## Interconnection Agreement

for

## Renewable energy and Alternative Technology Distributed Generation Resources

An AGREEMENT between VERENDRYE ELECTRIC COOPERATIVE, INC. (hereafter identified as "the Cooperative") and the entity signed below (hereafter identified as "Member"): The Cooperative hereby agrees to allow the interconnection of Members electric generating equipment with Cooperatives electric distribution system at the premises described below, subject to the rules, Articles, Bylaws, and regulations of the Cooperative, and upon the following terms:

| phase,volts, sixty (60) cycle alternating current, at the point shown below. The cap exceed Kva. The Member hereby elects to operate its electric generating facility in pa distribution and transmission system. Additional technical interconnection specifications and a Attachment #1(IEEE 1547 Standard for interconnection of distributed generation). | pocity of the corvice chall not |
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| distribution and transmission system. Additional technical interconnection specifications and i  | facily of the service shall not |
| ·  | allel with the Cooperative's    |
| Attachment #1(IEEE 15/7 Standard for interconnection of distributed generation)  | equirements are set forth in    |
| Attachment #1(IEEE 1347 Standard for interconnection of distributed generation).   |                                 |
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- Installation and Operation: The Member's generating facility and interconnection shall meet the most current, applicable, national, state and local zoning laws, building codes, safety and performance codes and standards including but not limited to the National Electrical Code(NEC), The Instate of Electrical & Electronics Engineers(IEEE), The National Electrical Safety Code(NESC), Underwriters Laboratories(UL), and The American National Standards Institute(ANSI). The Member shall submit all plans, specifications and manufacturers information relating to the generation unit, the interconnection equipment and protective devices for review by the Cooperative. The Member shall provide the Cooperative with a wiring certificate for the installation prior to on-line operation. The Member shall notify the Cooperative in advance of the initial interconnect so that the Cooperative may be present to witness the testing for proper operation. Initial testing shall be conducted by the member according to the interconnection specification and the manufacturer's recommended procedure. Both factory and onsite test results and final settings shall be provided to the Cooperative. The Member agrees at its own cost and expense, to design, install, maintain, and operate or cause the design, installation, maintenance and operation of its facilities in such a manner as to prevent any unsafe condition or disturbance to the Cooperatives distribution system or that of any other Member. In the event the source of any such problem is due to the Members interconnected system, the Member will be responsible to correct the problem.
- 3. Rates: Consumer will pay for such service at the current rates and conditions for service as set forth in Schedule \_\_\_\_, attached to and made a part of this agreement, subject to any changes therein from time to time made by the board of directors of the Cooperative through policies of general rate application to all consumers. All billings for electric service and due dates for payment shall be in accordance with the Cooperative's established policy for all consumers. Energy generated in excess of the Members own use shall be returned onto the Cooperative's distribution system. The Cooperative shall purchase all excess energy under Schedule \_\_\_\_. The member shall purchase all energy requirements which are not supplied by their own alternate technology from the cooperative.
- 4. <u>Metering:</u> The cooperative shall design, purchase, own, install and maintain such metering equipment as may be necessary to meter the electrical inputs, outputs and consumption of the members interconnected system. All costs associated with the special metering shall be borne by the Member. In the event remote metering is required the member shall provide access to a telephone communications line at each metering location. A separate monthly metering/billing charge of \_\_\_\_\_\_ will be assessed for data translation and accounting.
- 5. <u>Right of Access</u>: The Member shall provide upon request by the Cooperative a right of way easement to extend facilities to the metering point. Duly authorized representatives of Seller shall be permitted to enter Consumer's premises at all reasonable times in order to carry out the provisions hereof. The cooperative may send an employee or agent to the premises at any time to inspect the interconnected facilities and observe the installation, commissioning, startup, operation, or maintenance activities.
- 6. <u>Disconnection of Facility</u>: In addition to its normal service disconnection rights, The Cooperative shall have the right to disconnect the generating facility when continued operation may endanger persons or property, or for reasons due to the maintenance of Cooperative's delivery system. Any such disconnection shall not terminate the members obligations in this agreement. The Member shall notify the Cooperative if it discontinues operation of it's generation facility. The Cooperative does not assume any duty for the regular inspection of the member's lines, wires, switches, interconnection equipment or generators and will not be responsible therefore.
- 7. <u>Continuity of Service</u>: The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply should fail or be interrupted, or become defective through an act of God, government

right-of-way, or any other cause beyond the reasonable control of the Cooperative, The Cooperative shall not be liable for any damages to the Member. Indemnification: The Member shall assume all liability and shall indemnify and hold harmless the Cooperative and its members, directors, officers, managers, employees, affiliates and agents for any claims, losses, costs, and expenses of any kind or character resulting from or as a consequence of, the interconnection of the Members facilities or connected equipment, to the Cooperatives system. <u>Line Extension Terms</u>: The consumer shall pay to Seller § as a non-refundable contribution in aid of construction, prior to construction or alteration of any cooperative facilities required to accommodate the interconnecting systems. An additional \$ per month will be added for 120 months to the monthly service minimum as provided in Schedule . An annual minimum energy consumption of \_\_\_\_Kwh is required.. If the annual minimum energy consumption is not met, an additional charge, proportionate to the unused portion of the annual minimum energy consumption will be assessed, up to a maximum of <u>\$\_\_\_.</u> Termination Liability: This agreement shall remain in effect for ten (10) years commencing with the start of the initial billing period and there-after until terminated by either party giving to the other at least two months notice in writing. The Consumer may terminate this agreement prior to the expiration period upon payment to the Cooperative of a termination charge of \$\sqrt{s}\$ less 10% thereof for each full year and less a proportionate percentage for each fraction of a year of service paid under this agreement. The Total termination liability charge is based on the Seller's total investment less the contribution in aid of construction. 10 The member shall obtain, show evidence of, and maintain the following general liability insurance covering the operation of their alternative energy system: System with a gross nameplate rating of less than 10 kw \$ 100,000 System with a gross nameplate rating between 10 kw and 50 kw \$ 300,000 Systems with a gross nameplate rating over 50 kw \$1,000,000 11 No Waiver: The failure of the Cooperative to insist, on any occasion, upon strict performance of any provision of this agreement will not be considered to waive the obligations or duties imposed upon the Member. 12 Succession: This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto. 13 Completion Items: Service for: Type of Generating facility: Wind (wind, solar, fuel cell, turbine, reciprocating, etc) Name: Address: Generator Capacity (kva): \_\_\_\_\_kva Legal Description: Twp: \_\_\_ Rge \_\_\_ Sec \_\_\_ Location Number: Consumer-Member Verendrye Electric Cooperative., Inc. Witness Date Witness Date

authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure