



**THUMB ELECTRIC COOPERATIVE (TEC)
INTERCONNECTION AND PARALLEL OPERATING AGREEMENT
FOR CATEGORY 1 AND CATEGORY 2 PROJECTS
(PROJECTS UP TO 150KW)**

This Interconnection and Parallel Operating Agreement (“Agreement”) is entered into on _____, _____ by THUMB ELECTRIC COOPERATIVE (the “Utility”), _____ (the “Applicant”), and (if applicable under Paragraph 5) _____ (the “Property Owner”). Utility and Applicant are sometimes also referred to in this Agreement collectively as “Parties” or individually as “Party.” Applicant shall be the “Project Developer” as used in and for purposes of the applicable Michigan Electric Utility Generator Interconnection Procedures (“Interconnection Procedures”) approved by the Michigan Public Service Commission (“Commission”) and adopted by Thumb Electric Cooperative’s Board.

I. RECITALS

- A. Applicant is an electric service member of Utility in good standing and has submitted a Generator Interconnection Application (“Application”) to Utility.
- B. Applicant desires to interconnect an electric generating facility with maximum capacity of 150 KW kilowatts (“kW”) or less (the “Applicant Facility”) with Utility’s electric distribution system and operate the Applicant Facility in parallel with Utility’s distribution system, under the Utility’s Interconnection Procedures for Category 1 or 2 projects, as defined in the Electric Interconnection and Net Metering Standards approved by the Commission (the “Standards”), as applicable.
- C. For purposes of this Agreement, “interconnect” means establishing a connection between a non-utility generating resource (in this case, the “Applicant Facility”) and Utility’s distribution system. “Operate in parallel” means generating electricity from a non-utility resource (in this case, the Applicant Facility) that is connected to Utility’s system. In all cases, terms shall have the meaning as defined in the Standards.
- D. Interconnection of the Applicant Facility with Utility’s distribution system is subject to this Agreement, the Application, the Interconnection Procedures, the Standards and approved utility tariffs, as applicable.
- E. This Agreement does not address any purchase or sale of electricity between Utility and Applicant nor does it create any agency, partnership, joint venture or other business arrangement between or among Utility, Applicant and/or Property Owner.

II. AGREEMENT

NOW THEREFORE, in consideration of the above recitals, the mutual covenants contained herein and for good and valuable consideration, the Parties agree as follows:

1. Description of Applicant Facility

- 1.1 The Applicant Facility must be built with the following ratings, which shall not be changed without thirty (30) days advance written notice to Utility according to the notice requirements herein and as depicted in Exhibit I – Interconnection Diagram:

Photovoltaic/Solar (“PV”) Array Rating: _____ (AC) kW

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Wind Turbine (WT) Rating: _____ kW

Hydroelectric Turbine (HT) Rating: _____ kW

Fuel Cell (FC) Rating: _____ kW

Other (specify type and rating): _____ kW

Service Type (circle one): Single Phase / Three Phase

Voltage Level: _____

Equipment Specifications: Make: _____ Model: _____

- 1.2 Applicant Facility Location:

(Street Address, City, State, Zip)

If Applicant is not the owner of the property identified above, the Property Owner must sign this Agreement for the purposes indicated in Paragraph 5.

- 1.3 Applicant’s Utility service account number: _____

Property Owner’s Utility service account number

(if applicable): _____

- 1.4 The Applicant Facility is planned to be ready for parallel operation on or about: _____ (insert date)

2. Interconnection Facilities

If it is necessary for Utility to install certain interconnection facilities (“Interconnection Facilities”) and make certain system modifications in order to establish an interconnection between the Applicant Facility and Utility’s distribution system, the Interconnection facilities and modifications shall be described to the Applicant in writing.

3. Design Requirements, Testing and Maintenance of Applicant Facility

- 3.1 Applicant shall be responsible for the design and installation of the Applicant Facility and obtaining and maintaining any required governmental authorizations and/or permits, which may include, but shall not be limited to, easements to clear trees, and necessary rights-of-way for installation and maintenance of the Utility Interconnection Facilities.
- 3.2 Applicant shall, at its sole expense, install and properly maintain protective relay equipment and devices to protect its equipment and service, and the equipment and system of Utility, from damage, injury or interruptions, and will assume any loss, liability or damage to the Applicant Facility caused by lack of or failure of such protection. Such protective equipment specifications and design shall be consistent with the applicable Interconnection Procedures. Prior to the Applicant Facility operating in parallel with Utility distribution system, Applicant shall provide satisfactory evidence to Utility that it has met the Interconnection Procedures, including but not limited to the receipt of approval from the local building/electrical code inspector. The Utility's approval, or failure to approve, under this section shall in no way act as a waiver or otherwise relieve the Applicant of its obligations under this section.
- 3.3 At its own expense, Applicant shall perform operational testing at least five (5) days prior to the installation of any Interconnection Facilities by Utility. Utility may, but is not required to, send qualified personnel to the Applicant Facility to inspect the facility and observe the testing. Upon completion of such testing and inspection, and prior to interconnection, Applicant shall provide Utility with a written report explaining all test results, including a copy of the generator commissioning test report.

