

FARMERS ELECTRIC COOPERATIVE, INC.

<p><u>SECTION:</u></p> <p>FORMS</p>	<p>Section No. <u>IV</u></p> <p>Sheet No. <u>9</u></p> <p>Effective Date _____</p>
<p><u>APPLICABILITY:</u></p> <p>All Areas Served</p>	<p>Revision No. _____</p> <p>Page _____ of _____</p>

AGREEMENT FOR INTERCONNECTION AND  
PARALLEL OPERATION OF COGENERATION OR  
SMALL POWER PRODUCTION INSTALLATION; 100 KW OR LESS

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "Producer," and \_\_\_\_\_ Electric Cooperative, Inc., hereinafter referred to as the "Cooperative" is as follows:

1. Purpose. Producer owns or intends to own and/or operate a qualifying 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:

Make \_\_\_\_\_  
 Model \_\_\_\_\_  
 Serial # \_\_\_\_\_  
 Fuel or Energy Source \_\_\_\_\_  
 Nameplate Output Rating \_\_\_\_\_ kw  
 Operating Voltage \_\_\_\_\_ volts  
 Connection \_\_\_\_\_ phase  
 Located at \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Emergency Contact:  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_

PUBLIC UTILITY COMMISSION OF TEXAS  
 APPROVED  
 FEB 19 '86 DOCKET 6475  
 BY \_\_\_\_\_  
 TARIFF CLERK

FARMERS ELECTRIC COOPERATIVE, INC.

<p><u>SECTION:</u> FORMS</p>	<p>Section No. <u>IV</u> Sheet No. <u>10</u> Effective Date _____</p>
<p><u>APPLICABILITY:</u> All Areas Served</p>	<p>Revision No. _____ Page _____ of _____</p>

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 \_\_\_\_\_, TEXAS.

4. Interconnection. Prior to interconnection Producer shall have (1) fulfilled all requisites for the provision of electric utility service contained in the tariff; (2) provide an interconnection plan and other information; (3) comply with conditions for line extension; (4) provide satisfactory liability insurance; (5) sign and deliver this Agreement; (6) complete construction; (7) comply with laws; (8) give notice of intent to energize; and (9) 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:

PUBLIC UTILITY COMMISSION OF TEXAS  
APPROVED  
FEB 19 '68 DOCKET 6475  
BY \_\_\_\_\_  
TARIFF CLERK

FARMERS ELECTRIC COOPERATIVE, INC.

<u>SECTION:</u> FORMS	Section No. <u>IV</u> Sheet No. <u>11</u> Effective Date _____ Revision No. _____ Page _____ of _____
<u>APPLICABILITY:</u> All Areas Served	

\_\_\_\_\_ No output from the generating installation while allowing the Producer to use the output to offset the Producer's total consumption, with the Producer's meter(s) modified to prevent reverse metering;

or

\_\_\_\_\_ The net surplus output from the generating installation as measured by a second service meter which records the net surplus output of Producer into the Cooperative's system; where the net surplus is defined to be the accumulated instantaneous output of the Producer in excess of Producer's simultaneous instantaneous load;

or

\_\_\_\_\_ The output of Producer's generating installation as measured by a second meter which records the output while charging the Producer for the Producer's consumption.

The Cooperative will pay for electricity purchased from Producer at the applicable tariff rate for qualifying power generation installations.

At the option of the Producer, the Cooperative will:

\_\_\_\_\_ Credit the value of all output purchased from the Producer's generating installation against the monthly bill for service for the month following receipt of the Producer's meter reading(s) for the monthly billing cycle;

or

\_\_\_\_\_ Pay Producer by check for all output purchased from Producer's generating installation within \_\_\_\_\_ days from receipt of the Customer's meter reading(s) for the monthly billing period.

PUBLIC UTILITY COMMISSION OF TEXAS APPROVED FEB 19 '86 DOCKET 6475 ____ BY ____ TARIFF CLERK
--

FARMERS ELECTRIC COOPERATIVE, INC.

