



# TECHNICAL INTERCONNECTION AGREEMENT

## ABSTRACT

To address technical agreement of interconnecting DER to the distribution system.



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THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_, (“Interconnection Customer”), and \_\_\_\_\_, a Cooperative existing under the laws of the State of North Dakota. Interconnection Customer and Nodak Electric each may be referred to as a “Party,” or collectively as the “Parties.” This Agreement addresses the interconnection of the Distributed Energy Resource (“DER”) described as listed directly below.

DER System Information

Application Number: \_\_\_\_\_

Type of DER System: \_\_\_\_\_

Capacity Rating of System (AC): \_\_\_\_\_

Limited Capacity Rating (AC): \_\_\_\_\_

Address of DER System: \_\_\_\_\_

\_\_\_\_\_

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

**1 Scope and Limitations of Agreement**

- 1.1. This Agreement is intended to provide for the Interconnection Customer to interconnect at the Point of Common Coupling and operate a Distributed Energy Resource with a Nameplate Rating of 10 Megawatts (MW) or less in parallel with Nodak Electric at the location identified above and in the Interconnection Application.
- 1.2. This Agreement shall be used for all Interconnection Applications submitted under Nodak Electric’s Interconnection Process except for those Interconnection Applications that qualify and choose for the DER Contract to replace the need for this Agreement.
- 1.3. This Agreement governs the terms and conditions under which the Interconnection Customer’s Distributed Energy Resource will interconnect with, and operate in parallel with, Nodak Electric’s Distribution System.
- 1.4. Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1, Interconnection Process, or the body of this Agreement.

- 1.5. Nothing in this Agreement is intended to affect any other agreement between Nodak Electric and the Interconnection Customer.

## **2 Responsibilities of the Parties**

- 2.1. The Parties shall perform all obligations of this Agreement in accordance with the Interconnection Process, Nodak Electric's Technical Requirements, all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
- 2.2. The Interconnection Customer shall construct, interconnect, operate and maintain its Distributed Energy Resource and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule and, in accordance with this Agreement, and with Good Utility Practice.
- 2.3. Nodak Electric shall construct, operate, and maintain its Distribution System and its Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
- 2.4. The Interconnection Customer agrees to construct its facilities or systems in accordance with Nodak Electric's Technical Requirements and this Agreement; including, applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, Institute of Electrical and Electronics Engineers (IEEE), Underwriter's Laboratory (UL), and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Distributed Energy Resource so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of Nodak Electric.
- 2.5. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now owns or subsequently owns unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Common Coupling. Nodak Electric and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect Nodak Electric's Distribution System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

### **3 Parallel Operation Obligations**

- 3.1. Once the Distributed Energy Resource has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Distributed Energy Resource in the applicable control area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth by the applicable system operator(s) for Nodak Electric's Distribution System provided or referenced in an attachment to this Agreement and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement. Nodak Electric's Technical Requirements for interconnection are covered in a separate document, a copy of which has been made available to the Interconnection Customer and incorporated and made part of this Agreement by this reference.

### **4 Metering**

- 4.1. As described in the Interconnection Process Section 12.1, the Interconnection Customer shall be responsible for Nodak Electric's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

### **5 Distributed Energy Resource Capabilities and Grid Reliability**

- 5.1. Nodak Electric's Technical Requirements outline the Parties responsibilities consistent with IEEE 1547 Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces which provides requirements relevant to the interconnection and interoperability performance, operation and testing, and, to safety, maintenance and security considerations.
- 5.2. Nodak Electric may offer the Interconnection Customer the option to utilize required DER capabilities to mitigate Interconnection Customer costs related to Upgrades or Interconnection Facilities to address anticipated system impacts from the engineering review performed during the Interconnection Process.

### **6 Equipment Testing and Inspection**

- 6.1. As described in Interconnection Process Section 12.2, the Interconnection Customer shall test and inspect its Distributed Energy Resource and Interconnection Facilities

prior to interconnection pursuant to Nodak Electric's Technical Requirements and this Agreement.

