

**TOWN OF THATCHER
AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED GENERATION**

Date _____

This Interconnection Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by the Town of Thatcher of Graham County, (“Thatcher”), a municipal public electric service, and _____ (Customer name), a Distributed Generation Owner/Operator (“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 _____ (location) and the electrical distribution facility owned by Thatcher.

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 Thatcher.

1. **Intent of Parties:** It is the intent of (the DG Owner/Operator) to interconnect an electric power generator to Thatcher’s electrical distribution system in order to sell electric power to Thatcher.

It is the intent of Thatcher to operate the Thatcher 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 DG facilities in a way that ensures the safety of the public and the Thatcher employees.

DG Owner/Operator agrees that installation shall not exceed 125% of the customer’s total connected load at the site where the Distributed Generation is located.

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

(name with address and phone number).

3. **Suspension of Interconnection:** It is intended that the interconnection should not compromise Thatcher’s protection or operational requirements. The operation of the

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DG Owner/Operator's System and the quality of electric energy supplied by DG Owner/Operator shall meet the standards as specified by Thatcher. 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 Thatcher will notify DG Owner/Operator to take reasonable and expedient corrective action. Thatcher shall have the right to disconnect the DG Owner/Operator's System, until compliance is reasonably demonstrated. Notwithstanding, Thatcher may in its sole discretion disconnect the DG Owner/Operator's generating plant from the Distribution Facility without notice if the operation of the Generating Plant imposes a threat, in the District's sole judgement, to life or property.

4. **Maintenance Outages:** Maintenance outages will occasionally be required on Thatcher's system, and the Utility will provide as much notice and planning as practical to minimize downtime. It is noted that in some emergency cases such notice may not be practical. Compensation will not be made for unavailability of Thatcher's facilities due to outages.

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

6. **Liability and Indemnification:** DG Owner/Operator shall assume all liability for and shall indemnify Thatcher 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.

7. **Term:** This document is intended to be valid for the period of time that the DG Owner/Operator's system is connected to Thatcher's distribution system. It may be canceled by either party with not less than 30 days notice to the other party. The DG Owner/Operator's system will be disconnected from Thatcher's system if the contract is canceled.

AGREED TO BY

DG Owner/Operator

Town of Thatcher

Name

Name

Address: _____

Title: _____

Date: _____

Date: _____