Applicant shall test protective relay equipment in accordance with manufacturer's specifications, unless no testing interval is provided, in which case testing shall occur every two years (unless an extension is agreed to by Utility) to verify the calibration indicated on the latest relay setting document issued by Utility. The results of such tests shall be provided to Utility upon request. Utility may, at any time and at its sole expense, inspect and test the Applicant Facility to verify that the required protective equipment is in service, properly maintained, and calibrated to provide the intended protection. This inspection may also include a review of Applicant's pertinent records. Inspection, testing and/or approval by Utility or the omission of any inspection, testing and/or approval by Utility pursuant to this Agreement shall not relieve the Applicant of any obligations or responsibility assumed under this Agreement.

- 3.4 Applicant shall operate and maintain the Applicant Facility in a safe and prudent manner and in conformance with all applicable laws and regulations.

Applicant shall obtain or maintain any governmental authorizations and permits required for construction and operation of the Applicant Facility.

4. Disconnection

Utility shall be entitled to disconnect the Applicant Facility from Utility's distribution system, or otherwise refuse to connect the Applicant Facility, if: (a) Applicant has not complied with any one of the technical requirements contained in the applicable Interconnection Procedures, (b) the electrical characteristics of the Applicant Facility are not compatible with the electrical characteristics of Utility's distribution system, (c) an emergency condition exists on Utility's distribution system, (d) Applicant's protective relay equipment fails, (e) Utility determines that the Applicant Facility is disrupting service to any other Utility Customer, (f) disconnection is required to allow for construction, installation, maintenance, repair, replacement, removal, investigation, inspection or testing of any part of Utility's facilities, (g) if a required installation fails or becomes incapacitated and is not repaired in a timely manner, as determined by Utility, or (h) Applicant commits a material breach of this Agreement. When reasonable and appropriate, the Utility will attempt to notify Applicant and coordinate its actions under this Paragraph with Applicant. This paragraph applies only to Utility actions with respect to Applicant Facility. Utility shall promptly reconnect the Applicant Facility to the Utility's distribution system as soon as the reason for disconnection has been remedied.

5. Access to Property

5.1 At its own expense, Applicant shall make the Applicant Facility site available to Utility. The site shall be free from hazards and shall be adequate for the operation and construction of the Interconnection Facilities. Utility, its agents and employees, shall have full right and authority of ingress and egress at all reasonable times on and across the property at which the Applicant Facility is located, for the purpose of installing, operating, maintaining, inspecting, replacing, repairing, and removing the Interconnection Facilities. The right of ingress and egress shall not unreasonably interfere with Applicant's or (if different) Property Owner's use of the property and does not include the right to enter applicant's residence or other enclosed structure on the property where the Applicant Facility is located, except on reasonable notice where the Interconnection Facilities are located within the residence or other enclosed structure.

5.2 Utility may enter the property on which the Applicant Facility is located to inspect, at reasonable hours, Applicant's protective devices and read or test meters. Utility will use reasonable efforts to provide Applicant or Property Owner, if applicable, at least 24 hours' notice prior to entering said property, in order to afford Applicant or Property Owner the opportunity to remove any locks or other encumbrances to entry; *provided, however*, that Utility may enter the property without notice (removing, at Applicant's expense, any lock

or other encumbrance to entry) and disconnect the Interconnection Facilities if Utility believes that disconnection is necessary to address a hazardous condition and/or to protect persons, Utility's facilities, or the property of others from damage or interference caused by Applicant's Facility.

- 5.3 By executing this Agreement, Applicant and Property Owner consent to and agree to provide access to its property, including all rights of ingress and egress, on which the Applicant Facility is located to Utility as described in this section, but does not assume or guarantee other performance obligations of the Applicant under this Agreement.

