

WASHINGTON ELECTRIC MEMBERSHIP CORPORATION

Customer Generation Procedures & Guidelines Manual for Members

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GENERAL

In order to receive service from the Cooperative, a customer must join or become a "Member" of the Cooperative. Throughout this Customer Generation Procedures & Guidelines Manual for Members (Manual), customers will be referred to as "Members." For more information about the cooperative membership application process, including any applicable membership fees or deposits, see the Cooperative to request new member information.

A Distributed Generation (DG) Facility means a Member owned or leased generation facility operating at a distribution voltage or 35 kV or less, including any generation and associated equipment, wiring, protective devices, or switches owned or leased by the Member.

A Qualifying Facility (QF) is a generating installation which meets the requirements set forth in Federal Energy Regulatory Rules promulgated under Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978 (see Section I.(3) (a) of this Manual).

A Member's generation facility may be a DG, a QF, or both. Throughout this Manual, the term "Customer Generation" facility shall mean "Distributed Generation or Qualifying" facility and all provisions herein that utilize the term "Customer Generation" shall be interpreted as being applicable to both a DG facility and a QF.

It is the intent of the Cooperative to allow Members to install Customer Generation facilities, provided the Member's Customer Generation facility does not adversely affect the Cooperative or other Members of the Cooperative. The Member must conduct his/her own analysis to determine the economic benefit of Customer Generation operation.

A Customer Generation facility that is not connected to the Cooperative's system in any way is known as "stand-alone" or "isolated" Customer Generation. The Member may operate a Customer Generation facility in stand-alone or isolated fashion as long as such Customer Generation facility does not adversely affect the Cooperative's system. A Customer Generation facility electrically connected in any way to the Cooperative's system shall be considered operating in "parallel." For purposes of this Manual, a Customer Generation facility is considered operating in "parallel" anytime it is electrically connected to the Cooperative's system in any way, even if the Member does not intend to export power. All provisions of this Manual shall apply to parallel operation of Customer Generation facilities as so defined. The Member shall fully comply with the provisions of this Manual, as same may be amended from time to time at the sole discretion of the Cooperative.

This Manual is not a complete description or listing of all laws, ordinances, rules and regulations, nor is this Manual intended to be an installation or safety manual. The Member requesting to interconnect a Customer Generation facility to the Cooperative's system is responsible for and must follow, in addition to all provisions of this Manual, the Cooperative's *Rules and Regulations and Tariffs for Electric Service*, the Cooperative's *Line Extension Policy*, the *Policies and Procedures* of the Cooperative's power supplier where applicable, the *Policies and Procedures* of the Cooperative's transmission service provider where applicable, the current *IEEE 1547 Standard Guide for Distributed Generation Interconnection* (a copy is on file at the Cooperative for inspection along with information so the Member may obtain his/her own copy), other applicable IEEE standards, applicable ANSI standards, including ANSI C84.1 Voltage Range A and any other applicable governmental and regulatory laws, rules, ordinances or requirements. All Customer Generation equipment must be UL listed for its intended use. All legal, technical, financial, etc.

requirements in the following sections of this Manual must be met prior to interconnection of the Customer Generation facility to the Cooperative's system.

A Member may serve all load behind the meter at the location serving the Customer Generation facility but will not be allowed to serve multiple meters, multiple consuming facilities or multiple Members with a single Customer Generation facility or under a single Customer Generation application, without prior written consent of the Cooperative.

Customer Generation facilities larger than 10 MW are not covered by this Manual and will be considered by the Cooperative on a case-by-case basis.

I DETERMINE THE CATEGORY OF CUSTOMER GENERATION FACILITY

1) Connection Level Category

- a) Connected to the Cooperative's system
The Member requests and/or the Member's Customer Generation facility requires connection to the Cooperative's system. All provisions of this manual cover this category.
- b) Connected to the Cooperative's power supplier's and/or transmission supplier's system
The Member requests and/or the Member's Customer Generation facility requires connection to the Cooperative's power supplier's and/or transmission supplier's system. This manual does NOT cover this category. The Cooperative will provide contact information for the power supplier and/or transmission supplier to the Member.

2) Power Export Category

- a) Parallel – no power export
The Member operates a Customer Generation facility connected in any way to the Cooperative's system but with no intention to export power.
- b) Parallel – power generated to be both consumed and exported
The Member operates a Customer Generation facility connected in any way to the Cooperative's system designed primarily to serve the Member's own load but with the intention to export excess power.
- c) Parallel – power generated to be exported only
The Member operates a Customer Generation facility connected in any way to the Cooperative's system designed primarily with the intention to export power.

3) Qualifying or Non-Qualifying Category

- a) Qualifying Facilities (QF) are defined in Federal Energy Regulatory Commission Rules promulgated under Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978. In general, a QF must either produce useful thermal energy and electricity through the sequential use of energy or have a renewable resource (e.g. biomass, waste, geothermal) as its primary energy source.
- b) Generation facilities that are not QFs under the provisions of PURPA will be considered a Non-Qualifying Facility ("NQF") by Cooperative.
- c) The Cooperative will purchase power from a Member with a generation facility that is a QF, subject to the provisions of this Manual and other applicable rules and regulations.
- d) The Cooperative may purchase power from a Member with a Customer Generation facility that is an NQF.

