

**CKENERGY ELECTRIC
COOPERATIVE**

**Distributed Generation
Requirements,
Procedures & Guidelines
Manual for Members**

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TABLE OF CONTENTS

GENERAL..... 3

I. DETERMINE THE CATEGORY OF DG FACILITY..... 4

 1) Connection Level Category.....4

 2) Power Export Category.....4

 3) Qualifying or Non-Qualifying Category.....4

 4) Size Category.....4

II. MEMBER’S INITIAL REQUIREMENTS 5

 1) Notification.....5

 2) Service Request5

 3) Submit a DG Plan.....5

III. COOPERATIVE AND POWER SUPPLIER REVIEW PROCESS..... 6

IV. SALES TO AND PURCHASES FROM A DG INSTALLATION..... 6

 1) For all facilities where the Member desires to export power.....6

 2) For facilities < 300 KW where the Member desires to export power.....7

V. MEMBER’S RESPONSIBILITY PRIOR TO OPERATION 7

 1) Line Extension and Modifications to Cooperative Facilities7

 2) Applicable Regulations8

 3) Liability Insurance.....8

 4) Contracts.....8

 5) Initial Interconnection.....9

VI. REFUSAL TO INTERCONNECT SERVICE OR DISCONNECTION OF INTERCONNECTION SERVICE 9

VII. OPERATION OF PARALLEL FACILITY 9

 1) Ownership of facilities.....9

 2) Self-Protection of DG Facilities10

 3) Quality of service10

 4) Safety disconnect10

 5) Access.....11

 6) Liability for Injury and Damages.....11

 7) Metering/Monitoring12

 8) Notice of Change in Installation13

 9) Testing and Record Keeping13

 10) Disconnection of Service13

OTHER INFORMATION

AGREEMENT FOR INTERCONNECTION OF DG

 Agreement..... 14

SAMPLE TARIFF: DISTRIBUTED GENERATION RIDER 18

GENERAL

In order to receive service from the Cooperative, a customer must join or become a “member” of the cooperative. Throughout this manual, customers will be referred to as members. For more information about the cooperative membership application process, including any applicable membership fees or deposits, see the Cooperative to request new member information.

It is the intent of the Cooperative to allow Members to install Distributed Generation (DG) if so desired, provided the Member’s DG facility does not adversely affect the Cooperative. The Member must conduct his/her own analysis to determine the economic benefit of DG operation.

DG operation that is not connected to the Cooperative distribution system in any way is known as “stand-alone” or “isolated” DG. The Member may operate a DG installation in stand-alone or isolated fashion as long as it does not adversely affect the Cooperative distribution system. A DG operation connected in any way to the Cooperative distribution system shall be considered as a “parallel” operation. For purposes of this manual, a DG operation is considered as “parallel” anytime it is connected to the Cooperative distribution system in any way, even if it is not the intention of the Member to export power to the Cooperative or its Power Supplier. All provisions of this manual shall apply to parallel operation of DG facilities as so defined.

This manual is not a complete description or listing of all the laws, ordinances, rules and regulations the Members must or should follow, nor is it an installation or safety manual. The Member requesting DG service must follow, in addition to all provisions of this Manual, the Cooperative’s *Rules and Regulations and Tariffs for Electric Service*, the Cooperative’s *Line Extension Policy*, the *Policies and Procedures* of the Cooperative’s power supplier where applicable, the current *IEEE 1547 Standard Guide for Distributed Generation Interconnection* (a copy is on file at the Cooperative for inspection along with information so the Member may obtain his/her own copy), and any other applicable governmental and regulatory laws, rules, ordinances and/or requirements. All legal, technical, financial, etc. requirements in the following sections of this manual must be met prior to interconnection.

A Member may serve all load behind the meter at the location serving the DG installation but will not be allowed to serve multiple meters, multiple consuming facilities or multiple Members with a single DG installation or under a single DG application without prior approval by the Cooperative.

DG facilities larger than 300 kW are not covered by this manual and will be considered by the Cooperative and its Power Supplier on a case-by-case basis.

