

## ATTACHMENT 5a (INTERCONNECTION AGREEMENT – Level 1,2)

Interconnection Agreement for Qualifying Facility Energy Metering Between Yampa Valley Electric Association, Inc. and

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member Physical Address)

This Interconnection Agreement for Qualifying Facility Energy Net Metering is entered into on \_\_\_\_\_, 20\_\_\_\_ between the member and Yampa Valley Electric Association, Inc. (YVEA).

- Qualifying Facility Energy Net Metering Service is available to YVEA members that are supplied electric service by YVEA under any rate schedule and that own, operate, and maintain an eligible Qualifying Facility Energy System in parallel with YVEA's electric system.
- The Member owns an eligible Qualifying Facility Energy System and will install and maintain it in compliance with all applicable National Electric Code requirements, building codes and YVEA's tariff, rules and regulations and policies.
- The Qualifying Facility Energy System has a generation output of twenty-five (25) kW or less for small general service and one hundred fifty (150) kW or less for medium and large general service. The Qualifying Facility Energy System cannot exceed one hundred twenty percent (120%) of the average daily demand for each service location.
- The Association's electric tariff for purchase of Qualifying Facility energy is Sheet 30 - Rate Tariff Class 50 and Sheet 30B – Rate Tariff Class 52.
- The Member desires to connect the eligible Qualifying Facility Energy System to YVEA's electric system.

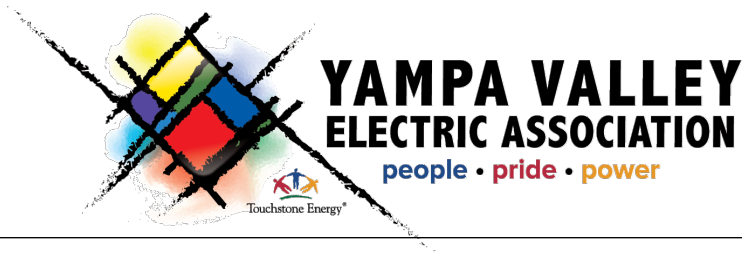
### **AGREEMENT**

The Member's eligible Qualifying Facility Energy System (system) is a self-contained electric generation system that must comprise: a generating device, direct current disconnect apparatus, inverter for the conversion of direct current to alternating current, additional recording meter socket (if required), alternating current disconnect with lockout (exterior mounted in close proximity to YVEA kilowatt-hour meter, over-current protective device, and all other related electrical equipment upstream of the over-current protective device. YVEA will supply the recording kilowatt-hour meter and is the property of YVEA.

The Member may terminate this agreement at any time by providing thirty (30)-days written notice of termination to YVEA. In the event of a sale of the Member's premises, the Member must notify YVEA and this agreement will terminate upon the date of the sale.

Yampa Valley Electric may terminate this agreement at any time for any violation of this agreement by providing written notice to the Member and will perform lock out procedures to disconnect the Member's system from YVEA's electric system.

This agreement is subject to: (a) all present and future applicable laws, rules, regulations, certificates, decisions, orders and directives of all federal, state and local authorities having jurisdiction over the



subject matter of this agreement; and (b) YVEA tariffs, policies, rules and regulations, as amended from time to time.

The Member and the system must comply with: (a) all applicable National Electric Code requirements, including, but not limited to NEC Articles 690 and 705; (b) all applicable Underwriters Laboratories requirements and standards, including, but not limited to UL 1741; and (c) all Institute of Electrical and Electronics Engineers (IEEE) requirements and standards, including, but not limited to IEEE-1547 and IEEE-519. At its sole expense, the Member must (a) obtain all necessary electrical permit(s) for the installation of the system, and (b) obtain and maintain any governmental authorizations or permits required for the operation of the system. The Member must reimburse YVEA for any and all losses, damages, claims, penalties, or liability YVEA incurs as a result of the Member's failure to obtain or to maintain any governmental authorization and permit(s) required for construction and operation of the member's system.

The Member's system must cease to energize the YVEA grid when the inverter is subjected to islanding conditions. The Member's system must immediately, completely, and automatically disconnect from the YVEA grid in the event of a fault on the Member's system, a fault on the YVEA electric system, or loss of source power from YVEA. For three-phase systems, the Member's system must immediately, completely, and automatically disconnect from the YVEA grid in the event of any partial open-phase condition occurs on the member's system.

The Member, or the Member's insurance provider, must initially and annually thereafter provide YVEA with proof of liability insurance in the minimum amount of \$300,000.

### **WRITTEN AUTHORIZATION REQUIRED TO CONNECT SYSTEM**

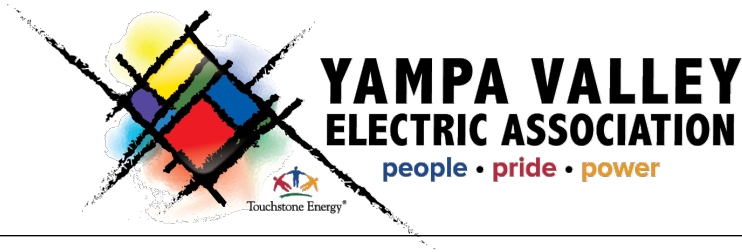
The Member may not connect the Qualifying Facility system to the YVEA electric system until: (1) this agreement has been executed by both parties and (2) the system has been tested by YVEA personnel. After this agreement has been signed by both parties, the Member shall make no changes or modifications in the system or of its mode of operation without the prior written approval of YVEA.

The Member cannot relocate the system to another premise or physical location without the prior written approval of YVEA. Any relocation and installation of the system will be at the member's sole expense.

The metering will be billed in accordance with the provisions of YVEA's Small Power Producers Qualifying Facilities Rate Schedule (Rate Code 50) for all energy delivered to the YVEA electric system.

The Member shall allow access to said premises and to the system by YVEA personnel to read and to replace meters, to open the load-break disconnect switch, or to disconnect the interconnection facilities at YVEA's meter or transformer.

At its sole expense, the Member will maintain the systems and all records for such maintenance. These records must be available to YVEA for inspection at all reasonable times.



Neither party will be liable for delays in performing its obligations to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to riots, wars, floods, fires, explosions, acts of nature, acts of government or labor disturbances.

The duly authorized representatives of the parties have signed this agreement.

Type of Qualifying Facility (i.e. wind, photovoltaic, etc.): \_\_\_\_\_

**MEMBER:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

YVEA Account Number: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Date: \_\_\_\_\_

**YAMPA VALLEY ELECTRIC:**

Benjamin Hoffner P.E.  
Engineering Manager

Signature: \_\_\_\_\_

Enclosed: YVEA Tariff Sheet 30, YVEA Rate Code 50 General Rules and Regulations Sheet No.87