

**FANNIN COUNTY ELECTRIC COOPERATIVE, INC.  
AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED  
GENERATION**

**SHORT FORM CONTRACT  
APPLICABLE FOR LOADS LESS THAN OR EQUAL TO 50 KW IN SIZE AND OF STANDARD  
MANUFACTURE AND DESIGN**

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Fannin County Electric Cooperative, Inc., ("Cooperative"), a corporation organized under the laws of the State of Texas, and \_\_\_\_\_ ("DG Owner/Member"), 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:

The provisions of the Cooperative's Distributed Generation Manual shall be considered to be a part of this contract; a copy of which has been provided to the DG Owner/Member.

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

\_\_\_\_\_

\_\_\_\_\_ (as further described in Exhibit A) 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/Member and the Cooperative.

1. **Intent of Parties:** It is the intent of the DG Owner/Member 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 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. **Establishment of Point of Interconnection** - The point where the electric energy first leaves the wires or facilities owned by the Cooperative and enters the wires or facilities provided by DG Owner/Member is the "Point of Interconnection." Cooperative and DG Owner/Member agree to interconnect the Facilities at the Point of Interconnection in accordance with the Cooperative's Rules and Regulations and DG Manual relating to interconnection of Distributed Generation (the "Rules") and as described in the attached Exhibit A. The interconnection equipment installed by the customer ("Interconnection Facilities") shall be in accordance with the Rules as well.

3. **Operating authority:** The DG Owner/Member is responsible for establishing operating procedures and standards within their organization. The operating authority for the DG Owner/Member 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/Member is:

Name or title of operating authority \_\_\_\_\_  
Address \_\_\_\_\_  
Phone number \_\_\_\_\_

4. **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.

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

Name or Operator in Charge \_\_\_\_\_  
Address \_\_\_\_\_  
Phone number \_\_\_\_\_

**5. INDEMNIFICATION: DG OWNER/MEMBER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THIS CONTRACT BY DG OWNER/MEMBER, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES, REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF OWNER, FANNIN COUNTY ELECTRIC COOPERATIVE INC., FANNIN COUNTY ELECTRIC COOPERATIVE'S REPRESENTATIVE, OR THE EMPLOYEES, AGENTS, INVITEES, OR LICENSEES THEREOF. DG OWNER/MEMBER, FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER, FANNIN COUNTY ELECTRIC COOPERATIVE AND ITS REPRESENTATIVES, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF IN RESPECT OF ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST OWNER, FANNIN COUNTY ELECTRIC COOPERATIVE, INC.'S, IT'S REPRESENTATIVES, AND EMPLOYEES, AGENTS, INVITEES, AND LICENSEES THEREOF.**

6. **Metering:** Metering shall be accomplished as described in the Cooperative's DG Manual.

7. **Insurance:** Insurance shall be required as described in the Cooperative's DG Manual.

8. **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/Member's System and the quality of electric energy supplied by the DG Owner/Member

shall meet the standards as specified by the Cooperative. If the operation of the DG Owner/Member'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/Member to take reasonable and expedient corrective action. The Cooperative shall have the right to disconnect the DG Owner/Member's System, until compliance is reasonably demonstrated. Notwithstanding, the Cooperative may in its sole discretion disconnect the DG Owner/Member'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.

9. **Compliance with Laws, Rules and Tariffs:** Both the Cooperative and the DG Owner/Member shall be responsible for complying with all applicable laws, rules and regulations, including but not limited to the laws of the state of Texas, and the Cooperative's DG Manual, 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, rules of the Cooperative as applicable to the electric service provided by the Cooperative and the Cooperative's DG Manual which 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.

10. **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 outages.

11. **Access:** Access is required by the Cooperative to the DG Owner/Member's plant site for maintenance, operating and meter reading. The Cooperative reserves the right, but not the obligation, to inspect the DG Owner/Member's facilities.

12. **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, 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 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.

13. **Assignment:** At any time during the term of this Agreement, the DG Owner/Member may assign this Agreement to a corporation, an entity with limited liability or an individual (the "Assignee"), provided that the DG Owner/Member obtains the consent of the Cooperative in advance of the assignment. The Cooperative's consent will be based on a determination that the Assignee is financially and technically capable to assume ownership and/or operation of the DG unit. The company or individual to which this Agreement is assigned will be responsible for

the proper operation and maintenance of the unit, and will be a party to all provisions of this Agreement.

**14. Effective Term and Termination Rights:** This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. This agreement may be terminated as follows: (a) DG Owner/Member may terminate this Agreement at any time by giving the Cooperative sixty days' written notice; (b) Cooperative may terminate upon failure by the DG Owner/Member to generate energy from the Facilities in parallel within six (6) months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least thirty (30) days prior written notice that the other Party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of the Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Cooperative may terminate by giving DG Owner/Member at least sixty (60) days written notice in the event that there is a material change in an applicable law, or any requirement of the Cooperative's wholesale electric suppliers or any transmission utility, independent system operator or regional transmission organization having responsibility for the operation of any part of the System.

AGREED TO BY

DG Owner/Member

Fannin County Electric Cooperative, Inc.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
FCEC Account Number

**EXHIBIT A**  
**DESCRIPTION OF FACILITIES AND POINT OF INTERCONNECTION**

*DG Owner/Member will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for its Facilities, unless otherwise specified on Exhibit A*