I. DETERMINE THE CATEGORY OF DISTRIBUTED GENERATION FACILITY

1) Connection Level Category

- a) Connected to the Cooperative's system
The Member requests and/or the Member's DG facility requires connection to the Cooperative's system. All provisions of this manual cover this category.
- b) This manual does NOT cover connection to the Cooperative's Power Supplier's system**

2) Power Export Category

- a) Parallel – no power export
The member operates a system connected in any way to the Cooperative distribution system but with no intention to export power to the Cooperative.
- b) Parallel – power generated to be both consumed and exported
The member operates a system connected in any way to the Cooperative distribution system designed primarily to serve the member's own load but with the intention to export excess power to the Cooperative.
- b) Parallel – power generated to be exported only. This manual does NOT cover "export only" connections. Requires a separate agreement with the Cooperative's power supplier.**

3) Qualifying or Non-Qualifying Category

- a) Qualifying Facilities (QF) are defined by the Public Utility Regulatory Policies Act of 1978 (PURPA). Refer to CFR Title 26, Volume 4, Sec. 292.204. Qualifying Facilities will always be given consideration by the Cooperative for connection.
- b) The distinction between QF and Non-Qualifying Facilities (NQF) mainly deals with fuel use.
 - (1) In general, a QF must have as its primary energy source biomass, waste, renewable resources, geothermal resources or any combination.
 - (2) Other DG will be considered NQF by the Cooperative.
- c) The Cooperative will provide interconnection to DG members, subject to the provisions of this manual and other applicable rules and regulations.

4) Size Category

- a) Facilities 300 kW and smaller
- b) Facilities above 300 kW of connected generation (not considered under this manual)

II. MEMBER’S INITIAL REQUIREMENTS

1) Notification

- a) The Member must meet all the Cooperative’s membership and service requirements in addition to the requirements in the manual.
- b) Anyone owning and/or operating a Parallel Distributed Generation (DG) facility or facilities served by the Cooperative must notify the cooperative of the existence, location and category of the facility.

2) Service Request

- a) In advance of requested interconnection, the Member must contact the Cooperative and complete the “Cooperative Agreement for Interconnection of Distributed Generation” (included).
- b) QF \leq 300 kW will always be considered for connection by the Cooperative. NQF may be considered for connection at the sole discretion of the Cooperative.
- c) A separate form must be submitted for each facility and each location.

3) Submit a DG Plan

- a) **Along with the Interconnection Agreement, the Member shall submit a plan detailing the electrical design, interconnection requirements, size, and operational plans. Either at the time of submission or at any time during the review process, the Cooperative may require additional information and/or may require the plans to be prepared by a registered Professional Engineer in the state.**
- b) **In the case of parallel facilities with no intention to export power to the Cooperative that are of standard design and intended entirely as emergency or back-up power supply for the facility, the Cooperative may, at its sole discretion, waive any application fee.**
- c) **At the time of application and prior to review of the Interconnection Agreement and plan by the Cooperative, the Member shall pay an application fee as indicated below. A separate fee must be submitted for each facility and location.**

DG Size (Connected Load)	Application Fee	Additional Engineering Fee
< 25 kW	\$175	None
26 kW to 100 kW	\$275	As Required
101 kW to 300 kW	Determined by Cooperative at time of Request	As Required
> 300 kW	Not covered by this manual	

III. COOPERATIVE AND POWER SUPPLIER REVIEW PROCESS

1) Plan Review Process

- a) The Cooperative will review the application and accompanying documents, plans, specifications, and other information provided and will return an interconnection agreement to the Member within 30 days of receipt of final plans and specifications.
- b) Technical review will be consistent with guidelines established by the most recent *IEEE Standard 1547 Guide for Distributed Generation Interconnection*.
- c) If corrections or changes to the plans, specifications and other information are to be made by the Member, the up to 30 day period may be reinitialized when such changes or corrections are provided to the Cooperative. In addition, any changes to the site or project requiring new analysis by the Cooperative may require additional cost and a new plan. The cost will be determined by the Cooperative.
- d) Any review or acceptance of such plans, specifications and other information by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such DG installations.
- e) In the event it is necessary at the time of initial interconnection or at some future time for the Cooperative and/or its Power Supplier to modify electric delivery systems in order to serve the Member's DG facilities and/or purchase or continue to purchase the Member's output, or because the quality of the power provided by the Member's DG adversely affects the Cooperative delivery system, the Member will reimburse the Cooperative for all costs of modifications required for the interconnection of the Member's DG facilities.