## **7 Authorization Required Prior to Parallel Operation**

- 7.1. As described in Interconnection Process Section 12.4, Nodak Electric shall use Reasonable Efforts to list applicable parallel operation requirements by attaching Nodak Electric's Technical Requirements and/or including them in Attachment 5 to this Agreement. Additionally, Nodak Electric shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. Pursuant to the Interconnection Process Section 12.5, the Interconnection Customer shall not operate its Distributed Energy Resource in parallel with Nodak Electric's Distribution System without prior written authorization of Nodak Electric.

## **8 Right of Access**

- 8.1. Upon reasonable notice, Nodak Electric may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Distributed Energy Resource first produces energy to inspect the interconnection, and observe the commissioning of the Distributed Energy Resource (including any required testing), startup, and operation. In addition, the Interconnection Customer shall notify Nodak Electric with adequate notice prior to conducting any on-site verification testing of the Distributed Energy Resource.
- 8.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Nodak Electric shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 8.3. Each Party shall be responsible for its costs associated with the interconnection of the DER system as outlined in Interconnection Process Section 12.3 and Nodak Electric's Technical Requirements.

## **9 Effective Date**

- 9.1 This Agreement shall become effective upon execution by the Parties.



## 10 Term of Agreement

- 10.1. This Agreement shall become effective on the Effective Date and shall remain in effect from the Effective Date unless terminated earlier in accordance with Section 11 of this Agreement.

## 11 Termination

- 11.1. No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.
- 11.2. The Interconnection Customer may terminate this Agreement at any time by giving Nodak Electric twenty (20) Business Days written notice.
- 11.3. Nodak Electric may terminate this Agreement if the listed electric generating facilities are not interconnected to Nodak Electric's distribution system within thirty-six (36) months of this Agreement signed by the Parties. The Parties may choose to delay termination by mutual agreement.
- 11.4. Either Party may terminate this Agreement after Default pursuant to Section 3.
- 11.5. Upon termination of this Agreement, the Distributed Energy Resource will be disconnected from Nodak Electric's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.
- 11.6. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 11.7. The provisions of this article shall survive termination or expiration of this Agreement.

## 12 Temporary Disconnection

- 12.1. Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.
- 12.2. Emergency Conditions. Under emergency conditions, Nodak Electric may immediately suspend interconnection service and temporarily disconnect the Distributed Energy Resource. Nodak Electric shall use Reasonable Efforts to notify the Interconnection

Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Distributed Energy Resource. The Interconnection Customer shall use Reasonable Efforts to notify Nodak Electric promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect Nodak Electric's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

12.3. Temporary Interruption. Nodak Electric may interrupt interconnection service or curtail the output of the Distributed Energy Resource and temporarily disconnect the Distributed Energy Resource from Nodak Electric's Distribution System when necessary for routine maintenance, construction, or repairs on Nodak Electric's Distribution System. Nodak Electric shall use Reasonable Efforts to provide the Interconnection Customer with a minimum of one (1) Business Days notice prior to such interruption. Nodak Electric shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

12.4. Forced Outage. During any forced outage, Nodak Electric may suspend interconnection service to perform immediate repairs on Nodak Electric's Distribution System. Nodak Electric shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, Nodak Electric shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

12.5. Adverse Operating Effects. Nodak Electric shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Distributed Energy Resource may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Distributed Energy Resource could cause damage to Nodak Electric's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, Nodak Electric may disconnect the Distributed Energy Resource. Nodak Electric shall provide the Interconnection Customer with five (5) Business Days' notice of such disconnection, unless the provisions of Section 12.2 apply.

12.6. Modification of the Distributed Energy Resource. The Interconnection Customer must receive written authorization from Nodak Electric before making any change to the Distributed Energy Resource that may have a material impact on the safety or

reliability of the Distribution System. Such authorization shall not be unreasonably withheld if the modification is not a Material Modification. Material Modifications, including an increased Nameplate Rating or capacity, may require the Interconnection Customer to submit a new Interconnection Application as described in the Interconnection Process Section 11. If the Interconnection Customer makes such modification without Nodak Electric's prior written authorization, the latter shall have the right to temporarily disconnect the Distributed Energy Resource.

