

# Interconnection Agreement for Generation Systems

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COMMUNITY-FOCUSED | MEMBER-DRIVEN

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## Interconnection of Distributed Generation Systems in Parallel Agreement With Cass County Electric Cooperative

This Generating System Interconnection Agreement is entered into by and between Cass County Electric Cooperative, Inc. “the Cooperative” and **XXXXXX** “Interconnection Member.”

The interconnection member and the Cooperative are sometimes referred to in this Agreement jointly as “Parties” or individually as “Party.”

In consideration of the mutual promises and obligations stated in this agreement and its attachments, the Parties agree to the following.

### I. SCOPE AND PURPOSE

- A. This agreement is intended to outline the terms, conditions, rights, and obligations under which the Interconnection Member may interconnect and operate a generation system with a total nameplate capacity of less than 10MW, in parallel for any length of time with the Cooperative’s electrical distribution system at the location identified in Exhibit C and shown in the Exhibit A one-line diagram.
- B. This agreement does not authorize the Interconnection Member to export power or constitute an agreement to purchase or wheel the Interconnection Member’s power. Other services that the Interconnection Member may require from the Cooperative or others may be covered under separate agreements.
- C. This agreement allows for the occasional and inadvertent export of energy to the Cooperative’s distribution system to facilitate the operation of the generation system. The amount, metering, billing, and accounting of such inadvertent energy-exporting shall be governed by Exhibit D, Operating Agreement. The Cooperative is not obligated to purchase or pay for any energy, inadvertently or intentionally exported, unless expressly noted in Exhibit D or under a separately executed power purchase agreement (PPA).
- D. This agreement does not constitute a request for the provision of any transmission delivery service or any local distribution delivery service.
- E. The technical requirements for interconnection are covered in a separate technical requirement document know as the “Cass County Electric Cooperative, Inc. Interconnection Requirements for Generation Systems”, a copy of which has been made available to the Interconnection Member and incorporated and made part of this agreement by this reference.

### II. DEFINITIONS

Note: The definitions used in this document are also used throughout all the Cooperative documents pertaining to the interconnection of generation systems. As such, some terms may not be used or found in all documents.

- A. **Area EPS** is the electric power system (EPS) that serves local EPS's.  
Note: Typically, an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc.
- B. **Area EPS Operator** is the entity that operates the Area EPS.
- C. **Closed Transition Transfer:** Method of transferring the local loads between the Cooperative's system and the generator such that the generator and the Cooperative's system are interconnected for a short time (100 msec. or less).
- D. **Dedicated Facilities** is the equipment that is installed by the Cooperative in order to establish the interconnection between the generation system and the Cooperative's distribution facilities. Dedicated facilities may not be required for the Cooperative to provide any service to a party other than the Interconnection Member.
- E. **EPS:** Electric Power System facilities that deliver electric power to a load. Note: This may include generation units.
- F. **Extended Parallel** is the generation system is designed to remain connected with the Cooperative for an extended period.
- G. **Generation** is any device producing electrical energy including, without limitation, rotating generators that are driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, and any other device or technology producing or storing electrical energy.
- H. **Generation Interconnection Coordinator** is the person or persons designated by the Cooperative to provide a single point of coordination with the Interconnection Member.
- I. **Generation System** is the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters, and associated wiring and cables, up to the point of common coupling.
- J. **Interconnection Member** is the party, who could be the generation system applicant, installer, owner, designer, or operator, listed above who owns and operates the generation system, responsible for meeting the requirements of this agreement, and additional documents including the operating agreement, and technical requirements.

- K. **Local EPS** is an electric power system (EPS) contained entirely within a single premise or group of premises.
- L. **Nameplate Capacity** is the intended full-load sustained output of a facility. The number registered with authorities for classifying the power output of a power station usually expressed in megawatts (MW). The total nameplate capacity rating of all the generations included in the generation system. For this definition, the “standby” and/or maximum rated kW capacity on the nameplate shall be used.
- M. **Open Transition Transfer** is the method of transferring the local loads between the Cooperative’s system and the generator such that the generator and the Cooperative’s system are never interconnected.
- N. **Point of Common Coupling** is the point where the Local EPS is connected to an Area EPS.
- O. **Point of Delivery** is the point where energy changes possession from one party to another. Typically, this will be where the metering is installed, but it is not required that the Point of Delivery is the same as where the energy is metered.
- P. **Soft Loading Transfer** is the method of transferring the local loads between the Cooperative’s system and the generator such that the generator and the Cooperative’s system are interconnected for a limited amount of time, generally less than three minutes. If the interconnection extends beyond three minutes, the interconnection is then defined as an extended parallel.
- Q. **Technical Requirements** is the Cooperative’s Interconnection Requirements for Generation Systems, as they may be amended or modified by the Cooperative.