IV. SALES TO AND PURCHASES FROM A DG INSTALLATION

1) For all facilities where the Member desires to export power

- a) All facilities will be connected under one of the Cooperative's existing rate tariffs, **excluding pre-paid rate schedules**.
- b) Sales to a Member shall be consistent with the applicable retail rate schedule established by the Cooperative and in use by the Member as if there were no DG installation with any additional charges added.
- c) All applicable rates and charges included in the Cooperative rate tariffs shall apply to a DG facility in addition to any special charges listed in the tariff.
- d) The Member shall pay all rates and charges so listed.
- e) The Cooperative is under no obligation to purchase power from a NQF.

- 2) For facilities \leq 300 kW where the Member desires to export power:
- a) For power produced in excess of on-site requirements, the Member will be compensated by (Net metering). The metering shall provide data so the Cooperative can determine each billing period the energy supplied to the Member by the Cooperative and the energy supplied to the Cooperative's distribution system by the Member. The Cooperative shall bill the Member for the excess energy supplied by the Cooperative over and above the energy supplied by the Member during each billing period according to the Cooperative's applicable retail rate schedule.
 - b) When the energy supplied by the Member exceeds the energy supplied by the Cooperative during a billing period, the monthly charge and/or minimum bill of the retail rate schedule shall be billed by the Cooperative.
 - c) In addition, the Cooperative shall pay the Member on a monthly basis for the excess energy supplied by the Member to the Cooperative. The amount paid by the Cooperative to the Member shall be the Excess KWH Produced rate.
 - d) The Member shall sign an approved agreement for interconnection service with the Cooperative.
 - e) In addition to all other charges, the Cooperative may bill the member for any additional facilities charges as determined in the contract for service.
 - f) The Cooperative and/or its power supplier may, at its sole discretion, purchase power from a NQF under the terms of this section.

V. MEMBER'S RESPONSIBILITY PRIOR TO OPERATION

- 1) Line Extension and Modifications to Cooperative Facilities
- a) As a part of the interconnection analysis performed by the Cooperative, the Member will be provided with an estimate of any line extension or other cost to be incurred in providing electric delivery service to the Member's DG facility.
 - b) Without regard to the Cooperative's line extension policy, the Member shall pay in advance the full cost of the construction of any distribution, transformation, metering, protective, or other facilities or equipment deemed necessary for the safe interconnection of the Member facility by the Cooperative.
 - c) In the event it is necessary at the time of initial interconnection or at some future time for the Cooperative to modify electric delivery systems in order to serve the Member's DG facilities and/or purchase or continue to purchase the Member's output, or because the quality of the power provided by the Member's DG adversely affects the Cooperative delivery system, the Member will reimburse the Cooperative for all costs of modifications required for the interconnection of the Member's DG facilities.
 - d) In the event the Cooperative at any time in the future changes primary voltage of distribution facilities serving the DG installation such that metering equipment, transformers and/or any Member-owned equipment must be changed, the full cost of the change will be borne by the Member.
 - e) In all cases, the Member shall pay the full cost of the installation of a visible load break disconnect switch by and to the sole specification of the

Cooperative. The switch will be readily accessible to Cooperative personnel and of a type that can be secured in an open position by a Cooperative lock.

2) Applicable Regulations

- a) The Member shall comply with all applicable tariffs, policies and procedures of the Cooperative. (DG tariffs, policies and procedures included.)
- b) The Member shall comply with all applicable laws, ordinances rules and regulations of any federal, county, state, and/or local authority, including, but not limited to: the most recent *IEEE Standard 1547 Guide for Distributed Generation Interconnection*, applicable ANSI standards, including ANSI C84.1 Range A relating to installation, safety, easements, code restrictions, operation and other matters.
- c) The Member shall be solely responsible for compliance with all applicable environmental laws, requirements and regulations, including but not limited to reporting and permits.