12.7. Reconnection. The Parties shall cooperate with each other to restore the Distributed Energy Resource, Interconnection Facilities, and Nodak Electric's Distribution System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

12.8. Treatment Similar to Other Retail Customers. If the Interconnection Customer receives retail electrical service at the same site as the Distributed Energy Resource, it may also be disconnected consistent with the rules and practices for disconnecting other retail electrical customers.

12.9. Disconnection for Default. If the Interconnection Customer is in Default of this Agreement, it may be disconnected after a sixty (60) day written notice is provided and the Default is not resolved during this sixty (60) day notice. This provision does not apply to disconnection based on Sections 12.2, 12.3, 12.4 or 12.5 of this Agreement.

## **13 Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

13.1 Interconnection Facilities. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. Nodak Electric shall provide a good faith estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and Nodak Electric.

13.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing Nodak Electric's Interconnection Facilities.

13.3 Distribution Upgrades. Nodak Electric shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. Nodak Electric shall provide a good faith estimate cost, including overheads, for the purchase and construction of the Distribution Upgrades and provide a detailed itemization of such costs. If Nodak Electric and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

## **14 Billing, Payment, Milestones, and Financial Security**

14.1. Billing and Payment Procedures and Final Accounting. Nodak Electric shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement, and the Interconnection Customer shall pay each bill, pursuant to the Interconnection Process, or as otherwise agreed to by the Parties.

14.2. Within 80 Business Days (approximately 4 calendar months) of completing the construction and installation of Nodak Electric's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, Nodak Electric shall provide the Interconnection Customer with a final accounting report.

14.3. Milestones. The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement.

## **15 Assignment, Force Majeure, Consequential Damages, and Default**

15.1. This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

15.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies Nodak Electric of any such assignment.

15.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of Nodak Electric, for collateral security

purposes to aid in providing financing for the Distributed Energy Resource, provided that the Interconnection Customer will promptly notify Nodak Electric of any such assignment.

- 15.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

## **16 Limitations of Liability**

- 16.1. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

## **17 Non-Warranty**

- 17.1. Nodak Electric does not give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Customer, including without limitation the Distributed Energy Resource and any structures, equipment, wires, appliances or devices not owned, operated or maintained by Nodak Electric.

## **18 Indemnity**

- 18.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 16.
- 18.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- 18.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 18.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 18.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 18.6. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Indemnified Party, but the Indemnifying Party's liability to indemnify the Indemnifying Party shall be reduced in proportion to the percentage by which the Indemnified Party's negligent or intentional acts, errors or omissions caused damaged.
- 18.7. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

## **19 Consequential Damages**

- 19.1. Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

## **20 Force Majeure**

20.1. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

## **21 Default**

21.1. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 20, the defaulting Party shall have sixty (60) calendar days from receipt of the Default notice within which to resolve such Default; provided however, if such Default is not capable of cure within sixty (60) calendar days, the defaulting Party shall commence such cure within twenty (20) calendar days after notice and continuously and diligently complete such cure within six (6) months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

21.2. If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

## **22 Insurance**

22.1. Nodak Electric may only require an Interconnection Customer to purchase insurance covering damages pursuant to the Interconnection Process Section 13.

- 22.2. Nodak Electric agrees to maintain general liability insurance or self-insurance consistent with Nodak Electric's commercial practice. Such insurance or self-insurance shall not exclude coverage for Nodak Electric's liabilities undertaken pursuant to this Agreement.
- 22.3. The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.
- 22.4. Failure of the Interconnection Customer or Nodak Electric to enforce the minimum levels of insurance does not relieve the Interconnection Customer from maintaining such levels of insurance or relieve the Interconnection Customer of any liability.

## **23 Confidentiality**

- 23.1. Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement, design, operating specifications, and metering data provided by the Interconnection Customer may be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such. If requested by either Party, the other Party shall provide in writing the basis for asserting that the information warrants confidential treatment.
- 23.2. Confidential Information does not include information previously in the public domain with proper authorization, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be publicly divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements that could not otherwise be fulfilled by not making the information public.
- 23.3. Each Party shall hold in confidence and shall not disclose Confidential Information, to any person (except employees, officers, representatives and agents, who agree to be bound by this section). Confidential Information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral disposition, interrogatories, requests for production of documents,



administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver the Party shall disclose such confidential information which, in the opinion of its counsel, the party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any confidential information so furnished.