### III. DESCRIPTION OF GENERATION SYSTEM

- A. The description of the generation system, including a single-line diagram showing the general arrangement of how the Interconnection Member’s generation system is interconnected with the Cooperative’s distribution system, is attached to and made part of this agreement as Exhibit A.

The single-line diagram shows the following:

Point of delivery (if applicable)

1. Point of common coupling
2. Location of the meter(s)
3. Ownership of the equipment
4. Generation system total nameplate capacity, kW
5. A scheduled operational (on-line) date for the generation system
6. Scheduled operational (on-line) date for the generations system

#### IV. RESPONSIBILITIES OF THE PARTIES

- A. The Parties shall perform all obligations of this agreement in accordance with all applicable laws and regulations, operating requirements, and good utility practices.
- B. Interconnection Member shall construct, operate, and maintain the generation system in accordance with all the applicable laws and regulations; the applicable manufacture's specifications, maintenance schedules, and other recommendations; the Cooperative's technical requirements document; and this agreement. Interconnection Member is responsible for all costs arising out of the design, construction, purchase, installation, operation, maintenance, repair, inspection, or replacement of the generation system.
- C. The Cooperative shall construct the dedicated facilities in a good and workmanlike manner, in accordance with a standard design, and engineering practices. Interconnection Member is responsible for the costs and expenses incurred by the Cooperative in the acquisition, construction, and installation of the dedicated facilities as provided below.

#### V. CONSTRUCTION

The Parties agree to cause their facilities or systems to be constructed in accordance with all applicable federal, state, and local laws, ordinances, and regulations (including all environmental laws) and all applicable codes and standards, including without limitation, the National Electrical Safety Code (NESC), American National Standards Institute (ANSI), Institute of Electrical and Electronic Engineers (IEEE), National Electrical Code (NEC), Underwriter's Laboratory (UL), local building codes, and other applicable ordinances in effect at the time of the installation of the generation system.

##### A. Construction Costs Estimates and Responsibilities

The Interconnection Member is responsible for the actual costs to interconnect the generation system with the Cooperative; including, but not limited to all costs arising from:

1. The Cooperative's design, installation, coordination, engineering review, and testing of any portion of the generator system
2. The construction, installation, acquisition, design, or testing of any dedicated facilities provided to connect the Cooperative's distribution system to the generation system.

Cost estimates outlined in Exhibit B are for budgeting purposes, the Interconnection Member is responsible for the actual costs incurred by the Cooperative subject to reimbursement under this agreement, even if they exceed the estimated amount(s). Unless otherwise expressly provided in Exhibit B the

Cooperative's charges for the dedicated Facilities will be determined consistent with the following parameters:

1. For each person who provides labor on behalf of the Cooperative in connection with the design, construction, installation, or other related work in connection with the dedicated facilities, the Cooperative may charge the applicable hourly rate payable by the Cooperative for the labor provided, plus overhead attributable to such costs, as calculated by the Cooperative in its system of internal management accounting.
2. The actual costs incurred by the Cooperative for any materials or supplies, including freight and taxes or outside labor used or consumed in the project plus overhead attributable to such costs, as calculated by the Cooperative in its system of internal management accounting.
3. All costs, for which the Interconnection Member is responsible, must be reasonable under the circumstances of the design and construction.

#### B. Dedicated Facilities

1. During the term of this agreement, the Cooperative shall design, construct and install the dedicated facilities outlined in Exhibit B. The Interconnection Member shall be responsible for paying the actual costs of the dedicated facilities attributable to the addition of the generation system.
2. Once installed, the dedicated facilities shall be owned and operated by the Cooperative and all costs associated with the operating and maintenance of the dedicated facilities, after the generation system is operational, shall be the responsibility of the Cooperative, unless otherwise agreed.
3. By executing this agreement, the Interconnection Member grants permission for the Cooperative to begin construction and to procure the necessary facilities and equipment to complete the installation of the dedicated facilities on Interconnection Member's property, as outlined in Exhibit B. If for any reason, the generation system project is canceled under Article VIII of this agreement, so that any or all of the dedicated facilities are not required, the Interconnection Member will still remain responsible for all costs incurred by the Cooperative which are reimbursable by Interconnection Member under this agreement, other than any costs which, in the exercise of reasonable care, the Cooperative could have avoided after delivery to the Cooperative of a notice of termination in the manner required under this agreement.

