



ORCAS POWER AND LIGHT COOPERATIVE AGREEMENT FOR INTERCONNECTION

Revised 1/26/2023

FOR INSTALLATION OF MEMBER OWNED DISTRIBUTED ENERGY RESOURCE FACILITY

_____, member, 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 Policies and applicable tariff as amended from time to time.
2. The member shall be solely responsible for obtaining and complying with any and all necessary easements, licenses and permits, or exemptions, and may be required by any federal, state or local statutes, regulations, ordinances or other legal mandates. The member shall be liable for any damages that may occur out of the member’s actions or inactions of the operations of their facility.
3. The member shall submit documentation to OPALCO that the system has been inspected and approved by the local permitting agency regarding electrical code requirements.
4. The MG shall not commence parallel operation of generating system until receives approval to do so by OPALCO.
5. 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.
6. The member 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.
7. 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.
8. Any modifications or expansions of generating facilities will be subject to an engineering review and require OPALCO approval. Facilities on the Legacy Renewable Energy Rider (Tariff LRR) automatically will be moved to the applicable rate, Residential Distributed Energy Resource Service (Tariff RDR) or Commercial Distributed Energy Resource Service (Tariff CDR), see General Provision 9 (found in CDR and RDR).
9. 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 13 and Interconnection Standards. I agree to allow a representative of Orcas Power & Light Cooperative to verify and approve system installation and capacity.

Member

Date

OPALCO Representative

Date