4) Size Category

- a) Facilities ≤ 10 kW (residential) and ≤ 100 kW (commercial)
Facilities ≤ 10 kW (residential) and ≤ 100 kW (commercial) of connected generation will be placed in this size category unless the Member requests connection under category b).
- b) Facilities > 10 kW (residential) and > 100 kW (commercial) and < 10 MW
Facilities > 10 kW (residential) and > 100 kW (commercial) and < 10 MW of connected generation will be placed in this size category. Smaller capacity facilities may be placed in this size category if so requested by the Member.
- c) Facilities above 10 MW of connected generation
Not considered under this Manual.

II MEMBER'S INITIAL REQUIREMENTS

1) Notification

- a) The Member must meet all the Cooperative's membership and service requirements in addition to the requirements in the Manual.
- b) Anyone owning or operating a Customer Generation facility in parallel with the Cooperative's system must notify the Cooperative of the existence, location and category of the Customer Generation facility.

2) New Interconnection Service Request

- a) To initiate a new interconnection service request, the Member must contact the Cooperative and complete the "Application for Operation of Customer-Owned Generation" (the "Application") included in this Manual and pay an application fee and the additional engineering fee as indicated below. In the case of Customer Generation facilities (i) to be operated in parallel with the Cooperative's system, (ii) with no intention to export power to the Cooperative and (iii) that are of standard design and intended entirely as emergency or back-up power supply for the facility, the Cooperative may, at its sole discretion, waive the application fee.
- b) As a part of the application, the Member shall submit a plan detailing the electrical design, interconnection requirements, size, and operational plans for the Customer Generation facility (the "Customer Generation Plan"). Either at the time of submission or at any time during the review process, the Cooperative may require additional information or may require the Customer Generation Plan to be prepared by a Professional Engineer registered in the State of Georgia.
- c) Customer Generation facilities having a design capacity of 10 kW or less and of standard manufacture and design (as so determined by the Cooperative) may submit only Part 1 of the Application. All other facilities must submit both Parts 1 and 2 of the Application.

- d) A separate Application must be submitted for each facility
- e) Prior to review of the Application and Customer Generation Plan by the Cooperative pursuant to Section III.1, the Member shall pay an application fee and an additional engineering fee as indicated below. A separate application fee and additional engineering fee must be submitted for each Customer Generation facility.

Customer Generation Size (Design Capacity)	Application Fee	Additional Engineering Fee
≤ 10 kW	\$50	None
11 kW to 100 kW	\$100	As Required
101 kW to 1 MW	\$150	As Required
Over 1 MW to 10 MW	\$250	As Required
> 10 MW	Not covered by this manual	

III COOPERATIVE AND/OR POWER SUPPLIER AND/OR TRANSMISSION SUPPLIER REVIEW PROCESS

1) Plan Review Process

- a) The Cooperative and its power supplier and/or transmission supplier, if requested by the Cooperative, will review the Application and accompanying documents, plans, specifications, and other information provided and will return an interconnection analysis to the Member within 60 days of receipt of final plans and specifications, and additional information, if any, requested by the Cooperative.
- b) Technical review will be consistent with guidelines established by the most recent *IEEE Standard 1547 Guide for Distributed Generation Interconnection*. The Member may be required by the Cooperative to provide proof that their Customer Generation Facilities have been tested and certified by a professional engineer to meet applicable IEEE guidelines.
- c) If corrections or changes to the plans, specifications and other information are to be made by the Member, the 60 day period may be reinitialized when such changes or corrections are provided to the Cooperative. In addition, any changes to the site or project requiring new analysis by the Cooperative may require additional cost and a new Customer Generation plan. The cost will be determined by the Cooperative and shall be paid by the Member.
- d) The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative and/or its power supplier and/or transmission supplier shall not impose any liability on the Cooperative and/or its power

supplier and/or transmission supplier and does not guarantee the adequacy of the Member's equipment or Customer Generation facility to perform its intended function. The Cooperative and its power supplier and/or transmission supplier disclaim any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such Customer Generation installations. Installation and operation of the Customer Generation facility shall at all times be at the Member's risk and expense.

- e) In the event it is necessary at the time of initial interconnection or at some future time for the Cooperative and/or its power supplier and/or transmission supplier to modify electric delivery systems in order to serve the Member's Customer Generation facilities and/or purchase or continue to purchase the output of the Member's Customer Generation facilities, or because the quality of the power provided by the Member's Customer Generation adversely affects the Cooperative's and/or its power supplier's and/or transmission supplier's delivery system, the Member will: (1) be responsible to pay the Cooperative and/or its power supplier and/or transmission supplier in advance for all costs of modifications required for the interconnection of the Member's Customer Generation facilities, or (2) modify the Customer Generation facilities as needed, or (3) disconnect from the Cooperative's system.

IV SALES TO AND PURCHASES FROM A CUSTOMER GENERATION FACILITY

1) Sales to Member

- a) Sales of electric power and energy to a Member with Customer Generation facilities shall be consistent with the applicable retail rate schedule established by the Cooperative as if there were no Customer Generation facilities.

