

BRYAN MUNICIPAL UTILITIES

AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED GENERATION

SHORT FORM CONTRACT

This Interconnection Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by, Bryan Municipal Utilities (BMU) and _____ (“DG Owner/Operator”), each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties”. In consideration of the mutual covenants set forth herein, the Parties agree as follows:

This agreement provides for the safe and orderly operation of the electrical facilities interconnecting the DG Owner/Operator’s facility at (land location or description of project) and the electrical distribution facility owned by BMU.

This Agreement does not supersede any requirements of any by-laws, applicable tariffs, rates, rules and regulations in place between the DG Owner/Operator and BMU.

1. **Intent of Parties:** It is the intent of the DG Owner/Operator to interconnect an electric power generator to the BMU electrical distribution system.

It is the intent of BMU to operate the distribution system to maintain a high level of service to their customers and to maintain a high level of power quality.

It is the intent of both parties to operate the facilities in a way that ensures the safety of the public and their employees.

2. **Operating authority:** The DG Owner/Operator is responsible for establishing operating procedures and standards within their organization. The operating authority for the DG Owner/Operator shall ensure that the Operator in Charge of the generator is competent in the operation of the electrical generation system and is aware of the provisions of any operating agreements and regulations relating to the safe operation of electrical power systems.

The operating authority for (the DG Owner/Operator) is (name or title of operating authority, along with address and phone number).

3. **Operator in Charge:** The operator in charge is the person identified by name or job title responsible for the real time operation of all electrical facilities related to the interconnection and owned by their organization.

The operator in charge for (the DG Owner/Operator) is (name or title of operator in charge, along with address and phone numbers).

4. **Suspension of Interconnection:** It is intended that the interconnection should not compromise BMU's protection or operational requirements. The operation of the DG Owner/Operator's System and the quality of electric energy supplied by the DG Owner/Operator shall meet the standards as specified by BMU. If the operation of the DG Owner/Operator's system or quality of electric energy supplied (in the case of power export) does not meet the standards as specified, then BMU will notify the DG Owner/Operator to take reasonable and appropriate corrective action. BMU shall have the right to disconnect the DG Owner/Operator's System, until compliance is reasonably demonstrated. Notwithstanding, BMU may in its sole discretion disconnect the DG Owner/Operator's generating plant from the Distribution Facility without notice if the operating of the Generating Plant imposes a threat, in BMU's sole judgment, to life and or property.

5. **Maintenance Outages:** Maintenance outages will occasionally be required on BMU's system, and BMU will provide as much notice and planning as practical to minimize downtime.

6. **Access:** Access is required at all times by BMU to the DG Owner/Operator's site for maintenance, operating and meter reading. BMU reserves the right, but not the obligation, to inspect the DG Owner/Operator's facilities.

7. **Liability and Indemnification:** DG Owner/Operator shall assume all liability for and shall indemnify BMU for any claims, losses, costs, and expenses of any kind or character to the extent that they result from DG Owner/Operator's negligence or other wrongful conduct in connection with the design, construction or operation of DG Owner/Operator's facility.

8. **Term:** This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. It may be canceled by DG Owner with not less than 30 days notice to the other party. BMU may cancel it if DG Owner is in breach of it or is inactive for 6 months.

AGREED TO BY

DG Owner/Operator

Bryan Municipal Utilities

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____