGHTING**

Mid-Carolina Electric Cooperative, Inc. agrees to install <<Lights>> <<Size>> watt <<Type>> security lights at <<Location>> for a charge of <<Charge>> per month per light.

It is understood that the above charge is based on the current rate schedule and is subject to change or modification by Mid-Carolina Electric Cooperative, Inc. if deemed appropriate, but not before approval by its Board of Trustees and the Rural Utility Service in Washington, D.C.

Mid-Carolina Electric Cooperative, Inc. will perform any necessary maintenance on these lights when notified by the property owner that a light(s) is in need of repair. Repairs will be completed as soon as possible depending on the Cooperative's workload and weather conditions.

If the property owner(s) should cancel electric service or the use of any or all of these security lights within a twenty-four(24) month period, it is agreed that a payment to cover the unpaid portion of a two-year (2) billing period for the lighting service will be made to the Cooperative.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Property Owner or Legal Representative

Witness \_\_\_\_\_

# MID-CAROLINA ELECTRIC COOPERATIVE, INC.

## AGREEMENT FOR OUTDOOR LIGHTING SERVICE

**THIS AGREEMENT**, made on or as of \_\_\_\_\_, 20\_\_\_\_, by and between Mid-Carolina Electric Cooperative, Inc., whose principal office is located in Lexington, SC (hereafter referred to as the "Cooperative"); and Ballentine Crossing, LLC (account name), \_\_\_\_\_ (account number), \_\_\_\_\_ (customer ID number), \_\_\_\_\_ (geographic location number), whose address is \_\_\_\_\_ (hereafter referred to as "Customer," and sometimes referred to as "his");

### WITNESSETH

The Cooperative shall supply, install and maintain the below specified number of automatically controlled dusk-to-dawn lighting fixtures on Cooperative owned poles, all as shown and specified on Attachment 1(drawing of locations for lights).

#### 1. *Service Characteristics and Rate*

(a) The number, type, size, rate per unit, rate schedule and monthly charge shall be as follows:

QUANTITY	TYPE AND SIZE	RATE SCHEDULE	RATE PER UNIT	MONTHLY CHARGE
74	100W HPS Decorative Spec C		\$18.50	\$1369.00
CUSTOMER AGREES TO PAY TOTAL MONTHLY CHARGE OF				\$1369.00

(b) Customer is responsible for all applicable taxes in addition to the charges, including the Cooperatives Monthly Adjustment Factor (MAF), as described in the rate schedule and agreed upon in paragraph 1(a).

(c) Customer agrees that the above stated monthly rates are subject to change from time to time by the Cooperative and the Customer agrees to pay any change in the stated monthly rates. The customer will be notified of any rate change.

#### 2. *Conditions of Service and Other Charges*

(a) The equipment and facilities installed by the Cooperative shall remain the property of the Cooperative, and the Customer hereby grants to the Cooperative the right to enter the Customer's premises for the installation, maintenance and removal of such equipment or facilities.

(b) It is the responsibility of the Customer to notify the Cooperative of any burnout or defect in the lamps or equipment. The Cooperative will maintain the lighting equipment at no additional cost to the Customer. However, the Customer may, at the sole option of the Cooperative, be required to reimburse the Cooperative for the cost of any such maintenance work which is required because of customer negligence or vandalism.

- (c) Any contribution-in-aid of construction required by the Cooperative for unusual conditions (transformers, road bores, lengthy spans, etc.) shall be paid in full by the Customer in advance of actual installation. Any required contribution-in-aid of construction is attached and incorporated as Exhibit 2 to this Agreement.
- (d) If the Customer desires relocation of a light, a charge will be billed to the Customer for the actual cost of relocation, both labor and materials. This charge is to be paid before the commencement of the relocation.