2) Purchases from Member with Customer Generation Facilities Classified as Having a Connected Generation Design Capacity ≤ 10 kW (Residential) and ≤ 100 kW (Commercial)

- a) Purchases from a Customer Generation facility shall be made according to the rates, terms and conditions set forth in the Cooperative's Net Metering Service Rider "NM", provided that the Customer Generation facility meets the definition of a "distributed generation facility" set forth in that rider and/or is a QF.
- b) If the Customer Generation facility does not meet the definition of a "distributed generation facility" set forth in the Cooperative's Net Metering Service Rider "NM" and is a NQF, the Cooperative may, at its sole discretion and upon approval of its power supplier, purchase power and energy from the Member. Such purchase shall be under terms and conditions determined by the Cooperative on a case-by-case basis and shall be at a rate mutually agreed upon by the Member and the Cooperative and, if requested by the Cooperative, the Cooperative's power supplier.
- c) The Cooperative shall not be required to make any purchases that will cause the Cooperative to no longer be in compliance with any applicable contracts or all-power contract requirements with its power supplier(s).

- 3) Purchases from Member with Customer Generation Facilities Classified as Having a Connected Generation Design Capacity >10 kW (Residential) and >100 kW (Commercial)
- a) Purchases from a Customer Generation facility shall be made based on metering specified at the sole discretion of the Cooperative. Such metering shall be through two meters with one measuring all energy supplied by the Cooperative to the Member and the other measuring all energy supplied by the Member, or a single meter capable of providing data so the Cooperative can determine the energy supplied by the Cooperative to the Member and the energy supplied by the Member.
 - b) At the sole discretion of the Cooperative, an approved load profile meter may be required that can be remotely read by the Cooperative through an approved communications link. Otherwise, the meter shall be read monthly by the Cooperative personnel and the Member shall be billed for the additional cost of reading the meter.
 - c) If the Customer Generation facility is a QF, the Cooperative shall purchase power and energy from the Member at the Cooperative's avoided wholesale power cost as determined by the Cooperative, or such other rate as mutually agreed upon by the Member and the Cooperative and, if requested by the Cooperative, the Cooperative's power supplier.
 - d) If the Customer Generation facility is a NQF, the Cooperative may, at its sole discretion and upon approval of its power supplier, purchase power and energy from the Member. Such purchase shall be under terms and conditions determined by the Cooperative on a case-by-case basis and shall be at a rate mutually agreed upon by the Member and the Cooperative and, if requested by the Cooperative, the Cooperative's power supplier.
 - e) The Cooperative shall not be required to make any purchases that will cause the Cooperative to no longer be in compliance with any applicable contracts or all-power contract requirements with its power supplier(s).
 - f) In addition to all other charges, the Cooperative may, at its sole discretion, bill Members with Customer Generation facilities an additional monthly charge, determined on a non-discriminatory case-by-case basis, to recover any additional meter reading, billing, facilities investment and/or other additional expenses caused by the Customer Generation facility.

V MEMBER'S RESPONSIBILITY PRIOR TO OPERATION

- 1) Line Extension and Modifications to Cooperative Facilities
- a) As a part of the interconnection analysis performed by the Cooperative, the Member will be provided with an estimate of any line extension or other cost to be incurred in providing electric delivery service to the Member's Customer Generation facility.
 - b) Notwithstanding the Cooperative's line extension policy, the Member shall pay in advance the full cost of the construction of any transmission, substation, distribution, transformation, metering, protective, or other facilities or equipment which, at the sole

discretion of the Cooperative and/or its power supplier and/or transmission supplier, is required to serve the Member's Customer Generation facility.

- c) In the event it is necessary at the time of initial interconnection or at some future time for the Cooperative and/or its power supplier and/or transmission supplier to modify electric delivery systems in order to serve the Member's Customer Generation facilities and/or purchase or continue to purchase the Member's output, or because the quality of the power provided by the Member's Customer Generation adversely affects the Cooperative and/or its power supplier's and/or transmission supplier's delivery system, the Member will reimburse the Cooperative and/or its power supplier and/or transmission supplier for all costs of modifications required for the interconnection of the Member's Customer Generation facilities.
- d) In the event the Cooperative at any time in the future changes primary voltage of facilities serving the Customer Generation facility such that metering equipment, transformers and/or any other Member-owned equipment must be changed to continue receiving service at the new primary voltage level, the full cost of the change will be borne by the Member.
- e) In all cases the Member shall pay the full cost of the installation of a visible load break disconnect switch by and to the sole specification of the Cooperative. The switch will be readily accessible to Cooperative personnel and of a type that can be secured in an open position by a Cooperative lock.

2) Applicable Regulations

The Customer Generation facility shall be installed and operated subject to and in accordance with the terms and conditions set forth in the Cooperative's rules, regulations, bylaws, rates and tariffs, as amended from time to time, and, if applicable, approved by the Cooperative's Board of Directors, which are incorporated herein by reference, and in compliance with all applicable federal, state and local laws, regulations, zoning codes, building codes, safety rules, environmental restrictions, ordinances and regulations, including without limitation, the most recent IEEE Standard 1547 Guide for Distributed Generation Interconnection, applicable ANSI standards, including ANSI C84.1 Range A, and in accordance with industry standard prudent engineering practices.