3) Liability Insurance

- a) Facilities 300 kW and smaller
 - (1) Prior to interconnection, the Member must provide proof of adequate insurance. The desired "per occurrence" liability amount is \$1,000,000.
 - (2) The amount of the insurance may be increased at the sole discretion of the Cooperative if the nature of the project so requires.
 - (3) The insurance policy will not be changed or canceled during its term without thirty days written notice to the Cooperative.
 - (4) The Member shall provide proof of such insurance to the Cooperative upon request.

4) Agreements

Interconnection Agreement

- (1) The Member will sign and deliver an interconnection Agreement to the Cooperative.
- (2) The Cooperative will provide the required agreement form with these guidelines.

5) Initial Interconnection

- a) Upon satisfactory completion of the review process and execution of required agreements as outlined in this manual, the cooperative will begin interconnection of DG facilities. Interconnection will be completed as soon as practical after completion of the review process and execution of the necessary agreements. After completion of interconnection requirements and prior to initiation of service, the Cooperative will conduct a final inspection of the facilities and interconnection to the Cooperative's system. Upon satisfactory final inspection, the Cooperative will initiate service to the DG member.
- b) The Cooperative's review process and final inspection is intended as a means to safeguard the Cooperative's facilities and personnel. Any review by the Cooperative and/or its Power Supplier shall not impose any liability on the Cooperative and/or its Power Supplier and does not guarantee the adequacy of the Member's equipment to perform its intended function. The Cooperative and its Power Supplier disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such DG installations.

VI. REFUSAL TO INTERCONNECT SERVICE OR DISCONNECTION OF INTERCONNECTION SERVICE

The Cooperative may, at its sole discretion, prevent the interconnection or disconnect the interconnection of DG installations due to reasons such as safety concerns, reliability issues, power quality issues, breach of interconnection agreement or any other reasonable issue. This disconnection may be without prior notice.

VII. OPERATION OF PARALLEL FACILITY

The purpose of this section is to outline the Cooperative's DG Operational requirements and is not intended to be a complete listing of all operational, regulatory, safety and other requirements.

1) Ownership of facilities

- a) The Member shall own and be solely responsible for all expense, installation, maintenance and operation of all facilities, including all power generating facilities, at and beyond the point of common coupling as defined by the IEEE except as indicated in item 1) b).
- b) At its sole discretion, the Cooperative may locate cooperative owned metering equipment and transformers past the point of common coupling.

2) Self-Protection of DG Facilities

- a) The Member will furnish, install, operate and maintain in good order and repair all equipment necessary for the safe operation of the power generating installation in parallel with the Cooperative electric distribution system.
- b) Equipment will have capability to both establish and maintain synchronism with the Cooperative system and to automatically disconnect and isolate the DG installation from the Cooperative system.
- c) The Member's DG installation will be designed, installed and maintained to be self-protected from normal and abnormal conditions on the Cooperative system including, but not limited to, overvoltage, undervoltage, overcurrent, frequency deviation, and faults. Self protection will be compatible with all applicable Cooperative protection arrangements and operating policies.
- d) Additional protective devices and/or functions may be required by the Cooperative when, in the sole judgment of the Cooperative, the particular DG installation and/or the Cooperative system characteristics so warrant.

3) Quality of service

- a) Member's DG installation will generate power at the nominal voltage of the Cooperative electrical distribution system at the Member's delivery point as defined by ANSI C84.1 Range A.
- b) Member's DG installation will generate power at a frequency within the tolerances as defined by IEEE 1547.
- c) Member's DG installation shall produce power at a minimum power factor of at least 95% or shall use power factor correction capacitors to ensure at least a 95% power factor.
- d) The overall quality of the power provided by the Member's DG installation including, but not limited to, the effects of harmonic distortion, voltage regulation, voltage flicker, switching surges and power factor, will be such that the Cooperative system is not adversely affected in any manner.
- e) In the event that the adverse effects are caused in whole or in part by the Member's DG installation, the Member will correct the cause of such effects, reimburse the Cooperative for required correction, or be disconnected from the Cooperative system.

4) Safety disconnect

- a) The Member shall install a visible load break disconnect switch at the Member's expense and to the Cooperative's specifications.
- b) The switch will be located so as to be readily accessible to Cooperative personnel in a location acceptable to both the Member and Cooperative.
- c) The switch shall be a type that can be secured in an open position by a Cooperative lock. If the Cooperative has locked the disconnect switch open, the Member shall not operate and/or close the disconnect switch.
- d) The Cooperative shall have the right to lock the switch open when, in the judgment of the Cooperative:

- (1) It is necessary to maintain safe electrical operating and/or maintenance conditions,
 - (2) The Member's DG adversely affects the Cooperative system, or
 - (3) There is a system emergency or other abnormal operating condition warranting disconnection.
- e) The Cooperative reserves the right to operate the disconnect switch for the protection of the Cooperative system even if it affects the Member's DG installation. In the event the Cooperative opens and/or closes the disconnect switch:
- (1) The Cooperative shall not be responsible for energization or restoration of parallel operation of the DG installation.
 - (2) The Cooperative will make reasonable efforts to notify the Member.
- f) The Member will not bypass the disconnect switch at any time for any reason.
- g) Signage shall be placed by the Cooperative at the location of the disconnect indicating the purpose of the switch along with contact names and numbers of both the Member and the Cooperative.
- h) Members with DG facilities as defined in this manual which are solely for the purpose of emergency backup or peak shaving without intent to export power shall not operate their DG facilities unless visibly disconnected from the Cooperative system.
- i) Should the Cooperative lose power from its system serving the Member's DG facilities for any reason, Members with DG facilities which are intended to export power shall not operate their DG facilities unless disconnected from the Cooperative system.

5) Access

- a) Persons authorized by the Cooperative will have the right to enter the Member's property for purposes of testing, operating the disconnect switch, reading or testing the metering equipment or other DG and/or service requirement. Such entry onto the Member's property may be without notice.
- b) If the Member erects or maintains locked gates or other barriers, the Member will furnish the Cooperative with convenient means to circumvent the barrier for full access for the above-mentioned reasons.

6) Liability for Injury and Damages

- a) The Member assumes full responsibility for electric energy furnished at and past the point of interconnection and shall indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Member arising from electric power and energy delivered by the Cooperative or in any way arising directly or indirectly from the Member's DG installation except:

- (1) When the negligence of the Cooperative or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Member or to employees of Member or in the case of a residential Member, to all people of the household, and
 - (2) As to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from:
 - (a) Any negligence of the Cooperative or its agent or agents independent of and unrelated to the maintenance of Cooperative facilities or any condition on Member's premises, or
 - (b) The breach by the Cooperative of any provision of any contract regarding purchase and/or sale of electrical energy or service between the Member and the Cooperative.
- b) The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and waveform fluctuations occasioned by causes reasonably beyond the control of the Cooperative including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction. For claims resulting from failures, interruptions, or voltage and waveform fluctuations occasioned in whole or in part by the negligence of the Cooperative or its agent or agents, the Cooperative shall be liable only for that portion of the damages arising from personal injury, death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximately caused by the negligent acts of the Cooperative or its agent or agents. The Cooperative shall not be liable in any event for consequential damages.

7) Metering/Monitoring

Two meters are required:

1) Net Meter (Primary Cooperative Revenue Meter for the Service) – records the net of: kWhs delivered from the Cooperative and consumed by the member, and unconsumed kWhs received from the Member by the Cooperative.

2) Production Meter (Meter Base purchased and installed by DG installer) – records total production of all kWhs of member owned distributive generation.

- a) The Cooperative shall specify, all metering equipment required in Items 1 & 2. DG installers shall be responsible for mounting and wiring a 100amp 4 terminal meter base.
- b) Facilities \leq 300 kW will be net metered by installing a meter which measures the flow of energy in each direction.
- c) The application fee is due upon approval of the Interconnection Agreement and prior to installation of the net metering equipment.
- d) Meter testing shall follow the Cooperative's standard policy on metering testing and accuracy.

- e) At its sole discretion, the Cooperative may meter the facility at primary or secondary level.