#### C. Payments

1. The Interconnection Member shall provide reasonable adequate assurances of credit, including a letter of credit or personal guaranty of payment and performance from a creditworthy entity acceptable under the Cooperative's credit policy and procedures for the unpaid balance of the estimated amount shown in Exhibit B.

The payment for the costs outlined in Exhibit B shall be as follows:

1. One-third of estimated costs, outlined in Exhibit B, shall be due upon execution of this agreement.
2. One-third of estimated costs, outlined in Exhibit B, shall be due prior to the initial energization of the Generation System with Cass Electric.
3. The remainder of actual costs incurred by the Cooperative shall be due within 30 days from the date the bill is mailed by the Cooperative after project completion. Amounts not paid within ten days after due will accrue interest at the rate of 1% per month.

## VI. DOCUMENTS INCLUDED WITH THIS AGREEMENT

This agreement includes the following exhibits, specifically incorporated herein and made part of this agreement by this reference. If any of these exhibits are deemed not applicable for this generation system installation, they may be omitted from the final agreement by the Cooperative.

1. **Exhibit A** is the description of the generation system and the single-line diagram. This diagram shows all major equipment including, visual isolation equipment, point of common coupling, point of delivery for generation systems that intentionally export, ownership of equipment, and the location of metering.
2. **Exhibit B** is the estimated installation and testing costs payable by the Interconnection Member. Included in this listing shall be the description and estimated costs for the required dedicated facilities being installed by the Cooperative for the interconnection of the generation system and description and an estimate for the final acceptance testing work to be done by the Cooperative.
3. **Exhibit C** (Engineering Data Submittal) is a standard form that provides engineering and operating information about the generation system.
4. **Exhibit D** (Operating Agreement) is the operating agreement that provides specific operating information and requirements for this generation system interconnection. This Exhibit has a separate signature section and may be modified, in writing, with the agreement of both Parties.



## VII. TERM AND TERMINATION

This agreement is effective on the date when both the Interconnection Member and the Cooperative have signed this agreement. The agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

1. The Parties mutually agree in writing to terminate the agreement
2. The Interconnection Member terminates this agreement, by written notice to the Cooperative, prior to the completion of the final acceptance testing of the generation system by the Cooperative. Once the generation system is operational, then [Article VII Part 3](#) applies. Upon receipt of a cancellation notice, the Cooperative must take reasonable steps to minimize additional costs to the Interconnection Member, where reasonably possible.
3. After the generation system is operational, the Interconnection Member terminates this agreement after 30 days written notice to the Cooperative, unless otherwise set forth in Exhibit D or in the operating agreement
4. The Cooperative terminates this agreement after 30 days written notice to the Interconnection Member because:
  - a. The Interconnection Member fails to pay when due any amounts owing by the Interconnection Member to the Cooperative under this agreement, the operating agreement, or the maintenance agreement.
  - b. The Interconnection Member fails to interconnect and operate the generation system, per the terms of this agreement or any other breach, by the Interconnection Member of the terms of this agreement.
  - c. The Interconnection Member fails to take all corrective actions specified in the Cooperative's written notice that the generation system is out of compliance with the terms of this agreement, within the time set forth in such notice.
  - d. If the Interconnection Member fails to complete the Cooperative's final acceptance testing of the generation system within 24 months of the date proposed under section [Article III Section A Part 6](#) of this agreement.
  - e. The operation of the generating system becomes illegal or impracticable as the consequence of the application of any statute, law, or governmental rule or regulation.
5. Upon termination of this agreement, the generation system shall be disconnected from the Cooperative's distribution by or under the direction of

the Cooperative. Costs incurred by the Cooperative in connection with the disconnection of the generation system will be the responsibility of the Interconnection Member. The termination of this agreement will not relieve either Party of its liabilities and obligations, which by their terms, must continue following termination or which arise out of any transaction or occurrence which occurred prior to termination.

## VIII. OPERATIONAL ISSUES

Each Party will, at its own cost and expense, operate, maintain, repair and inspect, and shall be fully responsible for, the facilities which it, now or hereafter, may own, unless otherwise specified.

