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**VIGILANTE ELECTRIC COOPERATIVE  
AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION**

This Interconnection Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **Vigilante Electric Cooperative** (Cooperative), a corporation organized under the laws of Montana, and \_\_\_\_\_ (Member) each hereinafter sometimes referred to individually as “Party” or collectively as the “Parties”. In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** – This agreement puts forth the conditions and the responsibilities under which Vigilante Electric Cooperative will enter into an interconnection/parallel operation agreement with one of its members.
2. **Establishment of Point of Interconnection** – For the purposes of this agreement the Point of Interconnection is the kilowatt-hour meter. The Cooperative and Member agree to interconnect the cooperative distribution system (System) to the Member’s distributive generation source, including all essential components (Facilities) to ensure safe operation, at the Point of Interconnection in accordance with the Cooperative’s rules, regulations, by-laws, rates, and tariffs (the “Rules”), which are incorporated herein by reference. The source and the interconnection equipment installed by the Member shall be in accordance with the Rules as well.
3. **Responsibilities of Cooperative and Member for Installation, Operation and Maintenance of Facilities.**
  - a. The Member will, at its own cost and expense, install, operate, maintain, repair, inspect, and shall be fully responsible for, its Facilities unless otherwise specified.
  - b. The Member shall conduct operations of its Facilities in compliance with all aspects of the Rules and in accordance with industry standard prudent engineering practice.
  - c. The Cooperative shall conduct operations of its (System) in compliance with all aspects of the Rules.
  - d. Maintenance of Facilities shall be performed in accordance with the applicable manufacturers’ recommended maintenance schedules.
  - e. The Member agrees to cause its Facilities to be constructed in accordance with the Rules and specifications equal to or better than those provided by the National Electrical Safety Code and the National Electrical Code, both codes approved by the American National Standards Institute, in effect at the time of construction.
  - f. The Member covenants and agrees to cause the design, installation, maintenance, and operation of its Facilities so as to reasonably minimize the likelihood of a malfunction or other disturbance, damaging or otherwise affecting or impairing the System.

- g. The Member shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules and environmental restrictions applicable to the design, installation, operation and maintenance of its Facilities.
  - h. Cooperative will notify Member if there is evidence that the Facilities' operation causes disruption or deterioration of service to other customers served from the System or if the Facilities operation causes damage to the System.
  - i. The Member will notify the Cooperative of any emergency or hazardous condition or occurrence with the Member's Facilities, which could affect safe operation of the System.
4. **Power Sales to Cooperative** - Interconnection of the Facilities with the System does not grant the Member the right to export power nor does it constitute an agreement by the Cooperative to purchase or wheel excess power.
5. **Limitation of Liability and Indemnification**
- a. Notwithstanding any other provision in this Agreement, with respect to the Cooperative's provision of electric service to the Member and the services provided by the Cooperative pursuant to this Agreement, Cooperative's liability to the Member shall be limited as set forth in the Cooperative's tariffs and terms and conditions for electric service, which are incorporated herein by reference.
  - b. For the purposes of this Agreement, a Force Majeure event is any event: (a) that is beyond the reasonable control of the affected party; and (b) that the affected party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, public disorder, rebellion or insurrection; floods, hurricanes, earthquakes, lightning, storms or other natural calamities; explosions or fires; strikes, work stoppages or labor disputes; embargoes; and sabotage.
    - If a Force Majeure event prevents a party from fulfilling any obligations under this agreement, such party will promptly notify the other party in writing and will keep the other party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected party is taking to mitigate the effect of the event on its performance. The affected party will be entitled to suspend or modify its performance of obligations under this Agreement but will use reasonable efforts to resume its performance as soon as possible.
  - c. Notwithstanding Paragraph 5.b of this Agreement, the Member shall assume all liability for and shall indemnify the Cooperative and its members, trustees, directors, officers, managers, employees, agents, representatives, affiliates, successors and assigns for and shall hold them harmless from and against any claims, losses, costs, and expenses of any kind or character to the extent that they result from Member negligence or other wrongful conduct in connection with the design, construction, installation, operation or maintenance of the Facilities. Such indemnity shall include, but is not limited to, financial responsibility for (a) monetary losses; (b) reasonable costs and expenses of defending an action or claim; (c) damages related to death or injury; (d) damages to property; and (e) damages for the disruption of business.
  - d. Cooperative and Member shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the Point of Interconnection. The Cooperative does not assume any duty of inspecting the Member's lines, wires, switches, or other equipment or property and will not be responsible therefore. The Member assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.
  - e. For the mutual protection of the Member and the Cooperative, and only with the Cooperative's prior written authorization are the connections between the Cooperative's system and the Member facilities to be energized.