3) Liability Insurance

- a) Facilities having a design capacity of ≤ 10 kW (residential) and ≤ 100 kW (commercial)
 - 1. Prior to interconnection, the Member must provide proof of adequate insurance.
 - 2. Throughout the term of this Agreement, the Customer Generation Member shall be required to provide insurance as required by current Georgia law.
 - 3. The insurance policy will not be changed or canceled during its term without thirty days written notice to the Cooperative.
 - 4. The Member shall provide proof of such insurance to the Cooperative upon request.

b) Facilities having a design capacity of > 10 kW (residential) and > 100 kW (commercial)

1. Prior to interconnection, the Member must provide (at Member's expense) a certificate of insurance showing satisfactory liability insurance including contractual liability insurance covering indemnity agreements which insures the Member against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation and maintenance of the Member's generating equipment.
2. The amount of such insurance coverage shall be not less than \$1,000,000 per occurrence. The amount of such coverage and the type of insurance coverage required shall be acceptable to the Cooperative and may be amended from time to time by the Cooperative at the sole discretion of the Cooperative.
3. The certificate shall provide that the insurance policy will not be changed or canceled during its term without thirty days written notice to the Cooperative. The term of the insurance shall be coincident with the term of the interconnection contract or shall be specified to renew throughout the length of the interconnection contract.
4. The Member shall provide proof of such insurance to the Cooperative at least annually.

4) Contracts

a) Interconnection Contract

1. The Member will sign and deliver an Agreement for Interconnection to the Cooperative substantially in the form as shown in the COOPERATIVE AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF CUSTOMER GENERATION included in this Manual.
 2. Customer Generation facilities having a design capacity of 10 kW or less and of standard manufacture and design (as so determined by the Cooperative) may submit the Short Form Contract or, if applicable, the contract for Renewable Customer Generation Facilities of 10 kW or Less.
 3. All other facilities must submit the Long Form Contract.
 4. A separate form must be submitted for each Customer Generation facility.
- b) Purchase Power Contract (where the Member with a QF desires to deliver power or, in the case of a Member with a NQF, the Cooperative agrees to purchase power)
- c) ≤ 10 MW: As described Section IV herein.
- d) > 10 MW: Not covered in this Manual.

5) Initial Interconnection

- a) Upon satisfactory completion of the review process and execution of required agreements as outlined in this Manual, the Cooperative will begin installation of the interconnection of Customer Generation facilities. The interconnection will be completed as soon as practical after completion of the review process and execution of the necessary agreements/contracts. After completion of interconnection requirements and prior to initiation of service, the Cooperative will conduct a final inspection of the facilities and interconnection to the Cooperative's system. Upon satisfactory final review, the Cooperative will initiate interconnection service to the Member.
- b) The Cooperative's review process is intended as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative and/or its power supplier and/or transmission supplier shall not impose any liability on the Cooperative and/or its power supplier and/or transmission supplier and does not guarantee the adequacy of the Member's equipment or Customer Generation facility to perform its intended function. The Cooperative and its power supplier and/or transmission supplier disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such Customer Generation installations.

VI REFUSAL TO INTERCONNECT SERVICE OR DISCONNECTION OF INTERCONNECTION SERVICE

The Cooperative may, at its sole discretion, prevent the interconnection or disconnect the interconnection of Customer Generation facilities due to reasons such as safety concerns, reliability issues, power quality issues, breach of interconnection contract or any other reasonable issue. Any disconnection may be without prior notice.

VII OPERATION OF PARALLEL FACILITY

The purpose of this section is to outline the Cooperative's operational requirements for Customer Generation facilities operated in parallel with the Cooperative's system and is not intended to be a complete listing of all operational, regulatory, safety and other requirements.

1) Ownership of Facilities

- a) The Member shall own and be solely responsible for all expense, installation, maintenance and operation of all facilities, including all power generating facilities, at and beyond the point of delivery as defined in the Cooperative's tariffs.
- b) At its sole discretion, the Cooperative may locate Cooperative-owned metering equipment and transformers past the point of delivery.

2) Self-Protection of Customer Generation Facilities

- a) The Member will furnish, install, operate and maintain in good order and repair all equipment necessary for the safe operation of Customer Generation facilities operated in parallel with the Cooperative system.
- b) The Member's equipment will have capability to both establish and maintain synchronism with the Cooperative system and to automatically disconnect and isolate the Customer Generation facility from the Cooperative system upon loss of Cooperative power.
- c) The Member's Customer Generation facility will be designed, installed and maintained to be self-protected from normal and abnormal conditions on the Cooperative system including, but not limited to, overvoltage, undervoltage, overcurrent, frequency deviation, and faults. Self-protection will be compatible with all applicable Cooperative protection arrangements and operating policies.
- d) Additional protective devices and/or functions may be required by the Cooperative when, in the sole judgment of the Cooperative, the particular Customer Generation facility installation and/or the Cooperative system characteristics so warrant.

