

## **Delaware Electric Cooperative Irrigation Grant Program**

**2014**

### **Project Narrative:**

The Delaware Electric Cooperative (DEC) Irrigation Grant Program is designed to assist those irrigation systems currently using a fossil fuel distributed generator to operate their system to convert to an electric system while participating in DEC's Demand Side Management (DSM) controlled load program.

- **Eligibility & Qualifications:**

Only those systems currently using a fossil fuel distributed generator to operate and have a minimum of 20 kW load, based on pump motor size, are eligible for program funding. Funding is limited and DEC reserves the right to discontinue the program without notice. As a condition for grant qualification recipients must agree that the new electric irrigation service will be placed on the DEC Large Commercial – Controlled Load rate and operate within the requirements of that rate schedule. The Cooperative reserves the right to select the cost share candidates based on electrical system requirements, focusing on the most cost efficient installations first. All additional infrastructure requirements will be handled according to the terms and conditions in our electric service tariff.

- **Variable Frequency Drive (VFD)**

Where the Cooperative has no three-phase service available for irrigation service or whereby the Cooperative, in its sole discretion, determines that the installation of a VFD is a more economical and efficient alternative to extending utility three-phase service to the point of interconnection the Cooperative will purchase a variable frequency drive of size and design to meet the anticipated load of the irrigation service.

**Costs:** The Cooperative will retain ownership of the VFD. Installation and all costs associated with the installation of the VFD will be the responsibility of the member-owner. Installation specifications will be provided by the Cooperative and the VFD shall be installed by a qualified licensed electrician to all applicable codes and inspections. The Cooperative reserves the right to inspect installation prior to activating the system.

**Maintenance:** The Cooperative will be responsible for any and all maintenance, repair and replacement associated solely with the VFD. Member-owners are prohibited from performing any maintenance, repair, programming, adjustments

of controls, other than Stop/Start functions, or alterations of the original installation in any way.

- **Term of Contract:**

In exchange for a DEC grant recipients will be required to sign a contract for Controlled Load Service for a minimum of sixty (60) months. Member-owners who fail to comply with the terms of the contract or who discontinue use of, have the irrigation system non-functional or the account is disconnected due to non-payment shall reimburse DEC a pro-rata share of the full grant value.

- **Project Budget**

This program, effective January 1, 2014, for DEC and funding is limited. DEC has seeded the fund with \$375,000 for the 2014 year. The Cooperative will provide the irrigator's 50% cost share for installations up to a total Cooperative investment of \$7,500 per installation for infrastructure installed across the grower's property where the connected load equals or exceeds 20 kW. The Cooperatives cost share shall also include any and all costs associated with the purchase of a VFD. Example: For a 30 kW irrigation load the Cooperative pays \$3,750 and Cooperative covers the irrigator's \$3,750. Any infrastructure investment required after that would be under the existing terms of the tariff. The customer has the option to mitigate the cost of installation by supporting installation costs, trenching, etc.

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## Irrigation Grant Contract

This Agreement made on \_\_\_\_\_, 20\_\_\_\_ between Delaware Electric Cooperative, Inc. (DEC) and \_\_\_\_\_ a member-owner of DEC to participate under the requirements of the Irrigation Grant Program hereby agree as follows:

In consideration of a grant amount of \$ \_\_\_\_\_ the member-owner shall deliver to DEC \_\_\_\_\_ kW peak load under account no. \_\_\_\_\_.

### **1. Rate Schedule**

Service rendered under the Irrigation Grant Program shall be in accordance with the DEC Large Commercial-Controlled Load Rate schedule (LC-CL) as it may exist from time to time and subject to the provisions of power cost adjustment schedules.

### **2. Service Characteristics**

Service under the LC-CL shall be alternating current, sixty cycles, \_\_\_\_\_ volts, \_\_\_\_\_ phase(s).

### **3. Payment**

The member-owner shall pay DEC for service hereunder at the rates and upon the Terms and Conditions on file as approved as they may exist from time to time. Notwithstanding any provisions of the current Rate Schedule and irrespective of the member-owners requirement for or use of electric power and energy the member-owner shall pay DEC not less than the minimum required amount for having service available during the term hereof and any amount of Contribution in Aid of Construction (CIAC) based on the current Terms and Conditions as well as the Policies of DEC.

### **4. Continuity of Service**

DEC shall use reasonable diligence to provide a constant supply of electric power and energy in accordance with the appropriate Rate Schedule for Controlled Load Service during non-peak periods.

If the supply of electric power and energy shall fail, or be interrupted, or become defective through an act of God, government authority, action of the elements, public enemy, accident, strikes, labor troubles, required maintenance work, inability to secure right of way, or any other cause beyond the reasonable control of DEC, DEC shall not be liable therefore or for damages caused thereby.

The member-owner shall abide by the conditions of such Rate Schedule and curtail use of service during specified peak periods according to this agreement. Failing this the billing for that period will automatically revert to the appropriate peak service rate schedule.

Peak controlled periods shall be 1) pre-specified within the Rate Schedule, as it may exist from time to time, 2) determined by member-notification by DEC, or 3) through the DEC control of the member-owners service equipment. Member-owner notification may be by either contracting a direct dial telephone message or by a Fax message to the member-owner. The DEC will be responsible for send the Fax message. In both cases it will be assumed the member-owner received notification and must respond appropriately. To the extent possible DEC will provide the member-owner with early notification of control periods but in any event by the minimum period specified in the appropriate Rate Schedule.

#### **Communications**

The Delaware Electric Load Control Information direct dial line is (302) 349-3175.

If the member-owner desires a text message notification: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_.

#### **Motor Installations**

See section 14 of the Terms & Conditions for the parameters of service for motor installations. This section is incorporated into this agreement by reference.

#### **Right of Access**

Duly authorized representatives of DEC shall be permitted to enter the member-owners premises at all reasonable times in order to carry out the provisions of this agreement.

#### **Term of Agreement**

This agreement shall become effective on the date above and shall remain in effect for sixty (60) months from the date of this agreement and thereafter on a month to month basis until terminated by either party giving the other party two (2) months notice in writing. Member-

owners who fail to comply with the terms of the contract or who discontinue use of, have the irrigation system non-functional or the account is disconnected due to non-payment shall reimburse DEC a pro-rata share of the full grant value.

The member-owner agrees as a member of DEC to be bound by the provisions of the Articles of Incorporation and Bylaws of DEC and by such rules and regulations as may from time to time be adopted by DEC.

**Succession**

This agreement shall be binding upon and insure to the benefits of the successors, legal representatives and assigns of the respective parties hereto.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR ABOVE WRITTEN.**

Delaware Electric Cooperative

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

Member-Owner

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