6. **Testing and Testing Records** – The Member shall provide to the Cooperative all records of testing. Factory testing of pre-packaged interconnection facilities and the protective systems of small units shall be acceptable. In the case of a factory test, the Member needs to provide a written description and certification by the factory of the test, the test results, and the qualification of any independent testing laboratory. In addition, the settings of the equipment being installed are to be approved by the Cooperative prior to DG operation.
7. **Right of Access, Equipment Installation, Removal & Inspection** – At any time the Cooperative shall have access to Member’s premises for any reasonable purpose in connection with the interconnection described in this Agreement, the Rules, or to provide service to its customers.
8. **Disconnection of Facilities:**
  - a. The Member retains the option to disconnect its Facilities from the System, provided that the Member notifies the Cooperative of its intent to disconnect by giving the Cooperative at least thirty (30) days’ prior written notice. Such disconnection shall not be a termination of this Agreement unless the Member exercises rights under Section 11 that do not lead to a resolution of the issue. The Member shall disconnect Facilities from the System upon the effective date of any termination resulting from and required by actions under Section 11.
  - b. The Cooperative shall have the right to disconnect or cause the Member to disconnect the Facilities from the System and suspend service in cases where continuance of service to Member will endanger persons or property. During the forced outage of the System serving the Member, the Cooperative shall have the right to suspend service and disconnect or cause the Member to disconnect the Facilities from the System to effect repairs on the System, but the Cooperative shall use its reasonable efforts to provide the Member with reasonable prior notice.
9. **Metering**
  - a. The Cooperative shall purchase, own, install and maintain such metering equipment as may be necessary to meter the electrical output of the Facilities. All costs associated therewith shall be borne by the Member.
  - b. Metering is used to record the difference between the amount of electricity placed on the System by the distributive generation source, and the amount of electricity supplied to the Member by the Cooperative. Metering shall meet accuracy standards required for equivalent electrical services and can be done with standard meters or any devices that meet data collection and accuracy requirements.
10. **Insurance** – The Member shall carry adequate insurance coverage that shall be acceptable to the Cooperative.
11. **Effective Term and Termination Rights** – This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. This Agreement may be terminated as follows:
  - a. The Member may terminate this Agreement at any time by giving the Cooperative at least sixty (60) days written notice.
  - b. Cooperative may terminate upon failure by the Member to generate energy from the Facilities and deliver such energy to the Cooperative within six (6) months after completion of the interconnection.
  - c. Either Party may terminate by giving the other Party at least thirty (30) days prior written notice that the other Party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of the Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default.
  - d. The Cooperative may terminate by giving the Member at least sixty (60) day notice in the

event that there is a material change in an applicable law, or any requirement of the Cooperative's wholesale electric suppliers or of any transmission utility, independent system operator or regional transmission organization having responsibility for the operation of any part of the System.

12. **Compliance with Laws, Rules and Tariffs** – Both the Cooperative and the Member shall be responsible for complying with the laws of the state of Montana, and the Rules. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Rules, which Rules are hereby incorporated into this Agreement by this reference. The Cooperative shall have the right to publish changes in any of the Rules at any time.
13. **Severability** – If any portion or provision of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.
14. **Amendment** – This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.
15. **Entirety of Agreement and Prior Agreements Superseded** – This Agreement, including the Rules and all attached Exhibits and Facilities Schedules, supersedes any and all prior agreements whether in oral and written form.
16. **Assignment** – At any time during the term of this Agreement, the Member may assign this Agreement to a corporation, an entity with limited liability or an individual (the "Assignee") to whom the Member transfers ownership of the Facilities; provided that the Member obtains the consent of the Cooperative in advance of the assignment. The Cooperative's consent will be based on a determination that the Assignee is financially and technically capable to assume ownership and/or operation of the Facilities. The company or individual to which this Agreement is assigned will be responsible for the proper operation and maintenance of the Facilities, and must agree in writing to be subject to all provisions of this Agreement. The Cooperative may also assign the Agreement to another entity with the written approval of the Member.
17. **Notices** – Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail.
18. **Invoicing and Payment** – Invoicing and payment terms for services associated with this Agreement shall be consistent with applicable Rules.
19. **Limitations (No Third-Party Beneficiaries, Waiver, etc.)**
  - a. 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.
  - b. 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 to waive the obligations, rights, or duties imposed upon the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Vigilante Electric Cooperative

Member

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT A

As part of this agreement the Member and the Cooperative include a copy of the letter of application made to the Cooperative General Manager. This information outlines the general information and technical specifications of the distributive generation system the Member intends to install.