3) Quality of Service

- a) The Member's Customer Generation facility will generate power at the nominal voltage of the Cooperative's system at the Member's delivery point as defined by ANSI C84.1 Range A.
- b) Member's Customer Generation installation will generate power at a frequency within the tolerances as defined by IEEE 1547.
- c) Member's Customer Generation facility shall produce power at a minimum power factor of at least 95% or shall use power factor correction capacitors to ensure at least a 95% power factor.
- d) Member's Customer Generation facility shall be in accordance with the power quality limits specified in IEEE 519.
- e) The overall quality of the power provided by the Member's Customer Generation facility including, but not limited to, the effects of harmonic distortion, voltage regulation, voltage flicker, switching surges and power factor, will be such that the Cooperative system is not adversely affected in any manner.
- f) In the event that the adverse effects are caused in whole or in part by the Member's Customer Generation facility, the Member will correct the cause of such effects within 30 days of receipt of notice from the Cooperative, reimburse the Cooperative for any required correction, or be subject to immediate disconnection, solely at the Cooperative's discretion, from the Cooperative's system. However, the disconnection of the facilities by the Cooperative is permitted if, in the sole judgment of the Cooperative,

adverse affects may warrant immediate disconnection from the Cooperative's system per Section VII.4.

4) Safety Disconnect

- a) The Member shall be required by the Cooperative to install a visible load break disconnect switch at the Member's expense and to the Cooperative's specifications.
- b) The switch will be located so as to be readily accessible to Cooperative personnel in a location acceptable to both the Member and Cooperative.
- c) The switch shall be a type that can be secured in an open position by a lock owned by the Cooperative. If the Cooperative has locked the disconnect switch open, the Member shall not operate or close the disconnect switch.
- d) The Cooperative shall have the right to lock the switch open when, in the sole judgment of the Cooperative:
 1. It is necessary to maintain safe electrical operating and/or maintenance conditions,
 2. The Member's Customer Generation adversely affects the Cooperative system, or
 3. There is a system emergency or other abnormal operating condition warranting disconnection.
- e) The Cooperative reserves the right to operate the disconnect switch for the protection of the Cooperative system even if it affects the Member's Customer Generation facility. In the event the Cooperative opens and/or closes the disconnect switch:
 1. The Cooperative shall not be responsible for energization or restoration of parallel operation of the Customer Generation facility.
 2. The Cooperative will make reasonable efforts to notify the Member.
- f) The Member will not bypass the disconnect switch at any time for any reason.
- g) Signage shall be required by the Cooperative at the Member's expense and located at the disconnect indicating the purpose of the switch along with contact names and numbers of both the Member and the Cooperative.
- h) Members with Customer Generation facilities as defined in this Manual which are solely for the purpose of emergency backup or peak shaving without intent to export power shall not operate their Customer Generation facilities at any time unless visibly disconnected from the Cooperative system. At its sole discretion, the Cooperative may require Member to install at his/her own expense an interlocking switch for the purpose of insuring the Member's facilities do not operate in parallel with the Cooperative's facilities.
- i) Should the Cooperative lose power serving the Member's Customer Generation facilities for any reason, Members with Customer Generation facilities shall not operate their Customer Generation facilities unless visibly disconnected from the Cooperative system.

5) Access

- a) Persons authorized by the Cooperative will have the right to enter the Member's property for purposes of testing, operating the disconnect switch, reading or testing the metering equipment, maintaining right-of-way or other Customer Generation facility equipment and/or Cooperative service requirement. Such entry onto the Member's property may be without notice.
- b) If the Member erects or maintains locked gates or other barriers, the Member will furnish the Cooperative with convenient means to circumvent the barrier for immediate full access for the above-mentioned reasons.

6) Liability for Injury and Damages

- a) The Member assumes full responsibility for electric energy furnished by the Member and shall indemnify the Cooperative and/or its power supplier and/or transmission supplier against and hold the Cooperative and/or its power supplier and/or transmission supplier harmless from all claims for both injuries to persons, including death, and damages to property resulting therefrom.
- b) The Cooperative and/or its power supplier and/or transmission supplier shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and waveform fluctuations occasioned by causes reasonably beyond the control of the Cooperative and/or its power supplier and/or transmission supplier including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction. ALL PROVISIONS NOTWITHSTANDING, IN NO EVENT SHALL THE COOPERATIVE BE LIABLE TO THE MEMBER FOR ANY INTEREST, LOSS OF ANTICIPATED REVENUE, EARNINGS, PROFITS, OR INCREASED EXPENSE OF OPERATIONS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OF MEMBER'S PREMISES OR FACILITIES FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED, IN WHOLE OR PART, TO THIS AGREEMENT. THE COOPERATIVE SHALL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL DAMAGES.
- c) The Member shall indemnify the Cooperative and/or its power supplier and/or transmission supplier against and hold the Cooperative and/or its power supplier and/or transmission supplier harmless from all claims by third parties for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Member arising directly or indirectly from the Member's Customer Generation facility.
- d) The Member shall be responsible for the safe installation, maintenance, repair and condition of Member's lines, wires, switches, or other equipment or property on Member's side of the Point of Interconnection. The Cooperative, while retaining the right to inspect, does not assume any duty of inspecting the Member's lines, wires switches,

or other equipment or property and will not be responsible therefor. 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) Only with Cooperative's prior written authorization are the connections between the Cooperative's service wires and the Member's service entrance conductors to be energized.
- f) The Member is solely responsible for insuring that the Member's facility complies with all applicable regulations including, but not limited to, laws, regulations, ordinances, Cooperative and Cooperative power supplier and/or transmission supplier tariffs, policies and directives.