3. ***Term***

This contract shall be for a minimum initial term of five (5) years from the commencement of service and shall continue thereafter until terminated by either party by written notice thirty (30) days prior to termination. During the initial term of this contract, the Customer may terminate said contract by paying to the Cooperative in one lump sum, the total amount of charges which would be payable during the remainder of the initial term of service. The Customer may also assign the remainder of the contract to another party, with written consent of both that party and of the Cooperative.

4. ***Default***

In the event Customer does not timely pay the full amount due under this Agreement and Cooperative must take action to collect that amount, the Cooperative is entitled to collect its costs of collection, reasonable attorneys' fees, and costs of litigation actually incurred in addition to the amount owed by Customer under this Agreement.

***IN WITNESS WHEREOF***, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

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

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

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

Title: \_\_\_\_\_

Mid-Carolina Electric Cooperative, Inc.

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

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

Title: \_\_\_\_\_

**ATTACHMENT 1**

SCHEDULE OF POLES AND FIXTURES  
 [To be completed on a case-by-case basis]



STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

**AGREEMENT FOR LINE AND  
EQUIPMENT UPGRADE  
(OR EXTENSION)**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Mid-Carolina Electric Cooperative, Inc. (“Cooperative”) and \_\_\_\_\_ [Name and address] (“Customer”) for the upgrade of electrical line and equipment.

1. Customer requested the Cooperative upgrade electrical line and equipment from \_\_\_\_\_ to \_\_\_\_\_ to provide three-phase service or other upgrades or extensions to Customer at \_\_\_\_\_.
2. Cooperative currently does not plan to upgrade the electrical line and equipment as part of its Long Range Plan.
3. **Attachment A** reflects the Cooperative’s cost for upgrading the line and equipment.
4. Customer agrees to pay \$\_\_\_\_\_ as reflected on **Attachment A** to Cooperative on or before \_\_\_\_\_. If the actual cost of this upgrade or extension cost is less than this estimate, the Cooperative will refund the difference to the Customer.
5. Upon receipt of payment, Cooperative will schedule and perform the upgrade or extension work.
6. Customer is responsible for purchase and installation of any equipment necessary for Customer to use three-phase electrical service or other upgraded service.
7. If rock, loose sand or other unusual conditions (including but not limited to, high water tables, abrupt changes in grade levels, or stream crossings) are encountered by the Cooperative in the installation of its electric facilities to the extent that the total required work cannot be accomplished by use of its usual and standard equipment, then the Customer shall promptly reimburse and pay to the Cooperative the extra cost incurred as a result of such conditions. Before any charges are incurred by the Customer under this paragraph, the Cooperative must first promptly notify the Customer when any unusual conditions have been encountered.
8. This Agreement shall be governed by the laws of the State of South Carolina.

9. This Agreement is the entire and complete understanding between Customer and the Cooperative with regard to the upgrade or extension proposed in **Attachment A**. There are no other written or oral agreements between the parties with respect to the upgrade or extension work described in **Attachment A**. Any change to this Agreement, including **Attachment A**, must be in writing and signed by both parties.
10. In any action or litigation to enforce, interpret or arising out of this Agreement, the non-prevailing party, as determined by the Court, shall pay the prevailing party all of its reasonable costs, expenses and attorneys' fees incurred in the action or litigation, including any appeals.

**IN WITNESS THEREOF**, the parties have signed and executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MID-CAROLINA ELECTRIC COOPERATIVE, INC.

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

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

CUSTOMER:

\_\_\_\_\_



**Electric Service Installation Terms**

**WO/SO#** \_\_\_\_\_

I, \_\_\_\_\_, have requested that Mid-Carolina Electric Cooperative, Inc. (MCEC) install above ground or underground electric service conductors and/or equipment at my home/business located at \_\_\_\_\_  
\_\_\_\_\_. By making this request, I agree to the following provisions:

1. While MCEC is responsible for locating publicly owned underground utility lines (telephone, catv, gas) I am responsible for identifying for MCEC or its contractor the correct location of all underground objects that might be damaged by or cause damage to MCEC's or its contractor's equipment in the process of installation. Underground objects include but are not limited to: **septic tanks, drain lines, drain fields, water lines, irrigation lines and electrical lines not owned by MCEC.**
2. Once I have physically marked or exposed the underground objects using paint, flags, or stakes, MCEC or its contractor will assume responsibility for avoiding damage to the marked or exposed objects.
3. I assume full responsibility for any damage to underground objects caused by my failure to notify or incorrectly notify MCEC of the location of the underground objects.
4. MCEC or its contractor will assume responsibility for performing the installation in a professional manner by avoiding damage to obvious above ground objects such as curbs, gutters, shrubbery, sidewalks, and buildings.
5. I acknowledge and understand that I have received a description of the route of the proposed above ground or underground conductors and location of poles and/or equipment and I approve and agree to that route and location. The route has been marked on my property in chalk lines and/or stakes.
6. MCEC or its contractor will need access for its installation equipment and a clear route to install the facilities. Any obstacles (fences, vehicles, landscaping, debris, etc.) must be removed or relocated before construction can begin.
7. In the course of installing underground lines and equipment in areas with trees, there is the probability of some root damage and I will not hold MCEC or its contractor responsible for damage to or the health of any trees.
8. Equipment tracks and ground disturbance **will** result from the use of equipment necessary for the installation and MCEC nor its contractor will be responsible for repair.
9. MCEC or its contractor **will not** be responsible for providing erosion control measures, re-seeding or re-sodding lawns or replacing gravel in the area(s) disturbed due to this installation.
10. To meet National Electric Safety Code, work site grading, and landscaping must be at final grade before installation of any facilities.
11. **I understand that I may be responsible for additional costs incurred by MCEC due to MCEC's inability to perform work on schedule as a result of my failure to have the site ready or remain ready until all work has been completed and I agree to pay such charges.**
12. I may be required to pay a contribution in aid of construction if rock or other adverse conditions are encountered. These adverse conditions include, but are not limited to, the following examples:
 

Provide a trench in rock (in excess of 5% trench footage)	Digging within 30" of another utility
Place clean sand/clay backfill (in excess of 5% trench footage)	Crew delay due to customer or site conditions
Punching under roads/driveways/sidewalks	Other: _____
13. I agree to be the single point of contact for MCEC and agree to be financially responsible to MCEC for any damages and/or charges caused by me or a contractor retained by me.
14. I have provided MCEC with the correct load information to size the electrical facilities required by this request for service and understand there may be additional charges if the actual load requires MCEC to alter the electrical facilities after installation.
15. New rights-of-way will be cleared of trees and vegetation prior to construction activities. Any felled trees will be cut up into manageable lengths and left on site. Limbs will be either chipped and hauled away or bush-hogged in the right-of-way. MCEC will not haul away or dispose of any existing dead tree or dead tree debris.
16. These provisions have been explained to me and I have received a copy of this document.

\_\_\_\_\_  
Owner/Customer Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
MCEC Representative

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

\_\_\_\_\_  
Date

**STANDARD FOR INTERCONNECTING  
SMALL GENERATION 100 KW OR LESS  
WITH ELECTRIC POWER SYSTEMS (EPS)  
(INTERCONNECTION STANDARD)  
(MODIFIED FOR COOPERATIVES)**

**1. Overview:**

This Standard contains the requirements, in addition to applicable service rules and regulations, for parallel interconnection of non-cooperative owned single phase small generation systems which are rated at 20 kW or less for residential members and 100 kW or less for nonresidential members and are consistent with Section 6 below. “Small” generator procedures for application for and acceptance of an interconnection request for such generators are included in Section 8.

Small Generators 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 only to “Small” generators installed at existing radial fed Area EPS (Area Electric Power System) distribution members, with a determination of minimal impact.

**1.2 Purpose:** This document was developed to provide a uniform simplified standard for interconnecting certain small generators of 100 kW or less capacity in South Carolina.

