

Account # \_\_\_\_\_  
Service Map Location: \_\_\_\_\_

New Agreement  
 Transfer/Reconnect

**STANDARD INTERCONNECTION/PURCHASE AGREEMENT  
FOR OPTIONAL NET METERING AND SMALL POWER PRODUCER FACILITIES**

This Interconnection/Purchase Agreement for Optional Net Metering and Small Power Producer Facilities ("Agreement") is made and entered into the date below written by Northeast Oklahoma Electric Cooperative, Inc. ("Cooperative") and \_\_\_\_\_ ("Producer"), a \_\_\_\_\_ (specify whether corporation or other), each hereinafter sometimes referred to individually as "Party" or collectively as the "Parties." In consideration of the mutual covenants set forth herein, the Parties agree as follows:

**1. The Optional Net Metering or Small Power Producer Facility**

- a) The Optional Net Metering or Small Power Producer Facility ("Facility" or "Facilities") meets the applicable requirements for Small Power Producers of the Oklahoma Corporation Commission ("OCC") Rules, Oklahoma Administrative Code ("OAC") 165:40-9. The Facility shall have an installed capacity of 300 kilowatts or less and employ equipment compatible with the particular line segment of the Cooperative.
- b) Facilities with installed capacity 125% or greater than the Producer's peak load may be excluded from the Optional Net Metering Arrangement. If excluded, Producer will be compensated under the appropriate tariff of the Cooperative, in accordance with OAC 165:40-11.

**2. Governing Provisions**

The Parties shall be subject to the applicable provisions established by the OCC in OAC 165:40 and the terms set forth in this Agreement and the Cooperative's applicable tariffs.

**3. Application**

- a) Producer must complete the Application for Standard Interconnection of a Qualifying Facility ("Application"), which will become attached as part of this Agreement, before being permitted to interconnect and be compensated for electric energy. Application must be complete, including all equipment and installation information, and be accompanied by a non-refundable application fee of \$100 to be valid. The application fee shall be applied to the Cooperative's engineering services required for interconnection. Each Application shall be made in the true name of the Producer.
- b) The complete Application will be considered notification of Producer's intent to seek an Agreement with the Cooperative. If mailed, the date of notification shall be the third day following the mailing of the Agreement.

**4. Agreement**

- a) This Agreement, when signed by the Producer and accepted and approved by the Cooperative, constitutes a contract.
- b) A single Agreement cannot be made to apply to different locations, nor to cover more than one point of purchase at the same location to be used by the same Producer, unless the Cooperative determines that the physical or electrical characteristics of the facility requires more than one point of purchase according to good engineering and operating practice.

- c) This Agreement is not transferable by Producer. If Producer no longer desires an Agreement for a premise, Producer must notify the Cooperative of their intent to discontinue. When there is a new occupant of the premises or a change in responsibility for operations, a new Application and Agreement must be made before interconnection/purchase is begun.
- d) If any provision of this Agreement is declared null and void by a court or regulatory body of proper jurisdiction, such determination shall no affect the remaining terms of the Agreement which shall remain in full force and effect.
- e) The Cooperative shall provide a copy of the Agreement to the Producer upon receipt of Application. Delivery of this Agreement does not constitute Cooperative's acceptance or approval of Producer's facilities for interconnection. This Agreement is not valid unless and until it is executed by both Parties.

#### **5. Interconnection and Availability**

- a) As required during the Application process, the type of interconnection required of the Producer will depend on and must be compatible with the location, size, and type of load to be served as well as the generating equipment and capacity. Producer must obtain from the Cooperative the phase and voltage of the interconnection that will be furnished before proceeding with the purchase of generators or other equipment. Also, the point of purchase on the premises must be determined before the Producer's wiring installation is made.
- b) Producer shall normally be furnished single-phase or three-phase purchase under the corresponding provisions of electric service.
- c) Generation itself may represent a load, such as for some inductive wind generators. The class of service may be different than it would be without the generator load.