- A. **Technical Standards:** The generation system shall be installed and operated by the Interconnection Member consistent with the requirements of this agreement, the technical requirements, the applicable requirements located in the National Electrical Code (NEC), the applicable standards published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE), and local building codes and other applicable ordinances in effect at the time of the installation of the generation system.
- B. **Right of Access:** At all times, the Cooperative employees and agents will have access to the disconnect switch of the generation system. The Cooperative may disconnect the generation system for any reasonable purpose arising out of the rights and obligations under this agreement, as necessary to satisfy its obligation to operate the Cooperative grid safely and to provide service to its consumer-members. Interconnection Member authorizes the Cooperative employees and agents access to the Cooperative equipment and facilities located on the premises in order to carry out its rights and obligations under this agreement.
- C. **Electric Service Supplied:** The Cooperative will supply all the electrical requirements of the Interconnection Member that are not supplied by the generation system. Such electric service shall be supplied by the Cooperative under the rate schedules applicable to the Member's class of service, as revised from time to time by the Cooperative.
- D. **Operation and Maintenance:** The generation system shall be operated, inspected, tested and maintained, by the Interconnection Member in accordance with the technical standards and any additional requirements of Exhibit D attached to this document, as amended in writing.
- E. **Cooperation and Coordination:** Both the Cooperative and the Interconnection Member shall communicate and coordinate their operations so that the normal operation of the Cooperative grid does not unduly affect or interfere with the normal operation of the generation system and the generation system does not unduly affect or interfere with the normal operation of the Cooperative grid. Under

abnormal operations of either the generation system or the Cooperative grid, the responsible Party shall provide reasonably timely communication to the other Party to allow mitigation of any potentially negative effects of the abnormal operation of their system.

- F. **Disconnection of Unit:** The Cooperative may disconnect the generation system as necessary, upon the termination of this agreement, non-compliance with this agreement by Interconnection Member, system emergency, imminent danger to the public, or the Cooperative personnel; routine maintenance, repairs, and modifications to the Cooperative grid. The Cooperative shall provide prior notice to the Interconnection Member explaining the reason for the disconnection and shall not disconnect the generation system if such disconnection would imperil the health or safety of Interconnection Member, unless, within 30 days after written notice, Interconnection Member fails to cure the default, or if the default other than a payment default, which is of a nature that it cannot be cured within said 30 day period has not commenced, in good faith, to cure the default. If prior notice is not reasonably possible, and subject to the requirement that no disconnection will occur if such disconnection would imperil the health or safety of Interconnection Member without the notice and opportunity to cure as provided above, the Cooperative shall after the fact, provide information to the Interconnection Member as to why the disconnection was required. The Cooperative is not liable for any loss or damage suffered by Interconnection Member, its tenants, subtenants licensees or other occupants of its premises, as a result of the disconnection of the generation system, pursuant to the terms of this agreement, including without limitation, all damages for any loss of sales, consequential damages, loss of business opportunity, profits or other losses, regardless of whether such damages were foreseeable the Cooperative shall expend reasonable effort to reconnect the generation system in a timely manner and to work towards mitigating damages and losses to the Interconnection Member where reasonably possible.
- G. **Modifications to the Generation System:** Member shall notify the Cooperative, in writing, prior to making any changes, alternations, additions, replacements or modifications to the generation system. Such notice must be made no less than twenty business days prior to the modification. The notice must include all information reasonably required by the Cooperative to undertake the review described in this paragraph. The nature of the proposed modifications to any of the interconnection equipment, including all interconnection required protective systems, the generation control systems, the transfer switches/breakers, interconnection protection VT's & CT's, and generation system capacity must be included in the notification to the Cooperative. The Interconnection Member agrees not to commence the installation of any modifications to the generating system until the Cooperative has approved the modification in writing. The Cooperative shall have a minimum of five business days to review and respond to the planned modification. The Cooperative shall not take longer than a maximum of ten business days to review and respond to the modification, after

the receipt of the information required to review the modifications. In spite of the foregoing, in the event of any emergency creating a risk of injury, death or property damage, Interconnection Member may undertake modifications without the approval of the Cooperative, provided that, the Interconnection Member provides written notice to the Cooperative as soon as reasonably possible of the intent to make changes or of completed changes.

- H. **Permits and Approvals:** The Interconnection Member must at all times comply with all governmental laws, ordinances, rule, regulations or other requirements, and shall obtain all environmental and other permits lawfully required by governmental authorities in connection with its construction, installation, acquisition, operation, and maintenance of the generation system. The Interconnection Member shall also maintain all required permits and comply with the requirements of such permits at all times during the term of this agreement.