**1.3 Limitations:** This Standard does not cover momentary parallel systems used for the exclusive purpose of closed transition of loads. This Standard does not cover small generators connecting to area EPS network systems. This Standard does not cover members served directly from area EPS 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 the Cooperative’s Service Rules and Regulations and of this Standard, the provisions of the Cooperative’s Service Rules and 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, latest published edition).

IEEE P1547.1 – (Draft: Standard Conformance Test Procedures for Interconnecting Distributed Energy Resources with Electric Power Systems)

IEEE P1547.2 – (Draft: Application Guide for IEEE Standard 1547, Interconnecting Distributed Resources with Electric Power Systems)

IEEE P1547.3 – (Draft: Guide for Monitoring, Information Exchange, and Control of Distributed Resources Interconnected with Electric Power Systems)

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

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

### 3. **Definitions:**

**3.1 Area EPS (Area Electric Power System):** The electric facilities of the local cooperative.

**3.2 Company:** The electric cooperative owning and operating the Area EPS.

**3.3 Closed Transition of Loads:** A make-before-break load transfer scheme, in which the Generator is operated in parallel with the Area EPS for a brief period of time, to ensure that the load is maintained while in transition from the Company 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 electric Member of record for the location where the generation will be interconnected.

**3.5 Generator:** The distributed “generation system” and equipment to be interconnected to the Area EPS.

**3.6 Isolation Device:** A manual load-break disconnect switch or safety switch with a clear visible indication of switch position between the Area EPS and the Generator. 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 electrical interconnection with the Cooperative’s Area EPS. The switch must be labeled “Generator Disconnect Switch”. The switch may isolate the Generator system and its associated load from the area EPS or disconnect only the Generator from the Area EPS.

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 member-generator facility with an electric delivery system and shall have the same meaning as in IEEE Standard 1547.

#### 4. General Requirements:

**4.1 Service Regulations and Rate Schedule:** This Standard for Interconnecting Small Generation 100 kW or Less with Electric Power Systems is governed by the Cooperative's Service Rules and Regulations and the Rate Schedules as approved from time to time by the Board of Trustees.

**4.2 Acceptance for Interconnection:** Each application and Generator is evaluated individually and accepted or denied for interconnection with the Cooperative's Area EPS. 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 Generator. Generators 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 Generator'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 Area EPS to meet all technical and protection requirements to address any power quality, reliability or safety issues caused by the Generator operation or connection to the Area EPS.

**4.5 Isolating or Disconnecting the Generator:** The Cooperative may isolate the Member's premises and/or Generator from Cooperative's Area EPS 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 Generator from Company's Area EPS 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 Generator from Cooperative's Area EPS. Notwithstanding any other provision of this Standard, if at any time the Cooperative determines that either the Generator may endanger the Cooperative's personnel or other persons or property, or the continued operation of the Member's Generator 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 Generator from the Cooperative's Area EPS.

The Cooperative may disconnect the Area EPS electric service to any Generator 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 Generator:** The Member shall limit access to and operation of the Generator to qualified persons and assumes the responsibility of maintaining control of the operation of the Generator.
- 4.9 Insurance:** The member shall obtain and retain, for as long as its Generator 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 \$300,000 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 Generator 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 to Interconnect Small Generator" and obtaining a new acceptance from the Cooperative.
- 4.11 Discontinuing Operation:** The Member shall notify the Cooperative prior to permanently discontinuing operation of the Generator interconnected with the Cooperative.
- 4.12 Interconnection Application Fee:** The nonrefundable interconnection application fee covers only the application process for interconnection of Generators 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

## **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.

The Generator must be single phase only. Three phase Generators are not covered by this Standard although multiple single phase Generators meeting all requirements of this Standard may be allowed at the sole discretion of the Cooperative.