7) Metering/Monitoring

- a) The Cooperative shall specify, install and own all metering equipment.
- b) Facilities ≤ 10 kW (residential) and ≤ 100 kW (commercial)
The facility will be metered by one of the following methods, at the sole discretion of the Cooperative.
 - 1. Installing two meters, each measuring the flow of energy in a single direction, one located to measure the flow of energy provided by the Cooperative less any energy used provided by the Customer Generator and one located to register the flow of energy provided by the Customer Generator to the Cooperative in excess of energy provided by the Customer Generator and used on site.
 - 2. Installing an electronic meter with two registers capable of registering energy flow as described in 7)b)1).
- c) Facilities > 10 kW (residential) and > 100 kW (commercial)
 - 1. Power transfer at the point of interconnection will be measured by metering equipment as installed and specified at the sole discretion of the Cooperative.
 - 2. There shall be no net metering.
- d) The meter shall be read at a time or times of month determined at the Cooperative's sole discretion for acquiring metering data. The Member shall provide the Cooperative an approved communications link at the Member's cost for this purpose if so requested by the Cooperative. The type of communications link and metering equipment measuring purchase of power by the Cooperative shall be installed and specified at the sole discretion of the Cooperative.
- e) The Cooperative may, at its sole discretion, require the Member to pay the Cooperative in advance for metering and monitoring equipment and installation expense.
- f) Meter testing shall follow the Cooperative's standard policy on metering, testing and accuracy.

- g) At its sole discretion, the Cooperative may meter the facility at primary or secondary level.

8) Notice of Change in Installation

- a) The Member will notify the Cooperative in writing thirty (30) days in advance of making any change affecting the characteristics, performance, or protection of the Customer Generation facility.
- b) If any modification undertaken by the Member will create or has created conditions which may be unsafe or adversely affect the Cooperative system, the Member shall immediately correct such conditions or be subject to immediate disconnection from the Cooperative system.
- c) Any change in the operating characteristics of the Customer Generation facility including, but not limited to, size of generator, total facility capacity, nature of facility, fuel source, site change, hours of operation, or type used, may, at the sole discretion of the Cooperative, require a new application process, including, but not limited to, Application form, Application Fee, Customer Generation Plan and Customer Generation Plan review by the Cooperative.

9) Testing and Record Keeping

- a) The Member will test all aspects of the protection systems up to and including tripping of the generator and interconnection point at start-up and thereafter as required. Testing will verify all protective set points and relay/breaker trip timing and shall include procedures to functionally test all protective elements of the system. The Cooperative may witness the testing.
- b) The Member will maintain records of all maintenance activities, which the Cooperative may review at reasonable times.
- c) For systems having a design capacity greater than 500 kW, a log of generator operations shall be kept. At a minimum, the log shall include the date, generator time on, generator time off, and megawatt and megavar output. The Cooperative may review such logs at reasonable times.

10) Disconnection of Service

The Cooperative may, at its sole discretion, discontinue the interconnection of Customer Generation installations due to reasons such as safety concerns, reliability issues, power quality issues, breach of interconnection contract or any other issue, which the Cooperative considers to be a reasonable basis for such action.

11) Compliance With Laws, Rules and Tariffs

The Customer Generation facility installation owned and installed by the Member shall be installed and operated by Member subject to and in accordance with the terms and conditions set forth in the Cooperative's rules, regulations, bylaws, rates and tariffs, as

amended from time to time, and, if applicable, approved by the Cooperative's Board of Directors, which are incorporated herein by reference, and in compliance with all applicable federal, state and local laws, regulations, zoning codes, building codes, safety rules, environmental restrictions, ordinances and regulations, including without limitation and in accordance with industry standard prudent engineering practices.

**COOPERATIVE AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF
CUSTOMER GENERATION**

SHORT FORM CONTRACT

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by Washington Electric Membership Corporation ("Cooperative"), a corporation organized under the laws of the State of Georgia, and _____ ("Customer Generation 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:

The provisions of the Cooperative's Customer Generation Manual shall be considered to be a part of this contract.

This Agreement provides for the safe and orderly operation of the electrical facilities interconnecting the Customer Generation Owner/Operator's facility at _____

_____ and the electrical distribution facility owned by the Cooperative.

This Agreement does not supersede any requirements of any applicable tariffs in place between the Customer Generation Owner/Operator and the Cooperative.

1. Intent of Parties: It is the intent of the Customer Generation Owner/Operator to interconnect an electric power generator to the Cooperative's electrical distribution system.

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

2. Establishment of Point of Interconnection - The point where the electric energy first leaves the wires or facilities of the system owned by the Cooperative and enters the wires or facilities of the Facility provided by Customer Generation Owner/Operator is the "Point of Interconnection." Cooperative and Customer Generation Owner/Operator agree to interconnect the Facilities at the Point of Interconnection in accordance with the Cooperative's Rules and Regulations and the Customer Generation Procedures & Guidelines Manual (the "Manual") relating to interconnection of Distributed Generation (together herein referred to as the "Rules") and as described in the attached Exhibit A.