## IX. LIMITATION OF LIABILITY/INDEMNITY

- A. Notwithstanding any other provision in this agreement, with respect to the Cooperative's provision of electric service to Interconnection Member and the services provided by the Cooperative pursuant to this agreement, the Cooperative's liability to Interconnection Member shall be limited as set forth in the Cooperative's policies relating to the provision of electric service, which are incorporated herein by reference.
- B. If a Force Majeure event as defined in this agreement in [Article XII](#) prevents a party from fulfilling any obligations under this agreement, such party will promptly notify the other party in writing and 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.
- C. The Interconnection Member assumes liability for and must indemnify, defend, and save harmless, the Cooperative and its consumer-members, directors, officers, managers, employees, agents, representatives, affiliates, successors and assigns for from and against any claims, losses, costs, and expenses of any kind or character, including reasonable legal fees, to the extent that they result from:
1. Interconnection Member's negligence or other wrongful conduct in connection with the design, construction, installation, operation, or maintenance of the generation system and all other facilities in Interconnection Member's side of the point of delivery.

2. A breach of this agreement by Interconnection Member. 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
  - E. damages for the disruption of business

The Cooperative assumes liability for and must indemnify, defend, and save harmless, Interconnection Member, its directors, officers, managers, employees, agents, representatives, affiliates, successors and assigns for from and against any claims, losses, costs, and expenses of any kind or character, including reasonable legal fees, to the extent that they result from

- A. Negligence in the design, construction, installation, operation or maintenance of the Dedicated Facilities;
- B. the breach of this agreement by the Cooperative. Such indemnity shall include but is not limited to, financial responsibility for
  1. monetary losses;
  2. reasonable costs and expenses of defending an action or claim;
  3. damages related to death or injury; (d) damages to property; and
  4. damages for the disruption of business, except that notwithstanding the foregoing, under no circumstances, will the Cooperative be liable for or required to indemnify Interconnection Member of other indemnified party for any claim for which the Cooperative is not otherwise liable under any other term of this agreement or its bylaws, including without limitation, the provisions of [Article VIII, Section F](#), or [Article IX, Section A](#) of this agreement.
- C. The Cooperative and Interconnection Member are each 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 delivery. The Cooperative does not assume any duty of inspecting the Interconnection Member's lines, wires, switches, or other equipment or property except to assure the installation is completed as specified by the Cooperative and agreed upon by the Interconnection Member and the Cooperative, and will not be responsible therefore. Interconnection Member assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.
- D. For the mutual protection of the Interconnection Member and the Cooperative, only with the Cooperative's prior written authorization are the connections between the Cooperative's service wires and the Interconnection Member's service entrance conductors to be energized.

- E. Each Party's liability to the other Party for failure to perform its obligations under this Agreement 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 punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

## X. DISPUTE RESOLUTION

- A. **Dispute Resolution:** Except as provided below, all claims, disputes, controversies, and other matters in question arising out of or relating to this agreement, the alleged breach thereof, the relationship between the parties, or the making or termination of this agreement, including claims of fraud in the inducement or claims under and federal, state or local statutes or ordinances, shall be settled by negotiation between the parties as described in [Article X Section B](#), if negotiation is unsuccessful, by binding arbitration in accordance with the procedures set forth in [Article X Section C](#). Notwithstanding the foregoing, any reserved claim, as defined below, by the Cooperative is not subject to the limitations of this Article. With respect to any reserved claim, the Cooperative is authorized, at its sole option, to bring any such claim before any proper court of competent jurisdiction, either before or after the commencement of informal resolution proceedings under Section B, but before the commencement of any arbitration proceedings under Section C. For the purposes of this provision, a "Reserved Claim is:

1. Any claim of the Cooperative against Interconnection Member for collection of amounts due for reimbursement for professional services, labor and materials provided by or on behalf of the Cooperative under this agreement, whether or not such non-payment results all or in part from any set-off or counterclaim by Interconnection Member against Cass Electric.

or

2. Any claim for injunctive relief by the Cooperative against Interconnection Member resulting from the alleged violation by Interconnection Member of any provision of this agreement.
- B. **Informal Resolution:** Except as provided in Section A, in the event either party desires to resolve any bona fide dispute with respect to matters which relate to a party's rights or obligations under this agreement, such party shall, by written notice to the other party, have such dispute referred to no more than two of their respective employees or agents for attempted resolution by good faith negotiations within 30 days after such notice is received. Any settlement reached by the parties under this section shall not be binding until reduced to writing and signed by the Cooperative and Interconnection Member. When

reduced to writing, such a settlement agreement shall supersede all other agreements, written or oral, to the extent such agreements specifically pertain to the matters so settled. If the designated employees are unable to resolve such disputes within such 30 day period, any party may invoke the provisions of Section C.

