



# ORCAS POWER AND LIGHT COOPERATIVE

## AGREEMENT FOR INTERCONNECTION

Revised 9/12/11

FOR INSTALLATION OF MEMBER OWNED, GRID CONNECTED, ALTERNATE- ELECTRIC GENERATING FACILITY

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\_\_\_\_\_, Member Generator (MG), and Orcas Power and Light Cooperative (OPALCO), referred to collectively as “parties” and individually as “party”, agree as follows:

1. To meet all the terms of *Member Service Policy 14* as amended from time to time.
2. The party’s alternate-electric generating facility shall meet all terms of the *Interconnection Standards*.
3. The MG has elected to operate their alternate-electric generating facility in parallel with OPALCO’s transmission and distribution facilities. The alternate-electric generating facility may be intended primarily to offset part of the MG’s own electrical requirements.
4. The MG shall be solely responsible for obtaining and complying with any and all necessary easements, licenses and permits, or exemptions, as may be required by any federal, state or local statutes, regulations, ordinances or other legal mandates. The MG shall be liability for any damages that may occur out of the member’s actions or inactions of the operations of their facility.
5. The MG shall submit documentation to OPALCO that the system has been inspected and approved by the local permitting agency regarding electrical code requirements.
6. The MG shall not commence parallel operation of generating system until a final inspection has been performed by an OPALCO engineer.

### 7. **Governing Law**

This agreement shall be interpreted, governed and construed under the laws of the State of Washington as if executed and to be performed wholly within the State of Washington. Venue for any action arising under or in connection with this agreement shall be in the Superior Court for San Juan County, Washington.

### 8. **Indemnity and Liability**

The MG shall save harmless and indemnify OPALCO, its other members and its agents, from any loss, claim or expense arising out of member’s actions or inaction in implementing this Agreement. OPALCO shall save harmless and indemnify member for any loss, claim or expense arising out of the actions or inaction of OPALCO or its agents in implementing this Agreement. This section shall not relieve any insurer of its obligation to pay claims in accordance with the provisions of any valid insurance policy.

### 9. **Amendment, Modifications or Waiver**

Any amendments or modifications to this agreement shall be in writing and agreed to by both parties. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of the breach of any term or covenant contained in the agreement, whether by conduct or otherwise, shall be deemed to be

construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

**10. NOTICES**

All written notices shall be directed to Orcas Power and Light Cooperative, 183 Mt. Baker Road, Eastsound, WA 98245.

**I agree to the terms outlined in this agreement.**

**I understand that interconnection is subject to the terms described in OPALCO's Member Service Policy 14 and Interconnection Standards. I agree to allow a representative of Orcas Power & Light Cooperative to verify and approve system installation and capacity.**

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Member Generator \_\_\_\_\_ Date \_\_\_\_\_

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OPALCO Representative \_\_\_\_\_ Date \_\_\_\_\_

***OPALCO use only***

Physical Location \_\_\_\_\_  
Serv. Map Location # \_\_\_\_\_ Member Acct # \_\_\_\_\_  
Existing Meter # \_\_\_\_\_ New Meter # \_\_\_\_\_  
Production Meter # \_\_\_\_\_  
Interconnection Application fee paid \_\_\_\_\_ Date \_\_\_\_\_