**5.2 Required Standards:** The Member must certify the following requirements:

**5.2.1** The installation of the Generator 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: IEEE P1547.1, P1547.2 and P1547.3 are still proposed draft documents and still in working groups at the time of writing this Standard. Generators interconnected after these standards are published may be required to comply with these IEEE documents.

**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 Generator 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; and the anti-islanding device cannot be disabled or bypassed.

**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 National Electric Code 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 Area EPS Circuit Level Saturation:** The cumulative total of the maximum rated output of all interconnected Generation shall not exceed the following limits, per circuit, for the given Area EPS distribution circuit phase to phase voltage rating:

Circuits 20 kV or greater: 100 kW

Circuits 10 kV but less than 20 kV: 60 kW

Circuits less than 10 kV: 30 kW

## 6.2 Limitations of Area EPS Facilities:

**6.2.1 General:** The Generator shall meet each of the following requirements to qualify for interconnection and each requirement must be maintained after commissioning.

**6.2.2 Area EPS Capacity Limitation:** The maximum rated output of the Generator or total aggregate of multiple Generators shall not exceed the capacity or ratings of the Area EPS facilities as determined by the Cooperative.

**6.2.3 Secondary, Service and Service Entrance Limitation:** The Generator capacity shall be less than the capacity of the Area EPS owned secondary, service and service entrance cable connected to the Point of Common Coupling. The Cooperative will make this determination after reviewing the Area EPS installed facilities.

**6.2.4 Transformer Loading Limitation:** The Generator shall not have the ability to overload the Area EPS transformer or any EPS transformer winding beyond manufacturer or nameplate ratings.

**6.2.5 Integration with Area EPS Grounding:** The grounding scheme of the Generator shall comply with IEEE 1547.

**6.2.6 Balance Limitation:** The generator shall not create a voltage imbalance of more than 3% if the Area EPS transformer, with the secondary connected to the Point of Common Coupling, is a three-phase transformer.

**6.2.7** Any changes or upgrades to Area EPS to accommodate the Generator 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 Generator 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 Generator.

The Member's Generator 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 Generator 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 Area EPS, 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 Generator 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 Small Generation" 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 Area EPS 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 Area EPS facilities or the Member's Generator equipment.

The Cooperative will complete the Impact Screen process within 30 days (absent extenuating circumstances) of receipt of a complete "Application to Interconnect Small Generation." Extenuating circumstances include, but are no limited to, Force Majeure, adverse weather conditions, and system emergencies.

- 8.4 Agreement for Interconnection:** After all previous items in the process are complete, the Cooperative will provide an agreement to the Member within 10 days of the completion of the Impact Screens as stated in 8.3. 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 generator to Cooperative's Area EPS Facilities unless an Agreement between Member and Cooperative has been executed by both parties.
- 8.5 Installation and Inspections:** The Member installs the Generator and the Member is responsible for obtaining an approved electrical inspection from the local authority having jurisdiction for the Generator installation. The Member shall request the inspector to forward a copy of the approved inspection to the Cooperative contact processing the Generator interconnect request.
- 8.6 Area EPS Facilities:** At the Member's expense the Cooperative installs or alters the Area EPS 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 SMALL GENERATION 100 kW OR LESS (SC)

Member hereby gives notice of intent to operate an interconnected generating facility pursuant to the "Standard for Interconnecting Small Generation 100 kW or less with Electric Power Systems (Interconnection Standard)". 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. Generator and Facility Information**

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

Electric Utility Name: \_\_\_\_\_ 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): \_\_\_\_\_

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

(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; and the anti-islanding device cannot be disabled or bypassed.

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

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

Submit Application to: (Utility Representative) \_\_\_\_\_

-----  
 Cooperative (Electric Utility Use only): Note: Only signifies receipt of this form.

This application received by Mid-Carolina Electric Cooperative, Inc.