<p><u>SECTION:</u> FORMS</p>	<p>Section No. <u>IV</u> Sheet No. <u>12</u> Effective Date _____</p>
<p><u>APPLICABILITY:</u> All Areas Served</p>	<p>Revision No. _____ Page _____ of _____</p>

7. Sales of Electric Service to Producer. Producer agrees to pay for electric service in accordance with the rate schedule applicable to \_\_\_\_\_ class. If any tariff or rate is changed by the Cooperative, or by order or consent of any regulatory authority having a 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 date 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 fifteen (15) days from its date. Payment shall be made to Cooperative at its office in \_\_\_\_\_, \_\_\_\_\_ County, Texas.

8. Term. 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 \_\_\_\_\_ years (not to exceed 5 years) 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.

9. 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 for at 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.

10. Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Producer and 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.

11. Assignment. This agreement shall not be assigned by Producer except in accordance with the Articles, By-laws, and rules and regulations of Cooperative. This agreement shall inure to the benefit of Cooperative's assigns.

PUBLIC UTILITY COMMISSION OF TEXAS  
APPROVED  
FEB 1 '86 DOCKET 6475  
BY \_\_\_\_\_  
TARIFF CLERK

FARMERS ELECTRIC COOPERATIVE, INC.

<u>SECTION:</u> FORMS	Section No. <u>IV</u> Sheet No. <u>13</u> Effective Date _____ Revision No. _____ Page _____ of _____
<u>APPLICABILITY:</u> All Areas Served	

12. 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;

or

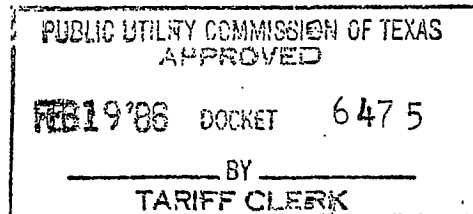
\$ \_\_\_\_\_ per month as an increased monthly minimum over and above the applicable minimum stated in the Cooperative's tariff.

13. Receipt of Tariff. Producer acknowledges receipt of a copy of the Cooperative's tariff.

\_\_\_\_\_  
ELECTRIC  
COOPERATIVE, INC.

Producer: \_\_\_\_\_

By: \_\_\_\_\_  
General Manager



FARMERS ELECTRIC COOPERATIVE, INC.

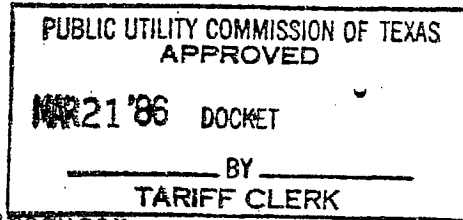
<p><u>SECTION:</u></p> <p>FORMS</p>	<p>Section No. <u>IV</u></p> <p>Sheet No. <u>14</u></p> <p>Effective Date _____</p>
<p><u>APPLICABILITY:</u></p> <p>ALL AREAS SERVED</p>	<p>Revision No. _____</p> <p>Page _____ of _____</p>

Addendum to Agreement for Interconnection  
and Parallel Operation of Cogeneration or  
Small Power Production Installation; 100 KW or Less

This addendum made the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by and between Farmers Electric Cooperative, Inc. hereinafter referred to as the "Cooperative" and \_\_\_\_\_ hereinafter referred to as "Producer" modifies the first paragraph of section 6 of the Agreement for Interconnection and Parallel Operation of Cogeneration or Small Power Production Installation; 100 KW or less between the parties dated \_\_\_\_\_, 19\_\_\_\_ as follows:

Producer certifies that he/she is using renewable resources in a generating installation (qualifying facility under FERC rules) with an aggregate design capacity of 50 kilowatts or less and hereby elects to interconnect through a single meter that runs forward and backward.

Witness our hands:



Farmers Electric Cooperative, Inc.

Producer:

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

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

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

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