#### **6 . Interruption or Reduction of Deliveries**

- a) In order to make repairs to or changes in the Cooperative's facilities, the Cooperative reserves the right, without incurring any liability therefore, to suspend acceptance of electric energy from Producer without notice for such periods as may be reasonably necessary. Insofar as is practicable, the interruption shall be made at a time which will cause least reasonable inconvenience to Producer.
- b) The Cooperative also reserves the right to discontinue acceptance of power generated from Producer, without advance notice, when a defective condition of wiring or equipment upon the premises of the Producer results, or is likely to result, in danger to life or property or interference with proper service to others. Upon becoming aware of any condition resulting in discontinuance of the acceptance of the generated power, the Cooperative shall immediately take action to notify the Producer. Acceptance of the electric power from the Producer will not be resumed until the dangerous condition has been remedied to the satisfaction of the Cooperative.
- c) If such dangerous condition is the result of tampering with Cooperative equipment, the provisions in OAC 165:40-3-23 shall also apply. The Cooperative shall have the right to disconnect and lock out the Producer's facility from the Cooperative's electric system until such time as the Cooperative is reasonably satisfied that the conditions have been corrected.

**7. Increase of Deliveries or Modifications to Facility**

- a) In the event a Producer desires to change the size of his electrical equipment and maintain his interconnected status, he shall complete the Application to Increase Generation at an Existing Interconnection (“Application to Increase”) and deliver it to the Cooperative thirty (30) calendar days in advance so that its meter and other equipment may be enlarged to properly handle the increased load or generation. The Application to Increase shall indicate the additional generation by size, type, and location.
- b) In the event Producer desires to modify or change a Facility, he shall notify Cooperative in writing thirty (30) calendar days prior to being made. Provider shall provide detailed information describing the modifications or changes. The Cooperative shall review the proposed changes to the facility and provide the results of its evaluation to Producer within thirty (30) calendar days of receipt of the Producer’s notification. Any items that would prevent parallel operation due to violation of applicable safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy.

**8. Point of Delivery**

- a) Producer shall be responsible for locating and installing all facilities in compliance with applicable laws, codes, and regulations, and shall locate all such facilities sufficiently away from utility lines to avoid falling or making contact with utility lines. Such facilities shall not be installed on or in Cooperative electrical rights-of-ways.
- b) The point of delivery for purchase shall be the same as the point of delivery for service for Producer.

**9. Meters**

- a) Producer shall deliver the as-available energy to the Cooperative at the Cooperative’s meter.
- b) All purchase meters and detents shall be furnished, installed, and maintained by the Cooperative, and remain its property. All meter bases, enclosures, and other associated equipment shall be furnished and owned by the Cooperative.
- c) No metering equipment shall be bypassed for any reason, without prior approval of the Cooperative. Location of self-contained installations and instrument transformers shall be in a mutually-agreeable location determined by the Parties.
- d) The Cooperative may, at its option and at its expense, relocate any meter. In case of a relocation which is made necessary by the Producer's conditions or actions, the Producer shall, at his expense, relocate the metering equipment and service entrance facilities to a location agreeable to the Cooperative and the Producer. Under no circumstances shall any meter be moved or relocated except as authorized by the Cooperative.

**10. Ownership, Design, Operations, and Maintenance**

- a) Producer will, except as otherwise noted, design, construct, install, own, operate, and maintain all equipment required to generate and deliver energy and/or capacity specified in this Agreement.

- b) Producer will further provide all necessary easements, licenses, and other rights in Producer's own property to enable Cooperative to deliver and accept power generated.
- c) Producer, at its own expense, shall meet all safety and performance standards established by local and national electrical codes including the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the National Electrical Safety Code (NESC), and Underwriters Laboratories (UL). Should Producer dispute the interpretation by the Cooperative of the requirements of the National Electrical Code and/or any applicable code, Producer may request the dispute be resolved by the OCC.
- d) In addition to the requirements of this Agreement, the Producer shall maintain records of the facility including installation date, date and nature of any changes, non-routine maintenance and repair, date and reason for any extended periods of non-generation, and such other information as is reasonably necessary to evaluate the facility and its potential impact on the Cooperative's electrical system. Producer shall make such records available to the Cooperative upon request.