3. Responsibilities of Cooperative and Customer Generation Owner/Operator for Installation, Operation and Maintenance of Facilities - Customer Generation Owner/Operator will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, its Facilities, unless otherwise specified on Exhibit A. Customer Generation Owner/Operator shall conduct operations of its Facilities in compliance with all aspects of the Rules, and Cooperative shall conduct operations of its electric distribution facilities in compliance with all aspects of the Rules, or as further

described and mutually agreed to in the attached Exhibit A. Maintenance of Facilities shall be performed in accordance with the applicable manufacturers' recommended maintenance schedule. The Customer Generation Owner/Operator agrees to insure its Facilities are constructed, operated and maintained in accordance with 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.

The Customer Generation Owner/Operator 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. Customer Generation Owner/Operator shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules and environmental restrictions applicable to the design, installation and operation of its Facilities.

Cooperative will notify Customer Generation Owner/Operator if there is evidence that the Facilities' operation causes disruption or deterioration of service to other customer(s) served from the System or if the Facilities' operation causes damage to the System. Customer Generation Owner/Operator will notify the Cooperative of any emergency or hazardous condition or occurrence with the Customer Generation Owner/Operator's Facilities, which could affect safe operation of the System.

4. **Operating Authority:** The Customer Generation Owner/Operator is responsible for establishing operating procedures and standards within their organization. The operating authority for the Customer Generation Owner/Operator shall ensure that the Operator in Charge of the generator is competent in the operation of the electrical generation system and is aware of the provisions of any operating agreements and regulations relating to the safe operation of electrical power systems.

The operating authority for the Customer Generation Owner/Operator is:

Name or title of operating authority _____
Address _____
Phone number _____

5. **Operator in Charge:** The operator in charge is the person identified by name or job title responsible for the real time operation of the Facility owned or leased by the Customer Generation Owner/Operator.

The operator in charge for the Customer Generation Owner/Operator is:

Name or title of operating authority _____
Address _____
Phone number _____

6. **Limitation of Liability and Indemnification:**

- a. Notwithstanding any other provision in this Agreement, with respect to the Cooperative's provision of electric service to Customer Generation Owner/Operator and the services provided by the Cooperative pursuant to this Agreement, Cooperative's liability to

Customer Generation Owner/Operator 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. Neither Cooperative nor Customer Generation Owner/Operator shall be liable to the other for damages resulting from a Force Majeure event as hereinafter defined.
 - c. Notwithstanding Paragraph 5.b of this Agreement, the Customer Generation Owner/Operator shall assume all liability for, and shall indemnify Cooperative for, any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer Generation Owner/Operator's negligence or other wrongful conduct in connection with the design, construction or operation of the Facilities or Interconnection 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. This paragraph does not create a liability on the part of the Customer Generation Owner/Operator to the Cooperative or a third person, but requires indemnification where such liability exists.
 - d. Customer Generation Owner/Operator shall be responsible for the safe installation, maintenance, repair and condition of its lines, wires, switches, or other equipment or property on its side of the Point of Interconnection. The Cooperative, while retaining the right to inspect, does not assume any duty of inspecting the Customer Generation Owner/Operator's lines, wires, switches, or other equipment or property and will not be responsible therefore. Customer Generation Owner/Operator assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.
 - e. Only with Cooperative prior written authorization are the connections between the Cooperative's service wires and the Customer Generation Owner/Operator's service entrance conductors to be energized.
 - f. The provisions of this Section 6 shall survive any termination of this Agreement.
- 7. Design Reviews and Inspections** - The Customer Generation Owner/Operator shall provide to the Cooperative the following documentation and inspection results:
- a. One-Line Diagram. The diagram shall include at a minimum, all major electrical equipment that is pertinent to understanding the normal and contingency operations of the Customer Generation Interconnection Facilities.
 - b. Testing Records. Testing of protection systems shall be limited to records of compliance with standard acceptance procedures and by industry standards and practices. These records shall include testing at the start of commercial operation and periodic testing thereafter.
- 8. Metering:** Metering shall be accomplished as described in the Manual.
- 9. Insurance:** Insurance shall be required as described in the Manual.