- 23.4. Critical infrastructure information or information that is deemed or otherwise designated by a Party as Critical Energy/Electric Infrastructure Information (CEII) pursuant to FERC regulation 18 C.F.R. §388.133, as may be amended from time to time, may be subject to further protections for disclosure as required by FERC or FERC regulations or orders and the disclosing Party's CEII policies.
- 23.5. Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 23.6. Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

## **24 Disputes**

The Parties agree in a good faith effort to attempt to resolve all disputes arising out of the interconnection process and associated study and Interconnection Agreements. The Parties agree to follow the established dispute resolution policy adopted by Nodak Electric.

## **25 Taxes**

- 25.1. The Parties agree to follow all applicable tax laws and regulations, consistent with Internal Revenue Service and any other relevant local, state and federal requirements.
- 25.2. Each Party shall cooperate with the other to maintain the other Party's tax status. It is incumbent on the Party seeking to maintain its tax status to provide formal written notice to the other Party detailing what exact cooperation it is seeking from the other Party well prior to any deadlines by which any such action would need to be taken. Nothing in this Agreement is intended to adversely affect, if applicable, Nodak

Electric's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

## 26 Miscellaneous

- 26.1. Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by Nodak Electric's Board of Directors and the laws of the state of North Dakota, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
- 26.2. Amendment. The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under Section 26.12 of this Agreement.
- 26.3. No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
- 26.4. Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from Nodak Electric. Any waiver of this Agreement shall, if requested, be provided in writing.
- 26.5. Entire Agreement. This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. This Agreement can only be amended or modified in writing signed by both Parties.

- 26.6. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument. Electronic signatures are acceptable if Nodak Electric has made such a determination.
- 26.7. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 26.8. Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
- 26.9. Security Arrangements. Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.
- 26.10. Environmental Releases. Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Distributed Energy Resource or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.
- 26.11. Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement. Each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and

each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.11.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. In no event shall Nodak Electric be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

26.12. Inclusion of Nodak Electric Tariff and Rules. The interconnection services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the rate schedules and rules applicable to the electric service provided by Nodak Electric, which rate schedules and rules are hereby incorporated into this Agreement by this reference.

## 27 Notices

27.1. General. Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified as follows:

Nodak Electric: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Interconnection Customer Information

Interconnection Customer:

Attention:

Address:

Phone:

Email:

27.2. Changes to Notification. Either Party may change this information by giving five (5) Business Days written notice to the other Party prior to the effective date of the change.

# 28 Signatures

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Cooperative]

[Insert name of Interconnection Customer]

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name (Printed):

Name (Printed):

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Attachment I: Glossary of Terms

**Application Agent** – A person designated in writing by the Interconnection Customer to represent or provide information to Nodak Electric on the Interconnection Customer’s behalf throughout the Interconnection Process.

**Area Electric Power System (Area EPS)** – The electric power distribution system connected at the Point of Common Coupling.

**Area Electric Power System Operator** – An entity that owns, controls, or operates the electric power distribution systems that are used for the provision of electric service in North Dakota.

**Business Day** – Monday through Friday, excluding the holidays of New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Any communication to have been sent or received after 4:30 p.m. Central Prevailing Time or on a Saturday, Sunday or Holiday shall be considered to have been sent on the next Business Day.

**Certified Equipment** – Certified equipment is equipment that has been tested by a national recognized lab meeting a specific standard. For DER systems, UL 1741 listing is a common form of DER inverter certification.

**DER Contract** – Nodak Electric’s Interconnection Agreement for qualifying new and existing interconnections between Nodak Electric and a DER system sized less than 40 kilowatts alternating current.

**Confidential Information** – Any confidential and/or proprietary information provided by one Party to the other Party and is clearly marked or otherwise designated “Confidential.” All procedures, design, operating specifications, and metering data provided by the Interconnection Customer may be deemed Confidential Information. See Section 17.1 of the Interconnection Process for further information.

**Distributed Energy Resource (DER)** – A source of electric power that is not directly connected to a bulk power system. DER includes both generators and energy storage technologies capable of exporting active power to an EPS. An interconnection system or a supplemental DER device that is necessary for compliance with this standard is part of a DER.