- C. **Arbitration:** Except as provided in Section A, any controversy or claim arising out of or relating to this contract, including disputes relating to the formation of this agreement, or the breach thereof, must be settled by arbitration in Fargo, North Dakota, at a time and location designated by the arbitrator, but not exceeding 30 days after a demand for arbitration has been made. The arbitration shall be conducted by the American Arbitration Association in accordance with its Rules of Commercial Arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a retired state or federal judge or an attorney who has practiced commercial litigation for at least ten years. The arbitrators shall have the authority to award any remedy or relief that a court of this state could order or grant according to the terms of this agreement and consistent with applicable law, including, without limitation, equitable remedies, rescission, specific performance of any obligation created under this agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process; provided, however, that punitive or exemplary damages may not be awarded by the arbitrators or by any court. The arbitrators must award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and reasonable attorney's fees.

## XI. INSURANCE

- A. In connection with the Interconnection Member's performance of its duties and obligations under this agreement, the Interconnection Member shall maintain, during the term of the agreement, general liability insurance, from a qualified insurance agency with a B+ or better rating by "Best" and with a combined single limit of not less than:
1. Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the generation system is greater than 250kW.
  2. One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the generation system is between 40kW and 250kW.
  3. Three hundred thousand dollars (\$300,000) for each occurrence if the Gross Nameplate Rating of the generation system is less than 40kW.

4. Such general liability insurance shall include coverage against claims for damages resulting from
    - a. bodily injury, including wrongful death;
    - b. property damage arising out of the Interconnection Member's ownership and/or operating of the generation system under this agreement.
- B. The general liability insurance required shall, by endorsement to the policy or policies:
1. Include the Cooperative as an additional insured.
  2. Contain a severability of interest clause or cross-liability clause.
  3. Provide that the Cooperative shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance.
  4. Provide for 30 calendar days written notice to the Cooperative prior to cancellation, termination, or material change of such insurance.
- C. If the generation system is connected to an account receiving residential service from the Cooperative and its total generating capacity is smaller than 20kW, then the endorsements required in [Article XI Section B](#) shall not apply.
- D. The Interconnection Member shall furnish the required insurance certificates and endorsements to the Cooperative prior to the initial operation of the generation system. Thereafter, the Cooperative shall have the right to periodically inspect or obtain a copy of the original policy or policies of insurance.
- E. Evidence of the insurance required in [Article XI Section A](#) shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by the Cooperative.
- F. If the Interconnection Member is self-insured with an established record of self-insurance, the Interconnection Member may comply with the following in lieu of Article XI Sections A – E:
1. Interconnection Member shall provide to the Cooperative, at least 30 days prior to the date of initial operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under [Article XI Section A](#).
  2. If Interconnection Member ceases to self-insure to the level required hereunder, or if the Interconnection Member is unable to provide continuing evidence of its ability to self-insure, the Interconnection Member agrees to immediately obtain the coverage required under [Article XI Section A](#).



- G. Failure of the Interconnection Member or the Cooperative to enforce the minimum levels of insurance does not relieve the Interconnection Member from maintaining such levels of insurance or relieve the Interconnection Member of any liability.
- H. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, and material changes of such insurance shall be issued and submitted to the following:

Cass County Electric Cooperative, Inc.  
4100 32nd Ave SW  
Fargo, ND 58104

## **XII. MISCELLANEOUS**

### **A. FORCE MAJEURE**

1. An event of Force Majeure means any act of God, the act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. An event of Force Majeure does not include an act of negligence or intentional wrongdoing. Neither Party will be considered in default as to any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder
2. Neither Party will be considered in default of any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder.

## B. NOTICES

1. Any written notice, demand, or request required or authorized in connection with this agreement "Notice" shall be deemed properly given if delivered in person or sent by first-class mail, postage prepaid, to the person specified below:

- a. If to the Cooperative:

Cass County Electric Cooperative, Inc.  
Attention: President  
4100 32nd Ave SW  
Fargo, ND 58104

- b. If to Interconnection Member

XXXXXXXXXXXXX  
XXXXXXXXXXXXX  
XXXXXXXXXXXXX

2. A Party may change its address for notices at any time by providing the other Party written notice of the change, in accordance with this Section.
3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers, maybe communicated or revised by one Party's notice to the other Party.