6. Liability

- 6.1 As between the Parties, unless caused by the sole negligence or intentional wrongdoing of the other Party, each Party to this Agreement shall at all times assume all liability for, any and all damages, losses, claims, demands, suits, recoveries, costs, legal fees, and expenses to the extent caused by its directors, officers, employees, and agents: (a) for injury to or death of any person or persons whomsoever occurring on its own system, and/or (b) for any loss, destruction of or damage to any property of third persons, firms, corporations or other entities occurring on its own system, including environmental harm or damage, arising out of or resulting from, either directly or indirectly, the Interconnection Facilities or the Applicant Facilities, or arising out of or resulting from, either directly or indirectly, any electric energy furnished to it hereunder after such energy has been delivered to it by such other Party.
- 6.2 The provisions of this Section 6 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- 6.3 Notwithstanding anything in this Section, or any other provision of this Agreement to the contrary, any liability of a Party to the other Party shall be limited to direct actual damages, and all other damages at law or in equity are hereby waived. Under no circumstances shall a Party be liable to the other Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits.
- 6.4 The obligations and limits on liability in this Section 6 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement, with respect to any event or condition giving rise to an obligation that occurred prior to such expiration or termination.
- 6.5 Nothing in this Section 6 waives or limits, or shall be construed to waive or limit, the governmental immunity of a Party.

6.6 Nothing in this Section 6 shall imply, or be construed to imply indemnification of any Party by the State of Michigan, its department, and agencies, or by other governmental customers that are restricted from entering into indemnification provisions by law.

7. Subcontractors

Either Party may contract with a subcontractor to perform its obligations under this Agreement and shall incorporate the obligations of this Agreement into its respective subcontracts, agreements and purchase orders. Each Party shall remain liable to the other Party for the performance of such subcontractor under this Agreement subject to the provisions of Section 6.

8. Force Majeure

Neither Party shall be liable for failure to perform any of its obligations hereunder, to the extent due to fire, flood, storm, other natural disaster, national emergency or war (referred to collectively as "Force Majeure"), and not due to labor problems, inability to obtain financing, negligence or other similar condition of such party, provided that either party has given the other prompt notice of such occurrence. The Party affected shall exercise due diligence to remove such Force Majeure with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

9. Breach and Default

A breach of this Agreement ("Breach") shall occur upon the failure of a Party to perform or observe any material term or condition of this Agreement. Upon a Breach by one Party, the non-breaching Party shall give written notice of such Breach to the breaching Party. The Party in Breach shall have 30 days from the date of the written notice to cure the Breach. If a Breach is not cured within the 30-day period provided for herein, the Party in Breach shall be deemed in default ("Default"). The non-defaulting Party shall then have the right to terminate this Agreement by written notice, shall be relieved of any further obligations hereunder, and may pursue any and all remedies available to it at law or in equity.

10. Retirement

Upon termination or cancellation of this Agreement or at such time after any of the Interconnection Facilities described herein are no longer required, the Parties shall mutually agree upon the retirement of the Interconnection Facilities, which may include without limitation (i) dismantling, demolition, and removal of equipment, facilities, and structures, (ii) security, (iii) maintenance and (iv) disposing of debris. The cost of such removal shall be borne by the Utility.

11. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of Michigan.

12. Amendment, Modification 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 to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this 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.

13. Notices

Any notice required under this Agreement shall be in writing and mailed or personally delivered to the Party at the address below. Written notice is effective within 3 days of depositing the notice in the United States mail, first class postage prepaid. Personal notice is effective upon delivery. Written notice of any address changes shall be provided. All written notices shall refer to the Applicant’s Utility account number, as provided in Section 1 of this Agreement. All written notices shall be directed as follows:

Notice to Utility:

THUMB ELECTRIC COOPERATIVE
2231 MAIN STREET
UBLY, MI 48475

Notice to Applicant:

Notice to Property Owner (if different than Applicant):

14. Term of Agreement and Termination

This Agreement shall become effective upon execution by all Parties and, if applicable, the Property Owner, and it shall continue in full force and effect until terminated upon thirty (30) days' prior notice by the Applicant, upon Default of either Party as set forth in Section 9, upon mutual agreement of the Parties. The Utility may terminate the agreement on reasonable notice for reasons consistent with existing law, regulations and tariffs.

15. Entire Agreement

This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and constitutes the entire agreement between the Parties hereto.

16. No Third Party Beneficiary

The terms and provisions of this Agreement are intended solely for the benefit of each Party, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

17. Assignment and Binding Effect

This Agreement shall not be assigned by a Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt to assign this agreement without consent will be void. Subject to the preceding, this Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns. Applicant agrees to notify Utility in writing upon the sale or transfer of the Applicant Facility. This Agreement shall terminate upon such notice unless Utility consents to an assignment in writing.

18. Severability

If any provision of this Agreement is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable; or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding or enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

19. Signatures

The Parties to this Agreement hereby agree to have two originals of this Agreement executed by their duly authorized representatives (three originals are necessary if

the Property Owner signs this Agreement). This Agreement is effective as of the later (or latest) of the dates set forth below.

20. Counterparts and Electronic Documents

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

THUMB ELECTRIC COOPERATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

APPLICANT

Signature: _____

Name: _____

Title: _____

Date: _____

PROPERTY OWNER (IF APPLICABLE)

Signature: _____

Name: _____

Title: _____

Date: _____