For the purpose of the Interconnection Process and Interconnection Agreements, the DER includes the Customer’s Interconnection Facilities but shall not include Nodak Electric’s Interconnection Facilities.

**Distribution System** – Nodak Electric facilities which are not part of the Local EPS, Transmission System or any generation system.

**Distribution Upgrades** – The additions, modifications, and upgrades to the distribution system at or beyond the Point of Common Coupling to facilitate interconnection of the DER and render

the distribution service necessary to affect the Interconnection Customer's connection to the distribution system. Distribution Upgrades do not include Interconnection Facilities.

**Electric Power System (EPS)** – The facilities that deliver electric power to a load.

**Engineering Studies** – Studies performed to ensure the Interconnection Application can interconnect when initial engineering screens and/or supplemental studies are failed.

**Force Majeure Event** – An act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or another cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.

**Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, Nodak Electric, or any Affiliate thereof. The Cooperative Board is the authority governing interconnection requirements unless otherwise provided for in the Technical Requirements.

**Interconnection Agreement** – The terms and conditions between Nodak Electric and Interconnection Customer (Parties).

**Interconnection Application** – The Interconnection Customer's request to interconnect a new or modified DER system.

**Interconnection Customer** – The person or entity, including Nodak Electric, whom will be the owner of the DER that proposes to interconnect a DER(s) with Nodak Electric's Distribution System. The Interconnection Customer is responsible for ensuring the DER(s) is designed, operated and maintained in compliance with Nodak Electric's Technical Requirements.

**Interconnection Facilities** – Nodak Electric's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities



and equipment between the DER and the Point of Common Coupling, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the DER to Nodak Electric's System. Some examples of Customer Interconnection Facilities include: supplemental DER devices, inverters, and associated wiring and cables up to the Point of DER Connection. Some examples of Nodak Electric Interconnection Facilities include sole-use facilities; such as, line extensions, controls, relays, switches, breakers, transformers and shall not include Distribution Upgrades or Network Upgrades.

**Interconnection Process** – Nodak Electric's interconnection steps for DER systems to be interconnected to the Distribution System.

**Material Modification** – A modification to machine data, equipment configuration or to the interconnection site of the DER at any time after receiving notification by Nodak Electric of a complete Interconnection Application that has a material impact on the cost, timing, or design of any Interconnection Facilities or Upgrades, or a material impact on the cost, timing or design of any Interconnection Application with a later Queue Position or the safety or reliability of Nodak Electric.<sup>1</sup>

**Nameplate Rating** – Nominal voltage (V), current (A), maximum active power (kW AC), apparent power (kVA), and reactive power (kVAR) at which a DER is capable of sustained operation. For a Local EPS with multiple DER units, the aggregate Nameplate Rating is equal to the sum of all DERs Nameplate Rating in the Local EPS. The DER system's capacity may, with Nodak Electric's agreement, be limited through use of control systems, power relays or similar device settings or adjustments as identified in IEEE 1547. The nameplate ratings referenced in the Interconnection Process are alternating current nameplate DER ratings at the Point of DER Connection.

**Network Upgrades** – Additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the DER interconnects with Nodak Electric's System to

