

**APPENDIX A**  
**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION**  
**OF DISTRIBUTED GENERATION**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_(month), 20\_\_(year), by and between:

**Tri-County Electric Cooperative, Inc.**, hereinafter called "TCEC,"

And \_\_\_\_\_, hereinafter called "Member."

*Witnesseth:*

- 1) Member desires to interconnect an electric power generator to Member's electrical service via an indirect connection to TCEC's distribution facilities.
- 2) TCEC does not allow a direct connection to its distribution facilities.
- 3) Each of the parties desire to operate the interconnection in a way that ensures the safety of the public, the parties and the employees and facilities of the parties.

*In consideration of the mutual covenants of TCEC and Member (the parties), the parties agree as follows:*

**Section One: Tariffs**

The section of the Tariffs of TCEC entitled "Distributed Generation" is incorporated as if copied and recited herein. The parties recognize that the Rules and Regulations of Service and Tariffs are subject to modification and change. This agreement shall be subject to such modification or change effective as of the date of the approval of such modification or change.

**Section Two: Location**

Member desires to indirectly connect to distribution facilities of TCEC at the following location:

Insert a description of the location and the Member account:

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**Section Three: Term**

This Agreement is ongoing with no expiration and can be terminated by either party upon 60 days written notice.

**Section Four: Change of Law, Regulatory Requirements, Tariffs or Rules and Regulations of Service**

The parties agree that in the event of a change of law, regulatory requirement, TCEC Rules and Regulations of Service or the Distributed Generation set out in TCEC's Tariffs, they will negotiate in good faith to amend this Agreement to reflect the change(s).

TCEC SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE TO MEMBER IN THE EVENT THE PARTIES FAIL TO AMEND THIS AGREEMENT FOR A

PERIOD OF THIRTY (30) DAYS TO REFLECT ANY APPLICABLE CHANGE OF LAW, REGULATORY REQUIREMENT OR THE DISTRIBUTED GENERATION OF TCEC.

**Section Five: Installation**

Member's electric power generation facility shall be installed in accordance with all applicable laws, codes, tariffs and rules and regulations.

Member shall provide all reasonably requested information concerning Member's facilities and take or refrain from taking actions as TCEC may request or as may be necessary or appropriate in order to achieve the purposes of this Agreement or to carry out the transaction contemplated hereby.

**Section Six: Metering**

Metering installed for the facility of Member shall be capable of registering and accumulating the kilowatt-hours (kWh) flowing from the Member to TCEC and from TCEC to Member for each billing period.

**Section Seven: Maintenance Outages**

Outages on TCEC's system are occasionally required for maintenance purposes. TCEC will provide as much notice to Member as practically feasible under the circumstances requiring the maintenance. It is recognized that in some emergency situations, notice of the outage to Member may not be possible.

Member will not be entitled to compensation for the lack of availability of TCEC's facilities.

**Section Eight: Access**

Member grants TCEC access to Member's site for maintenance and operations. TCEC has the right, but not the obligation, to inspect Member's facilities. TCEC shall have the right to disconnect/isolate Member in the event that it is TCEC's determination that Member's facilities pose a risk to the general public, the Member, employees of TCEC or the facilities of TCEC.

**Section Nine: Authorization**

Each party to this Agreement will obtain any required federal, state or local governmental authorization, approval, order, license, permit, franchise or consent, if any, and any registration, declaration or filing with any government authority in connection with this Agreement and the facilities covered herein.

**Section Ten: Indemnification**

Member shall defend, hold harmless and indemnify TCEC, its authorized agents, wholesale power providers, respective employees, officers and trustees from and against all claims, demands, losses or damages, costs or expenses (including reasonable attorneys' fees and other expenses incident thereto) on account of damage to any third-party property or injury including death, to any persons (including any employee of TCEC) that arises from implementation or operation of the distributed generation of Member.

**Section Eleven: Limitation of Liability**

Member releases TCEC, its authorized agents, wholesale power suppliers, and other Members from any liability, whether direct, indirect or consequential to the implementation or operation of the Member's generating unit.

**Section Twelve: Modification**

This Agreement shall only be modified by a writing signed by all parties.

**Section Thirteen: Assignability**

This Agreement is not assignable by either party hereto without the written consent of the other party.

**Tri-County Electric Cooperative, Inc.**

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

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

Date: \_\_\_\_\_

**Member**

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