



SOLAR FARM INTERCONNECTION AGREEMENT

PARTIES

THIS SOLAR FARM INTERCONNECTION AGREEMENT (“Agreement”) is made this ____ day of _____, 2020, by and between the following parties:

St. James Solar Farm Association, LLC, (“Association”) a Missouri limited liability company; and

St. James Municipal Utilities (“Utility”) a Missouri municipal utility company.

RECITALS

WHEREAS, Association desires to construct a solar farm as a cooperative venture between its members; and

WHEREAS, Association desires to connect to the electrical grid operated by Utility for purposes of allowing the electricity generated by Association’s members to be added to the grid; and

WHEREAS, Association desires to allow its members to claim a net-metering credit against the kilowatt-hours used by said members each month; and

WHEREAS, Utility is willing to allow Association to tie in to its electrical grid and to allow Association’s member to claim net-metering kilowatt-hour credits against their bills from Utility.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

CONSTRUCTION

1. Plans.

1.1. Association will have a professional engineer develop plans for the construction of a solar farm of up to 1,000 kilowatts (1,000KW), and will submit the same to Utility for Utility’s review and acceptance.

1.2. Association will not undertake construction of its solar farm until Utility has approved Association’s plans.

2. Construction. At Association’s expense, the following construction will take place:

2.1. Utility will install the poles, circuits and transformers and meters necessary to connect the solar farm to Utility’s grid. Association will pour the concrete pad for all transformers.

- 2.2. Association will manage installation of all solar electricity generation equipment (solar panels, racking, wiring, shut-offs, fuses, breakers, inverters, etc.) up to the meter where the solar farm connects to Utility's grid.
- 2.3. The solar arrays will be oriented in a SSW orientation so that increased electricity generation occurs during the afternoon (the period of peak usage).

3. Maintenance

- 3.1. Association will arrange for the maintenance of all solar electricity generation equipment (solar panels, racking, wiring, shut-offs, fuses, breakers, inverters, etc.) up to the meter where the solar farm connects to Utility's grid.
- 3.2. Utility will maintain the incoming circuit and transformer. Association will reimburse utility for the cost of the same.
- 3.3. Association will, at all times, maintain a single contact person for Utility to interact with. Such contact person will have the authority to act on behalf of Association and bind Association with respect to Association's ordinary course of business.

4. Net Metering

- 4.1. Association will install sufficient metering to determine how much electricity was generated by the Association to compare to the Utility's metering.
- 4.2. Each month, Association will provide to Utility a report indicating how many kilowatt-hour credits should be issued to each of Association's members.
- 4.3. No member of Association shall be entitled to a net-metering credit in excess of such members electric usage, and each member of Association will still be required to pay all other fees and expenses (such as service availability fees) charged by Utility.
- 4.4. Association will pay directly to Utility, a payment in lieu of taxes ("PILOT") equal to the PILOT which would have been paid by Association's members if the electricity generated by Association had been generated by Utility. Additionally, Association will pay to Utility an amount equal the sales tax that would have been owed by Association's members if the electricity generated by Association had been generated by Utility.
- 4.5. Association agrees to pay an annual fee of \$_____ to Utility to offset the cost of administering the net-metering program contemplated by this Agreement.
- 4.6. Utility agrees to notify Association if any member of Association is disconnected from Utility or is no longer a customer of Utility.

REPRESENTATIONS AND WARRANTIES

5. **Mutual Assurances of Power to Act.** All parties hereto represent and warrant that the execution, delivery and performance of this Agreement is within their power of and has been duly authorized by all necessary actions of such party.
6. **No Conflict or Litigation.** To the best knowledge of each party hereto, the execution, delivery and performance of this Agreement does not and will not conflict with or

violate any law, regulation, judgment, order, decree, contract or agreement to which one of the undersigned is a party or by which it is bound.

OBLIGATIONS AFTER EXECUTION OF AGREEMENT

7. **Cooperation.** Each party hereto shall reasonably cooperate in all respects in connection with taking acts necessary to fully consummate the transactions contemplated by this Agreement, regardless of whether such cooperative actions are needed before or after the original execution of this Agreement.

GENERAL CONDITIONS

8. **Survival of Representations and Warranties.** All representations and warranties contained in this Agreement or made pursuant hereto shall survive the execution of this Agreement and the consummation of the transactions contemplated by this Agreement for a period of five years.
9. **Subject to Interconnection Application Under 20 CSR 4042-20.065.** This Agreement is entered into as an addendum to, and not to supplant, any Interconnection Application and Agreement entered into between Association and the utility in accordance with the provisions of 20 CSR 4042-20.065. To the extent there is a conflict between the terms of this Agreement and the terms of any Interconnection Application and Agreement between Association and the utility, the terms of such Interconnection Application and Agreement shall govern.
10. **Entire Agreement; Amendment.** Except for any Interconnection Application and Agreement entered into between Association and the utility in accordance with the provisions of 20 CSR 4042-20.065, the terms of this Agreement shall supersede and be the governing agreement between the parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, understanding, negotiations, and discussions of the parties, whether oral or written. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.
11. **Governing Law; Jurisdiction.** This Agreement shall be construed and interpreted according to the laws of the State of Missouri. Any lawsuit or other legal actions arising out of this Agreement or the transaction contemplated in this Agreement shall be brought exclusively in Circuit Court of Phelps County, Missouri.
12. **Severability.** If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

13. **Headings.** The section headings in this Agreement are inserted for convenience or reference only and shall not constitute a part hereof.

14. **Execution.** This contract may be signed in one or more identical counterpart copies, any of which when signed by the other parties hereto and when counterparts have been signed by all of the parties hereto shall constitute a fully binding contract with respect to that party. A facsimile or electronic signature shall have the same effect as an original signature.

IN WITNESS WHEREOF, the parties have caused this Solar Farm Interconnection Agreement to be duly executed as of the day and year first above written.

St. James Solar Farm Association, LLC
By: _____, its manager

Date

St. James Municipal Utilities
By: _____

Date