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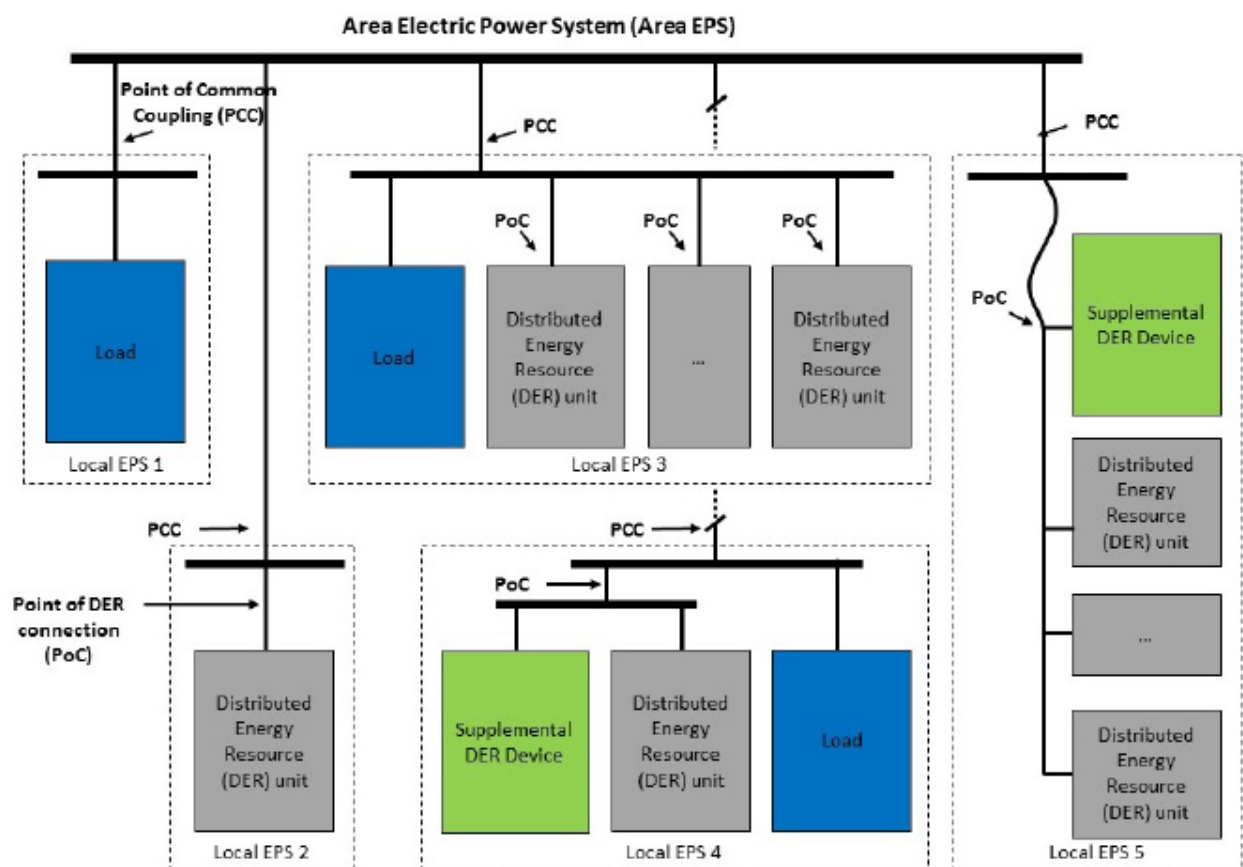
<sup>1</sup> A Material Modification shall include, but may not be limited to, a modification from the approved Interconnection Application that: (1) changes the physical location of the Point of Common Coupling; such that it is likely to have an impact on technical review; (2) increases the Nameplate Rating or output characteristics of the Distributed Energy Resource; (3) changes or replaces generating equipment, such as generator(s), inverter(s), transformers, relaying, controls, etc., and substitutes equipment that is not like-kind substitution in certification, size, ratings, impedances, efficiencies or capabilities of the equipment; (4) changes transformer connection(s) or grounding; and/or (5) changes to a certified inverter with different specifications or different inverter control settings or configuration. A Material Modification shall not include a modification from the approved Interconnection Application that: (1) changes the ownership of a Distributed Energy Resource; (2) changes the address of the Distributed Energy Resource, so long as the physical point of common coupling remains the same; (3) changes or replaces generating equipment such as generator(s), inverter(s), solar panel(s), transformers, relaying, controls, etc. and substitutes equipment that is a like-kind substitution in certification, size, ratings, impedances, efficiencies or capabilities of the equipment; and/or (4) increases the DC/AC ratio but does not increase the maximum AC output capability of the Distributed Energy Resource in a way that is likely to have an impact on technical review.

accommodate the interconnection with the DER to Nodak Electric’s System. Network Upgrades do not include Distribution Upgrades.

**Operating Requirements** – Any operating and technical requirements that may be applicable due to the Transmission Provider’s Technical Requirements or Nodak Electric’s Technical Requirements, including those set forth in the Interconnection Agreement.