8) Notice of Change in Installation

- a) The Member will notify the Cooperative in writing thirty (30) days in advance of making any change affecting the characteristics, performance, or protection of the DG installation.
- b) If any modification undertaken by the Member will create or has created conditions which may be unsafe or adversely affect the Cooperative system, the Member shall immediately correct such conditions or be subject to immediate disconnection from the Cooperative system.
- c) Any change in the operating characteristics of the DG installation including, but not limited to, size of generator, total facility capacity, nature of facility, fuel source, site change, hours of operation, or type of generator used, will required a new application process, including, but not limited to, application form, application fee, DG plan and DG plan review by the Cooperative and/or its Power Supplier.

9) Testing and Record Keeping

- a) The Member will test all aspects of the protection systems up to and including tripping of the generator and interconnection point at start-up and thereafter as required. Testing will verify all protective set points and relay/breaker trip timing and shall include procedures to functionally test all protective elements of the system. The Cooperative may witness the testing.
- b) The Member will maintain records of all maintenance activities, which the Cooperative may review at reasonable times.

10) Disconnection of Service

The Cooperative may, at its sole discretion, discontinue the interconnection of DG installations due to reasons such as safety concerns, reliability issues, power quality issues, breach of interconnection agreement or any other reasonable issue.

**DISTRIBUTION COOPERATIVE AGREEMENT
FOR INTERCONNECTION OF DISTRIBUTED GENERATION**

This Interconnection Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by CKenergy Electric Cooperative Inc., (“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:

The DG Owner/Operator agrees to comply with the provisions of the Cooperative’s Distributed Generation Manual.

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 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.

3. **Operating authority:** The DG Owner/Operator is responsible for establishing operating procedures and standards. 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 _____

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/Operator is:

Name or title of operating authority _____

Address _____

Phone number _____

5. 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, which are incorporated herein by reference.
- 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 at or beyond 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.

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/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.

9. **Compliance with Laws, Rules and Tariffs:** 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 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 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. **Member must be on a standard rate schedule for Net Metering. Members on pre-paid rate must contact the cooperative and make arrangements to be moved to standard rate schedule prior to Net Metering.** 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/Operator's plant site for maintenance, operating and meter reading. The Cooperative reserves the right, but not the obligation, to inspect the DG Owner/Operator'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, lighting, 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. **Term:** This document is intended to be valid for a period of two (2) years. It may be canceled by either party with 30 days notice to the other party.

AGREED TO BY

DG Owner/Operator

Cooperative

Name

Name

Title

Title

Date

Date

STANDARD RATE SCHEDULE – DISTRIBUTED GENERATION RIDER - RATE 710

Purchases from a Customer-Facility Less Than 300 KW of connected generation: All kilowatt hours produced by the Customer DG Facility, including but not exceeding actual total kilowatt hour consumption of the facility in the current month, shall be compensated at the published kwh rate indicated on his/her base rate. All kilowatt hours produced by the Customer Facility in excess of the current monthly consumption shall be calculated at the Excess KWH Produced rate. The Excess KWH Produced total shall be credited to the Customer’s account the following month. The Excess KWH Produced Rate will be reviewed annually by the Cooperative Staff and Board of Directors to determine whether changes are needed to maintain a fair balance between costs of service realized by the Cooperative, and compensation for produced kilowatt hours by the Customer DG Facility. A Customer DG Facility must be a Qualifying Facility (QF) as defined by the Public Utility Regulatory Policies Act of 1978 (PURPA). If Customer is not a QF, the Cooperative may, at its sole discretion, elect to/or not to purchase power from the Customer.

Monthly Rate: Each billing period the Customer shall be obligated to pay the following charges in addition to all charges indicated on his/her base rate:

Metering Charge:

25 kW and smaller	@	\$20.00per meter / month
Over 25 kW	@	\$50.00per meter / month

<u>Excess KWH Produced Rate</u>	@	\$0.037/per kWh
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Additional Facilities Charge (As Needed) As determined at the sole discretion of the Cooperative on a non-discriminatory case-by-case basis to recover any additional operation and maintenance expense caused by the Customers Facility.

Data Access Communications Link: In addition to all other charges in the Customers tariff and this rider, the Customer will provide the Cooperative at his/her own expense a communication link as approved at the sole discretion of the Cooperative for remotely obtaining meter readings at a time or times of the month as determined at the Cooperatives sole discretion.

Agreements: An Interconnection Agreement between the Customer and the Cooperative shall be required in all cases.