

**AGREEMENT FOR INTERCONNECTION AND  
PARALLEL OPERATION OF CUSTOMER-OWNED GENERATION  
OR CO-GENERATION INSTALLATION**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "Producer", and Bowie-Cass Electric Cooperative, Inc., hereinafter referred to as the "Cooperative" is as follows:

1. **Purpose.** Producer owns or intends to own and/or operate an electric power generating installation and desires to interconnect and operate such installation in parallel with Cooperative's electric distribution system. This agreement defines the relationship between the Cooperative and Producer including terms affecting purchase and sale of electricity as well as reasonable conditions for interconnection and parallel operation.
  
2. **Producer's Generating Installation.** The generating installation to which this Agreement applies is described as:

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Serial #: \_\_\_\_\_

Pre-Certification Label or Type Number: \_\_\_\_\_

Fuel or Energy Source: \_\_\_\_\_

Nameplate Output Rating: \_\_\_\_\_ kVA \_\_\_\_\_ kW

Operating Voltage: \_\_\_\_\_ Volts

Connection: \_\_\_\_\_ Phase

Located at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Emergency Contact:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

3. **Terms.** The Cooperative agrees to use reasonable diligence to provide simultaneous electric service. Interconnection, parallel operation, sales and purchases of electricity will be governed by the Cooperative's Tariff including any and all amendments that may hereafter be approved or ordered by any regulatory authority having jurisdiction, SAID TARIFF including all service rules, regulations, and rates IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICE IN DOUGLASSVILLE, TEXAS.

4. **Interconnection.** Prior to interconnection, Producer shall have:

- a) Fulfilled all requisites for the provision of electric utility service contained in the tariff;
- b) Provide an interconnection plan and other information;
- c) Pay pre-interconnection fee;
- d) Comply with conditions for line extension;
- e) Provide satisfactory liability insurance;
- f) Sign and deliver this Agreement;
- g) Complete construction;
- h) Comply with laws;
- i) Give notice of intent to energize; and
- j) Eliminate any conditions preventing interconnection.

Producer warrants to Cooperative that Producer's power generating installation is constructed and will be maintained in a safe and reliable condition and will comply with the latest applicable codes.

5. **Parallel Operation.** Producer is responsible for installation, safe operation, protection, and maintenance of all equipment and wiring at and beyond the point where Producer's conductors contact the Cooperative's conductors. The electrical power generated shall be compatible with Cooperative's standard distribution system at the point of delivery and of such quality that Cooperative's system is not adversely affected. Producer shall install and/or pay for a visible break disconnect switch. The Cooperative shall have access to the disconnect switch and meter(s) at all times.

The Cooperative's LIABILITY IS LIMITED in accordance with its tariff and Producer agrees to indemnify and hold the Cooperative harmless from all claims except as specified in the tariff.

6. **Purchases of Electricity from Producer.** At the option of the Producer, the Cooperative will purchase/credit and meter Producer's generating facility per provisions of the Tariff.

The Cooperative will pay/credit for electricity purchased from Producer at the applicable tariff rate and manner for power generation installations.

**7. Sales of Electric Service to Producer.** Producer agrees to pay for electric service in accordance with the rate schedule applicable to Residential / Commercial rate class. If any tariff or rate is changed by the Cooperative, or by order or consent of any regulatory authority having jurisdiction thereof, whether or not at the request of the Cooperative, such changed tariff, rate/or redefined class of service shall be applicable to service provided hereunder from and after the effective of such change. Periodically, Cooperative will render to Producer a statement of services rendered. Producer agrees to pay the total amount shown on such statement within sixteen (16) days from its date. Payment shall be made to Cooperative at its office in Douglassville, Texas.

**8. Membership.** The Producer, prior to, or on, or as of the effective date of this Agreement, if not already such, shall become and thereafter remain a member of the Cooperative, and will be bound by and comply with the Cooperative's Article of Incorporation, By-Laws and Service Rules and Regulations, both as they now exist or, as they may from time to time be amended, replaced, or adopted by the Cooperative.

**9. Continuity of Service.** The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, but if such supply shall fail or be interrupted or become defective, through the act of God or public enemy, or by accident, strikes or labor trouble, or by action of the elements, or because of inability to secure right-of-way or other permits needed, or for any cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefore. The Producer shall have all electrical equipment adequately protected with devices as required by the latest edition of the National Electric Code and as specified in the tariff. All generation facilities shall have protective devices on all phases, in order to protect such facilities from damage resulting from outages, regardless of cause, of one or more phases.

**10. Right of Access.** Duly authorized representatives of the Cooperative shall be permitted to enter upon the Producer's premises at all reasonable times in order to carry out the provisions hereof.

The Producer, without cost to Cooperative, shall provide Cooperative with such easements, leases and other rights as may be reasonable necessary for the construction, installation, operation and maintenance of the facilities to be used by the Cooperative in the furnished of the electric service provided for hereunder.

**11. Terms.** The acceptance of this instrument by the Cooperative shall constitute an agreement between the Producer and the Cooperative which shall continue in force for an initial term of 1 year from the date service is made available by the Cooperative to the Producer. After the initial term, this agreement may be terminated by either party giving at least thirty (30) days written notice to the other.

**12. Breach.** The failure or refusal to perform any obligation contained in this

Agreement shall constitute a breach of this Agreement. The parties shall have such remedies for breach as may be provided by law or in equity. Notwithstanding any other provision of this Agreement, Cooperative may discontinue service if Producer has breached any portion of this Agreement by failure to make timely payment or otherwise.

**13. Entire Agreement.** This agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between Producer and the Cooperative for the service herein described, and the Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Producer agrees that it is not relying on any statements not herein contained.

**14. Assignment.** This agreement shall not be assigned by Producer except in accordance with the Articles of Incorporation, By-laws, and Service Rules and Regulations of the Cooperative. This Agreement shall inure to the benefit of the Cooperative's assigns.

**15. Notices.** Notices as required under this Agreement shall be delivered by first class mail to the address specified below or such other address as a party shall specify by written notice to the other:

To Consumer at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Cooperative at: Bowie-Cass Electric Cooperative, Inc.  
P. O. Box 47  
Douglassville, Texas 75560

Account No. \_\_\_\_\_  
Map No. \_\_\_\_\_

**16. Interconnection Cost.** Producer agrees to pay for extension of Cooperative's facilities and other interconnection costs as follows:

\$ \_\_\_\_\_ in advance of any work by the Cooperative

**17. Receipt of Service Rules and Regulations.** Producer acknowledges receipt of a copy of the Cooperative's Service Rules and Regulations which include a standard tariff.

IN WITNESS WHEREOF, the Cooperative and the Producer have caused this Agreement to be executed in duplicate originals, on or as of the day and year first above written.

Attest:

**Bowie-Cass Electric Cooperative, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

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

Attest:

\_\_\_\_\_

(Producer)

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

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

\* If other than President, Vice President, Partner or Owner, a Power of Attorney must accompany Agreement.