**Party or Parties** – Nodak Electric and the Interconnection Customer.

**Point of Common Coupling (PCC)** – The point where the Interconnection Facilities connect with Nodak Electric’s Distribution System. See Figure 1. Equivalent, in most cases, to “service point” as specified by Nodak Electric and described in the National Electrical Code and the National Electrical Safety Code.



**Figure 1: Point of Common Coupling and Point of DER Connection**

(Source: IEEE 1547)

**Point of DER Connection (PoC)** – When identified as the Reference Point of Applicability, the point where an individual DER is electrically connected in a Local EPS and meets the requirements of this standard exclusive of any load present in the respective part of the Local EPS (e.g. terminals of the inverter when no supplemental DER device is required.) For DER

unit(s) that are not self-sufficient to meet the requirements without a supplemental DER device(s), the Point of DER Connection is the point where the requirements of this standard are met by DER in conjunction with a supplemental DER device(s) exclusive of any load present in the respective part of the Local EPS.

**Queue Position** – The order of a valid Interconnection Application, relative to all other pending valid Interconnection Applications, that is established based upon the date- and time- of receipt of the complete Interconnection Application as described in Section 7.3 of the Interconnection Process.

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under these procedures, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Reference Point of Applicability** – The location, either the Point of Common Coupling or the Point of DER Connection, where the interconnection and interoperability performance requirements specified in IEEE 1547 apply. With mutual agreement, Nodak Electric and Customer may determine a point between the Point of Common Coupling and Point of DER Connection.

**Scoping Meeting** – A meeting between Nodak Electric and the Interconnection Customer to determine the scope of the Engineering Study or if the Interconnection Application will be withdrawn.

**Studies Option Meeting** – A meeting between Nodak Electric and the Interconnection Customer to determine if a Supplemental Review should be performed, if an Engineering Study should be performed, or the Interconnection Application will be withdrawn.

**Supplemental Review** – A more in-depth engineering review of the Interconnection Application(s). This review occurs when initial engineering screens are failed, but prior to Engineering Studies.

**Technical Interconnection Agreement** – Nodak Electric’s Interconnection Agreement for qualifying new and existing interconnections between Nodak Electric and a DER system sized 40 kilowatts alternating current and larger.

**Technical Requirements** – The term including all of the DER technical interconnection requirement documents for Nodak Electric.

**Tier I** – The track for evaluating an Interconnection Application for a certified inverter-based DER no larger than 20kW.

**Tier II** – The track for evaluating an Interconnection Application for a standby DER system no larger than 10 MW.

**Tier III** – The track for evaluating an Interconnection Application for all other types of DER systems no larger than 10 MW that operate in extended parallel/continuous with the distribution system and do not fall under the Tier I or Tier II tracks.

**Transmission Owner** – The entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System relevant to the Interconnection.

**Transmission Provider** – The entity (or its designated agent) that owns, leases, controls, or operates transmission facilities used for the transmission of electricity. The term Transmission Provider includes the Transmission Owner when the Transmission Owner is separate from the Transmission Provider. The Transmission Provider may include the Independent System Operator or Regional Transmission Operator.

**Transmission System** – The facilities owned, leased, controlled or operated by the Transmission Provider or the Transmission Owner that are used to provide transmission service.

**Upgrades** – The required additions and modifications to Nodak Electric’s Transmission or Distribution System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

## **Attachment I: Interconnection Application**

Placeholder for Interconnection Application to be included in the Interconnection Agreement.

## **Attachment II: Description and Costs of the Distributed Energy Resource, Interconnection Facilities, and Metering Equipment**

Equipment, including the Distribution Energy Resource, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer or Nodak Electric. Nodak Electric will provide a good faith estimate itemized cost, including administrative overheads, of its Interconnection Facilities and metering equipment, and a good faith estimate itemized cost of the annual operation and maintenance expenses associated with the Interconnection Facilities and metering equipment.

**Attachment III: One-line Diagram Depicting the Distributed Energy Resource, Interconnection Facilities, Metering Equipment, and Upgrades**

## Attachment IV: Milestones

The Milestones in line (1) below may be a calendar date. All other dates in this Attachment IV may be the number of Business Days from the calendar date in line (1) or from the completion of a different Milestone described in a specific number line. Similarly, the anticipated In-Service Date may be based on the number of Business Days from the completion of a specified line number.