### **11. Plans and Specifications**

- a) Producer will submit all equipment specifications to Cooperative for review prior to interconnection and as part of the Application.
- b) Producer shall provide a detailed diagram of the proposed optional net-metering facility with the Application.
- c) Producer shall not commence parallel operation of the Facility until the Facility has been inspected and approved by the Cooperative. Such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Cooperative's approval to operate the Producer's optional net metering facility in parallel with the Cooperative's electrical system should not be construed as an endorsement, confirmation, warranty, guarantee, or representation concerning the safety, operating characteristics, durability, or reliability of the Producer's Facility.
- d) All facilities and interconnection must meet the requirements of the Rural Utilities Service.

### **12. Inspection and Testing**

- a) The Cooperative shall have the right to inspect Producer's electric generating facilities, to be present at initial tests, to measure power factor at any time, to conduct such operating tests as are necessary to ascertain that the protective devices function properly, to review any data collected from such Facilities at all reasonable times, and to independently monitor the aforementioned system.
- b) Producer shall have the right to review and copy, at Producer's expense, any data collected by Cooperative.

### **13. Disconnect**

- a) Producer shall install, own, and maintain a disconnecting device at a location which shall at all times be visible and accessible to Cooperative personnel. The disconnecting device shall be installed at a mutually agreed to location between Producer and Cooperative. The disconnecting device shall have lockout capability.

- b) The inverter installed by Producer must be designed to shut down or disconnect and cannot be manually overridden by Producer upon loss of electric service. The inverter must be warranted by the manufacturer to shut down or disconnect upon loss of electric service. The inverter must be properly installed and operated. It shall be subject to inspections and testing by Cooperative personnel.
- c) The inverter to be connected shall be Underwriters Laboratory ("UL") 1741 listed or certified as being compliant with UL 1741, 2nd Revision or latest standards, before the system is connected to Cooperative's distribution system point of delivery. Proof of this certification must be provided at the Producer's expense.

#### **14. Maintenance and Permits**

- a) The Producer shall obtain any governmental authorizations and permits required for the construction and operation of the Facilities.
- b) The Producer shall maintain the Facilities in a safe and reliable manner and in conformance with all applicable laws and regulations.

#### **15. Access to Premises**

Producer shall give authorized agents of the Cooperative permission to enter Producer's premises at all reasonable times for any purpose incidental to the interconnection of Facilities, including tree trimming and tree removal. Refusal on the part of Producer to provide reasonable access for the above purposes shall be deemed to be sufficient cause for discontinuance of service and/or interconnection.

#### **16. Indemnity and Liability**

- a) Each Party hereto shall indemnify and save the other Party harmless from any loss or damage to the facilities of the other Party due to the sole negligence of other Party; provided however, that the Producer shall provide, install, and maintain at its own expense all electrical wiring and apparatus, including any protective equipment, required either by the National Electrical Code and/or the applicable municipal code and with all requirements prescribed by any governmental authority having jurisdiction thereof. and compliance with such duty shall be a condition to liability of the company under this indemnity.
- b) Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to or any liability to any person not a party to this Agreement. Neither the Cooperative, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other liability of any nature or kind, arising out of the engineering, design construction, ownership, maintenance or operation of, or making replacements, additions or betterment to, the Provider's facilities by the Provider or any other person or entity.
- c) Neither Party is liable for revenue loss resulting from interruption or partial interruption of service.
- d) Notwithstanding any provisions to the contrary, the Producer shall be responsible for all damage to, or loss of, the Cooperative's property located upon the Producer's premises,

unless occasioned by causes beyond the Producer's control. Producer shall not authorize anyone to change, remove, or tamper with Cooperative's property.

**17. Notices**

All written notices shall be directed as follows:

Attention:  
General Manager  
Northeast Oklahoma Electric Cooperative  
PO Box 948  
Vinita, OK 74301-0948

Attention:  
Producer  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_

Producer notices to the Cooperative shall refer to the Producer's electric service account number set forth in Producer's Application.

**18. Term of Agreement**

The term of this Agreement shall be the same as the term of the otherwise applicable standard rate schedule. This Agreement shall remain in effect until modified or terminated in accordance with its terms or applicable regulations or laws.

**19. Assignment**

This Agreement and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their personal representatives, heirs, successors, and assigns. The Producer shall not assign this Agreement or any part hereof without the prior written consent of the Cooperative, and such unauthorized assignment may result in termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

"COOPERATIVE"  
Northeast Oklahoma Electric Cooperative, Inc. \_\_\_\_\_

"PRODUCER"  
\_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_