## C. ASSIGNMENT

Neither Party shall assign its rights nor delegate its duties under this Agreement without the other Party's written consent. Any assignment or delegation made without written consent shall not be valid. Neither Party shall unreasonably withhold its consent to the assignment of this Agreement to any responsible future party.

## D. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or

more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

#### E. GOVERNING LAW AND INCLUSION RATES AND RULES

1. This Agreement shall be interpreted, governed and construed under the laws of the State of North Dakota as if executed and to be performed wholly within the State of North Dakota without giving effect to the choice of law provisions that might apply to the law of a different jurisdiction.
2. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the rate schedules and policies applicable to the electric service provided by Cass Electric, which rate schedules and policies are hereby incorporated into this Agreement by this reference.

#### F. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

#### G. ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and appendices, constitutes the entire agreement between the Parties with regard to the interconnection of the Generation System of the Parties at the Point(s) of Common Coupling expressly provided for in this Agreement and supersedes all prior agreements or understandings, whether verbal or written. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement. Each party also represents that in entering into this Agreement, it has not relied on the promise, inducement, representation, warranty, agreement, or another statement not set forth in this Agreement or in the incorporated attachments, exhibits, and appendices.

#### H. CONFIDENTIAL INFORMATION

Except as otherwise agreed or provided herein, each Party shall hold in confidence and shall not disclose confidential information to any person (except employees, officers, representatives, and agents, who agree to be bound by this section). Confidential information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by

subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver, the Party shall disclose such confidential information which, in the opinion of its counsel, the party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any confidential information so furnished.

I. NON-WARRANTY

Neither by inspection, if any, or non-rejection, nor in any other way, does Cass Electric give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Member or leased by the Interconnection Member from third parties, including without limitation the Generation System and any structures, equipment, wires, appliances or devices appurtenant thereto.

J. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**XIII. SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

XXXXXXXXXX

Cass County Electric Cooperative, Inc.

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

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

Name (Sign): \_\_\_\_\_

Name (Sign): \_\_\_\_\_

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

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

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

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



## EXHIBIT B – Summary of Costs

The Cooperative Costs and Description of Dedicated Facilities being installed by the Cooperative for the Interconnection of the Generation System

This Exhibit shall provide the estimated total costs that will be the responsibility of the Interconnection Member. It is assumed that the initial application has been filed, and the engineering studies have been paid for and completed. Those costs are not included in this listing.

### Acceptance Testing Costs

The Cooperative typically performs the acceptance testing of consumer-member owned generator installations and hires an outside service to perform the actual relay testing portion of the acceptance testing process. Because Cass County Electric Cooperative Inc. is a cooperative, the Interconnection Member will only be charged the true costs associated with this testing. The cost associated with the acceptance testing process is cost estimate can vary between \$1,500 to \$3,000 depending on how long the testing process takes. There are many factors that directly influence the time it takes to complete the acceptance testing, such as the type and number of relays, the complexity of the generator installation, and the outcome of the tests performed.





## EXHIBIT D – Operating Agreement

This Generation System Operating Agreement is entered into by and between Cass County Electric Cooperative, Inc. “the Cooperative” and XXXXXXXXXX “Interconnection Member.” Interconnection Member and the Cooperative are sometimes also referred to in this agreement jointly as “Parties” or individually as “Party”. In consideration of the mutual promises and obligations stated in this Agreement, the Parties agree as follows:

### A. SCOPE AND PURPOSE

1. This agreement is intended to outline the terms, conditions, rights, obligations, and maintenance requirements under which Interconnection Member may interconnect and operate a generation system with a total Nameplate Capacity of 7500 kW at the generator location in parallel with the Cooperative’s electrical distribution system.
2. This agreement does not authorize Interconnection Member, to export power or constitute an agreement to purchase or wheel Interconnection Member power. Other services that Interconnection Member may require from the Cooperative or others may be covered under separate agreements.
3. This agreement does not constitute a request for the provision of any transmission delivery service or any local distribution delivery service.
4. The technical requirements for interconnection are covered in a separate technical requirement document know as the “Cass County Electric Cooperative, Inc. Interconnection Technical Requirements for Generation Systems”, a copy of which has been made available to Interconnection Member and incorporated and made part of this agreement by this reference.

### B. OPERATIONAL ISSUES

Each Party will, at its own cost and expense, operate, maintain, repair and inspect, and shall be fully responsible for, the facilities which it now or hereafter may own, unless otherwise specified.

