

# Red River Valley Rural Electric Association

## AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED GENERATION

### SHORT FORM CONTRACT

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Red River Valley Rural Electric Association, ("Cooperative"), a corporation organized under the laws of Oklahoma, and \_\_\_\_\_ ("DG Owner/Operator"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

#### Preamble

The DG Owner/Operator is a member of Red River Valley Rural Electric Association and receives electric energy service from the Cooperative for the domestic use of the DG Owner/Operator and family. The DG Owner/Operator desires to generate electrical energy to offset DG Owner/Operator's cost of electric service from the Cooperative. The Cooperative will meter the flow of energy from the Cooperative lines through the Cooperative's meter and from the DG Owner/Operator facility to the Cooperative lines for the purpose of determining the net energy flow. The DG Owner/Operator shall pay the required monthly fees as required by the Cooperative, at the Cooperative's discretion, and only the charges for energy will be offset. The DG Owner/Operator shall pay for energy in excess of that generated by his/her facility according to the standard rate schedules of the Cooperative.

Neither the DG Owner/Operator nor any agent, servant, employee or representative shall access any part of the Cooperative's system, including meters or any other equipment owned by the Cooperative without prior permission and presence of a Cooperative employee.

After connecting the generating facility to the Cooperative's system, the DG Owner/Operator shall not increase the voltage, current ratings or quantity of energy generated under this agreement.

This agreement provides for the safe and orderly operation of the electrical facilities interconnecting the DG Owner/Operator's facility at \_\_\_\_\_

\_\_\_\_\_ and the electrical distribution facility owned by the Cooperative.

This Agreement does not supersede any requirements of any applicable tariffs in place between the DG Owner/Operator and the Cooperative.

1. **Intent of Parties:** It is the intent of the DG Owner/Operator to interconnect an electric power generator to the Cooperative's electrical distribution system.

It is the intent of the Cooperative to operate the distribution system to maintain a high level of service reliability to their customers and to maintain a high level of power quality.

It is the intent of both parties to operate the facilities in a way that ensures the safety of the public and their employees.

2. **Operating authority:** The DG Owner/Operator is responsible for establishing operating procedures and standards within their organization. The operating authority for the DG Owner/Operator shall ensure that the Operator in Charge of the generator is competent in the operation of the electrical generation system and is aware of the provisions of any operating agreements and regulations relating to the safe operation of electrical power systems.

The operating authority for the DG Owner/Operator is:

Name or title of operating authority \_\_\_\_\_

Address \_\_\_\_\_

Phone number \_\_\_\_\_

3. **Operator in Charge:** The operator in charge is the person identified by name or job title responsible for the real time operation of all electrical facilities related to the interconnection and owned by their organization. Unless designated below, the Operating authority listed above is understood to be the Operator.

The operator in charge for the DG Owner/Operator is:

Name or title of Operator \_\_\_\_\_

Address \_\_\_\_\_

Phone number \_\_\_\_\_

4. **Limitation of Liability and Indemnification:**

a. Notwithstanding any other provision in this Agreement, with respect to the Cooperative's provision of electric service to DG Owner/Operator and the services provided by the Cooperative pursuant to this Agreement, Cooperative's liability to DG Owner/Operator shall be limited as set forth in the Cooperative's tariffs and terms and conditions for electric service.

b. Neither Cooperative nor DG Owner/Operator shall be liable to the other for damages for any act or omission that is beyond such party's control, including, but not limited to, any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, explosion, breakage or accident to any part of the System or to any other machinery or equipment, a curtailment, law, order, or regulation or restriction by governmental, military, or lawfully established civilian authorities.

- c. Notwithstanding Paragraph 5.b of this Agreement, the DG Owner/Operator shall assume all liability for, and shall indemnify Cooperative for, any claims, losses, costs, and expenses of any kind or character to the extent that they result from DG Owner/Operator's negligence or other wrongful conduct in connection with the design, construction or operation of the Facilities or Interconnection Facilities. Such indemnity shall include, but is not limited to, financial responsibility for (a) monetary losses; (b) reasonable costs and expenses of defending an action or claim; (c) damages related to death or injury; (d) damages to property; and (e) damages for the disruption of business. This paragraph does not create a liability on the part of the DG Owner/Operator to the Cooperative or a third person, but requires indemnification where such liability exists.
- d. Cooperative and DG Owner/Operator shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the Point of Interconnection. The Cooperative, while retaining the right to inspect, does not assume any duty of inspecting the DG Owner/Operator's lines, wires, switches, or other equipment or property and will not be responsible therefore. DG Owner/Operator assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith up to the Point of Interconnection.
- e. For the mutual protection of the DG Owner/Operator and the Cooperative, only with Cooperative prior written authorization are the connections between the Cooperative's service wires and the DG Owner/Operator's service entrance conductors to be energized.
- f. Safety: The DG Owner/Operator shall install or cause to be installed on the generating facility any and all safety devices required by governing standards, regulatory bodies, or the Cooperative. The facility shall be configured such that it will immediately cease generation onto the Cooperative's lines in the event that power from the Cooperative ceases to be available. Furthermore, the facility shall not be configured for use as a standby generator unless disconnected from the Cooperative's system by a visibly open disconnect device. The DG Owner/Operator shall assume all responsibility for any damage, bodily injury, death, or any indirect consequence of failure to comply with this provision.
- g. Cost of modification: The DG Owner/Operator shall be responsible for any costs related to making the generation facility suitable for interconnection onto the Cooperative's system, including but not limited to: required capacity increase, metering modifications, access costs, professional/consulting services provided for any certifications/permits, or charges of any nature by the Cooperative's power supplier related to the facility or its operation.