In-Service Date: \_\_\_\_\_

Critical milestones and responsibilities as agreed to by the Parties:

	Milestone/Anticipated Date	Responsible Party
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____

Agreed to by:

Nodak Electric \_\_\_\_\_ Date \_\_\_\_\_

Transmission Owner  
(If Applicable) \_\_\_\_\_ Date \_\_\_\_\_

Interconnection  
Customer \_\_\_\_\_ Date \_\_\_\_\_



## **Attachment V: Additional Operating and Maintenance Requirements for Nodak Electric's Distribution System and Affected Systems Need to Support the Interconnection Customer's Needs**

Nodak Electric shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with Nodak Electric's Distribution System.

## **Attachment VI: Nodak Electric's Description of Distribution and Good Faith Estimates of Upgrade Costs**

Nodak Electric shall describe Distribution and provide an itemized good faith estimate of the costs, including administrative overheads, of the Upgrade and annual operations and maintenance expenses associated with such Upgrades. Nodak Electric shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.

## Attachment VII: Assignment of Interconnection Agreement

This is an Assignment of Interconnection Agreement (“Agreement”).

There is an Interconnection Agreement, including any and all Attachments thereto including any and all amendments (“Agreement”) by and between \_\_\_\_\_

\_\_\_\_\_, a Cooperative existing under the laws of the State of North Dakota, (“Nodak Electric”), and \_\_\_\_\_,

(“Assignor”) originally signed by Nodak Electric on \_\_\_\_\_ for a Distributed Energy Resource (DER) described as follows:

### DER System Information

Type of DER System: \_\_\_\_\_

Capacity Rating of System (AC): \_\_\_\_\_

Limited Capacity Rating (AC): \_\_\_\_\_

Address of DER System: \_\_\_\_\_

The Assignor intends to convey its interest in the above-referenced DER to \_\_\_\_\_ (“Assignee”), and the Assignor intends to assign the Agreement to the Assignee.

Upon the execution of this Assignment by the Assignor, Assignee and Nodak Electric, agree as follows:

- 1. Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.
- 2. Consent to Assignment.** The Assignor hereby irrevocably assigns the Agreement in all respects to the Assignee and the Assignee accepts the assignment thereof in all respects.
- 3. Amendment to Agreement.** Nodak Electric consents to this assignment and, as assigned, the Agreement is hereby amended so that wherever the name of the Assignor

is used therein it shall mean the Assignee. It is further agreed that all terms and conditions of the Agreement, as amended by this Assignment, shall remain in full force and effect.

- 4. **Payments by Nodak Electric.** Any and all payments made by Nodak Electric under the Agreement to either the Assignor or the Assignee shall be deemed to have been made to both and shall discharge Nodak Electric from any further liability with regard to said payment.
  
- 5. **Financial Obligations of Assignor and Assignee.** Any and all financial liability, including but not limited to amounts due, from the Interconnection Customer to Nodak Electric, occurring or accruing under the Agreement on or before the date of the signature of Nodak Electric to this Assignment shall be deemed to be the obligation of both the Assignor and Assignee, and Nodak Electric may recover any such amounts jointly and severally from the Assignor and Assignee.
  
- 6. **Contact information.** The following information updates and replaces the designated information as set forth on page 1 of the Agreement, and in Section 27.1 of the Agreement.

Page 1 Interconnection Customer Information

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

27.1 General Notices. Interconnection Customer Information

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**7. Signatures.** Facsimile or electronic signatures, or signatures to this Assignment sent electronically, shall have the same effect as original signatures. Photocopies, or electronically stored versions of this Assignment, shall have the same validity as the original.

Nodak Electric, Assignor, and Assignee have executed this Assignment as of the dates as set forth below.

**Assignor**

[Insert legal name of Assignor]

\_\_\_\_\_

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

**Assignee**

[Insert legal name of Assignee]

\_\_\_\_\_

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

**Nodak Electric**

[Insert legal name of Cooperative]

\_\_\_\_\_

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

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