1. **Technical Standards:** The generation system shall be installed and operated by Interconnection Members consistent with the requirements of this Agreement; the technical requirements; the applicable requirements located in the National Electrical Code (NEC); the applicable standards published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE); and local building and other applicable ordinances in effect at the time of the installation of the generation system.
  - a. **Right of Access:** The Cooperative shall have access at all times to the disconnect switch of the generation system for any reasonable purpose in

- connection with the performance of the obligations imposed on it by this Agreement, to meet its obligation to operate the Cooperative grid safely, and to provide service to its members at all times. If necessary for the purpose of this agreement, Interconnection Members shall allow the Cooperative access to the Cooperative's equipment and facilities located on its premises.
- b. **Cooperation and Coordination:** Both the Cooperative and Interconnection Members shall communicate and coordinate their operations so that the normal operation of the Cooperative grid does not unduly affect or interfere with the normal operation of the generation system and the generation system does not unduly affect or interfere with the normal operation of the Cooperative grid. Under abnormal operations of either the generation system or the Cooperative grid, the responsible Party shall provide reasonably timely communication to the other Party to allow mitigation of any potentially negative effects of the abnormal operation of their system.
- c. **Modifications to the Generation System:** Interconnection Members shall notify the Cooperative, in writing, prior to making any changes, alternations, additions, replacements or modifications to the generation system. Such notice must be made no less than twenty business days prior to the modification. The notice must include all information reasonably required by the Cooperative to undertake the review described in this paragraph. The nature of the proposed modifications to any of the interconnection equipment, including all interconnection required protective systems, the generation control systems, the transfer switches/breakers, interconnection protection VT's & CT's, and Generation System capacity must be included in the notification to the Cooperative. Interconnection Members agree not to commence the installation of any modifications to the Generating System until the Cooperative has approved the modification in writing. The Cooperative shall have a minimum of five business days to review and respond to the planned modification. The Cooperative shall not take longer than a maximum of ten business days, to review and respond to the modification after the receipt of the information required to review the modifications. Notwithstanding the foregoing, in the event of any emergency creating a risk of injury, death or property damage, Interconnection Members may undertake modifications without the approval of the Cooperative, provided that, Interconnection Members provides written notice to the Cooperative as soon as reasonably possible of the intent to make changes or of the changes made.
- d. **Permits and Approvals:** Interconnection Members must at all times comply with all governmental laws, ordinances, rules, regulations, or other requirements, shall obtain all environmental and other permits lawfully required by governmental authorities in connection with its operation and maintenance of their generation system. Interconnection Members shall also

maintain all required permits and comply with the requirements of such permits at all times during the term of this agreement.

- e. **Routine Maintenance Requirements:** Both the Cooperative and Interconnection Members shall communicate and coordinate their maintenance so that the normal operation of the Cooperative's grid does not unduly affect or interfere with the normal operation of the Generation System and the Generation System does not unduly affect or interfere with the normal operation of the Cooperative's grid. Interconnection Members are required to inspect and perform routine maintenance on their generator. Interconnection Members should also inspect the relays for power and errors a minimum of four times per year. The inspection and maintenance items shall include but are not limited to the cooling system, fuel system, air induction, and exhaust system, lube oil system, starting system, engine monitors and safety controls, generator, and control panel.
  
- f. **Re-certification Inspection and Testing Schedule:** For all closed transition installations, the Cooperative requires that all relay settings be made per the Cooperative's direction and tested by an approved entity after the installation is completed. If Interconnection Members do not have access to an approved testing entity, the Cooperative can arrange for the testing procedure. All closed transition installations shall be inspected by the Cooperative, or the Cooperative approved agent every five years from the initial date of installation. The inspection process shall include an on-site review of the installation, review of any maintenance work performed on the installation, and testing of all relays. Interconnection Members shall be responsible for all inspection and relay testing costs.
  
- g. **Notification / Contacts:**  
Cass County Electric  
Power Control Center (701-356-4400);  
Interconnection Members **XXXXXXXXXXXXXXXXXX**
  
- h. **Cost of Testing:** Interconnection Members is responsible for all costs arising out of the retesting of failed or modified equipment as well as the interconnection recertification inspection and testing costs as required in Appendix F of Cass County Electric's Interconnection Requirements for Generation Systems and [Exhibit B](#) – Summary of Cass County Electric Costs and Description of Dedicated Facilities.



C. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

XXXXXXXXXXXXXXXXXXXX

Cass County Electric Cooperative, Inc.

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

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

Name (Sign): \_\_\_\_\_

Name: (Sign) \_\_\_\_\_

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

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

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

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