**5. Metering:** Metering shall be accomplished, according to the Cooperative's standard metering practices, or by special arrangement to accommodate automated processes, to provide data that will facilitate the net metering of power sold to the DG Owner/Operator versus power generated onto the Cooperative's system.

6. **Insurance:** It is understood that the Owner/Operator will operate this facility as a “not for profit” activity for his/her domestic use only and net metering will be used. Prior to interconnection, the DG Owner/Operator must provide proof of the minimum insurance coverage of \$300,000 liability per occurrence on the DG Owner/Operator’s homeowner policy, and written proof from the insurance carrier of its knowledge of the DG Owner/Operator’s facilities and activities covered by this agreement.

The amount of the insurance may be increased at the sole discretion of the Cooperative if the nature of the project so requires. The insurance policy will not be changed or canceled during its term without thirty days written notice to the Cooperative.

7. **Suspension of Interconnection:** It is intended that the interconnection should not compromise the Cooperative’s protection or operational requirements. The operation of the DG Owner/Operator’s System and the quality of electric energy supplied by the DG Owner/Operator shall meet the standards as specified by the Cooperative. If the operation of the DG Owner/Operator’s system or quality of electric energy supplied (in the case of power export) does not meet the standards as specified, then the Cooperative will notify the DG Owner/Operator to take reasonable and expedient corrective action. The Cooperative shall have the right to disconnect the DG Owner/Operator’s System, until compliance is reasonably demonstrated. Notwithstanding, the Cooperative may in its sole discretion disconnect the DG Owner/Operator’s generating plant from the Distribution Facility without notice if the operating of the Generating Plant may be or may become dangerous to life and property.

8. **Compliance with Laws, Rules and Tariffs:** The DG Owner/Operator’s facilities shall comply with standards set by the Institute of Electrical and Electronics Engineers (IEEE) including but not limited to the current editions of IEEE 1547 “IEEE Standard for the Interconnecting Distributed Resources with Electric Power Systems,” IEEE Standard 519 “Recommended Practices and Requirements for Harmonic Control in Electric Power System,” and IEEE Standard C37.95 “IEEE Guide for Protective Relaying of Utility-Consumer Interconnections,” and the American National Standards Institute (ANSI), as updated from time to time. Both the Cooperative and the DG Owner/Operator shall be responsible for complying with all applicable laws, rules and regulations, including but not limited to the laws of the state of Oklahoma, and the Cooperative’s Tariffs, Rules and Regulations, By-Laws and other governing documents. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariff schedules and rules of the Cooperative as applicable to the electric service provided by the Cooperative, which tariffs and rules are hereby incorporated into this Agreement by this reference. The Cooperative shall have the right to publish changes in rates, classification, service or rule, with the proper notification to all DG owners/operators and Cooperative members.

9. **Maintenance Outages:** Maintenance outages will occasionally be required on the Cooperative’s system, and the Cooperative will provide as much notice and planning as possible to minimize downtime. It is noted that in some emergency cases such notice may not be possible. Compensation will not be made for unavailability of Cooperative’s facilities due to service interruptions of any kind.

10. **Access:** Access is required by the Cooperative to the DG Owner/Operator's plant site so that the Cooperative may perform such rights and/or duties pertaining to maintenance, operations, meter reading and inspection as provided for herein.

11. **Force Majeure:** For the purposes of this Agreement, a Force Majeure event is any event: (a) that is beyond the reasonable control of the affected party; and (b) that the affected party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, public disorder, rebellion or insurrection; floods, hurricanes, earthquakes, lightning, ice, storms or other natural calamities; explosions or fires; strikes, work stoppages or labor disputes; embargoes; and sabotage. If a Force Majeure event prevents a party from fulfilling any obligations under this agreement, such party will keep the other party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected party is taking to mitigate the effect of the event on its performance. The affected party will be entitled to suspend or modify its performance of obligations under this Agreement but will use reasonable efforts to resume its performance as soon as possible.

12. **Term:** This document is intended to be valid for a period of one (1) year and continuing in effect as long as the facilities are operated unless cancelled by either party with 30 days notice to the other party.

AGREED TO BY:

DG Owner/Operator

Cooperative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date