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

# INTERCONNECTION AGREEMENT FOR SMALL GENERATION LESS THAN 100 kW(SC) (Modified for Cooperatives)

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This INTERCONNECTION AGREEMENT FOR SMALL GENERATION LESS THAN 100 kW, (the "Agreement"), is entered into as of \_\_\_\_\_, 20\_\_, (the "Effective Date"), by and between \_\_\_\_\_, hereinafter called "Member", and Mid-Carolina 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 generation system and equipment, hereinafter the "Generator", and located at or near (address) may be interconnected to and operated in parallel with Cooperative's electric system. 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 Generator. 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 (date) subject to Member having received Cooperative's written acceptance specified in 2. (f) below.
- (b) Member's Generator must be manufactured, installed and operated in accordance with governmental and industry standards and must conform with Cooperative's "Standard for Interconnecting Small Generation 100 kW or less with Electric Power Systems (EPS)", hereinafter referred to as "Interconnection Standard", a copy being attached hereto and made a part of this Agreement.
- (c) Member's Generator shall be installed as described in Member's Application To Interconnect Small Generation 100 kW or Less, a copy attached hereto and made a part hereof.
- (d) The nameplate output of the Generator 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 Generator with Cooperative's electric system nor commence parallel operation of Member's Generator 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 \_\_\_\_ business days prior to the initial testing. In the event Member has interconnected Member's Generator without Cooperative's acceptance of this Agreement or the Generator has not met the requirements of the Interconnection Standard, Cooperative shall have the right to immediately isolate Member's premises and/or Generator 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 Generator output capacity and/or modification to the protection system required to meet the Interconnection Standard without first submitting a new Application To Interconnect Small Generation 100 kW or Less 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 Generator. 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 Generator 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 Generator in parallel with Cooperative's electric system shall be determined in accordance with Cooperative's applicable Service Regulations and/or Terms and Conditions for the Purchase of Electric Power. The cost to Member, termination provisions, and other applicable terms and conditions related to facilities installed by Cooperative are as stated in Exhibit 4, hereto attached and made a part hereof.

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

- (a) **Access To Premises:** The duly authorized agents of 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 Generator 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 Generator 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 Generator, 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 GENERATOR:** Cooperative may isolate Member's premises and/or Generator 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 Generator 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 Generator from Cooperative's system. Notwithstanding any other provision of this Agreement, if at any time Cooperative determines that either the Generator may endanger Cooperative's personnel or other persons or property, or the continued operation of Member's Generator may endanger the integrity or safety of Cooperative's electric system, Cooperative shall have the right to isolate Member's premises and/or Generator from Cooperative's 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 Generator from Cooperative's system per this Agreement.** Cooperative shall expend reasonable effort to reconnect the Member's premises and/or Generator 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 Generator. 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 Generator is interconnected with the Cooperative's 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 \$300,000 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 Generator 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 Generator 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 Generator 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:

- (a) 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 Generator 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 5, 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.



(b) 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 Generator within 12 months of the Effective Date of this Agreement or permanently abandons the Generator, 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 Generator, 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 Generator for any consecutive 12 month period after the Effective Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

### **13. GENERAL:**

(a) This Agreement and the applicable Schedule, Riders, Interconnection Standard, Service Rules and Regulations, and Terms and Conditions For the Purchase of Electric Power 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.

(b) **Headings:** The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

**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 Interconnect Small Generation 100 kW or Less 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 Small Generation 100 kW or Less is true and correct, the Generator 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 Generator to Cooperative's system.

**Witness as to Member**

\_\_\_\_\_ Member

\_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_  
This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**Accepted: Mid-Carolina Electric Cooperative, Inc.**

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

Title \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ Address: \_\_\_\_\_

## **EXHIBITS AND ATTACHMENTS**

1. Application to Interconnect Small Generation 100 kW or Less (SC)
2. Interconnection Standards
3. Service Rules and Regulations
4. Exhibit when interconnection costs are involved
5. Other exhibits when needed

**Approved: June 29, 2009**