10. **Suspension of Interconnection:** It is intended that the interconnection should not compromise the Cooperative's protection or operational requirements. The operation of the Customer Generation Owner/Operator's System and the quality of electric energy supplied by the Customer Generation Owner/Operator shall meet the standards as specified by the Cooperative. If the operation of the Customer Generation Owner/Operator's system or quality of electric energy supplied (in the case of power export) does not meet the standards as specified, the Customer Generation Owner/Operator shall take reasonable and expedient corrective action. The Cooperative shall have the right to disconnect the Customer Generation Owner/Operator's System, until compliance is reasonably demonstrated. Notwithstanding, the Cooperative may in its sole discretion disconnect the Customer Generation Owner/Operator's generating plant from the distribution system without notice if the operating of the Customer Generation may be or may become dangerous to life and property.
11. **Compliance with Laws, Rules and Tariffs:** Both the Cooperative and the Customer Generation Owner/Operator shall be responsible for complying with all applicable laws, rules and regulations, including but not limited to the laws of the State of Georgia, and the Cooperative's Manual, Tariffs, Rules and Regulations, By-Laws and other governing documents. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariff schedules and rules of the Cooperative as applicable to the electric service provided by the Cooperative, which tariffs and rules are hereby incorporated into this Agreement by this reference. The Cooperative shall have the right to publish changes in rates, classification, service or rule, with the proper notification to all Customer Generation owners/operators and Cooperative members.
12. **Maintenance Outages:** Maintenance outages will occasionally be required on the Cooperative's system, and the Cooperative will provide reasonable notice and planning as practicable to minimize downtime. It is noted that in some emergency cases such notice may not be reasonably possible. Compensation will not be made for unavailability of Cooperative's facilities due to outages.
13. **Access:** Access is required by the Cooperative to the Customer Generation Owner/Operator's plant site for maintenance, operating and meter reading. The Cooperative reserves the right, but not the obligation, to inspect the Customer Generation Owner/Operator's facilities.
14. **Force Majeure:** 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, acts of terrorism, 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 due to a Force Majeure event, but will use reasonable efforts to resume its performance as soon as possible.

15. **Assignment** - At any time during the term of this Agreement, the Customer Generation Owner/Operator may assign this Agreement to a corporation, an entity with limited liability or an individual (the "Assignee"), provided that the Customer Generation Owner/Operator obtains the written consent of the Cooperative in advance of the assignment. The Cooperative's consent will be at the Cooperative's discretion based on whether or not the Cooperative determines that the Assignee is financially and technically capable to assume ownership and/or operation of the Customer Generation unit. The company or individual to which this Agreement is assigned will be responsible for the proper operation and maintenance of the Customer Generation unit, and will be a party to all provisions of this Agreement.

16. **Term:** The term of this Agreement is a period of two (2) years from the Effective Date ("Initial Term"). This Agreement shall automatically renew in one (1) year increments after the Initial Term unless terminated sooner. This Agreement may be canceled by either party with 30 days prior written notice to the other party during the Initial Term or any renewal period.

AGREED TO BY

Customer Generation Facility Owner/Operator

Washington Electric Membership Corporation

Name

Name

Title

Title

Date

Date

**COOPERATIVE AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF
CUSTOMER GENERATION**

LONG FORM CONTRACT

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by Washington Electric Membership Corporation ("Cooperative"), a corporation organized under the laws of the State of Georgia, and _____ ("Customer Generation 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:

1. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Cooperative and the Customer Generation Owner/Operator agree that one or more generating facilities (described in Exhibit A) owned by the Customer Generation Owner/Operator of _____ kW or less, to be interconnected at _____ kV or less ("Facilities") may be interconnected to the Cooperative's electric power distribution system ("System").

The provisions of the Cooperative's Customer Generation Manual shall be considered to be a part of this contract.

2. **Establishment of Point of Interconnection** - The point where the electric energy first leaves the wires or facilities of the system owned by the Cooperative and enters the wires or facilities of the Facility provided by Customer Generation Owner/Operator is the "Point of Interconnection." Cooperative and Customer Generation Owner/Operator agree to interconnect the Facilities at the Point of Interconnection in accordance with the Cooperative's Rules and Regulations and the Customer Generation Procedures & Guidelines Manual (the "Manual") relating to interconnection of Distributed Generation (together herein referred to as the "Rules") and as described in the attached Exhibit A.
3. **Responsibilities of Cooperative and Customer Generation Owner/Operator for Installation, Operation and Maintenance of Facilities** - Customer Generation Owner/Operator will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, its Facilities, unless otherwise specified on Exhibit A. Customer Generation Owner/Operator shall conduct operations of its Facilities in compliance with all aspects of the Rules, and Cooperative shall conduct operations of its electric distribution facilities in compliance with all aspects of the Rules, or as further described and mutually agreed to in the attached Exhibit A. Maintenance of Facilities shall be performed in accordance with the applicable manufacturers' recommended maintenance schedule. The Customer Generation Owner/Operator agrees to insure its Facilities are constructed, operated and maintained in accordance with 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.

The Customer Generation Owner/Operator 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. Customer Generation Owner/Operator shall comply with all applicable laws,

regulations, zoning codes, building codes, safety rules and environmental restrictions applicable to the design, installation and operation of its Facilities.

Cooperative will notify Customer Generation Owner/Operator if there is evidence that the Facilities' operation causes disruption or deterioration of service to other customer(s) served from the System or if the Facilities' operation causes damage to the System. Customer Generation Owner/Operator will notify the Cooperative of any emergency or hazardous condition or occurrence with the Customer Generation Owner/Operator's Facilities, which could affect safe operation of the System.

4. **Operator in Charge** - The Cooperative and the Customer Generation Owner/Operator shall each identify an individual (by name or title) who will perform as "Operator in Charge" of the facilities and their section of the Interconnection Facilities. This individual must be familiar with this Agreement as well as provisions of other agreements and any regulations that may apply.

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 Customer Generation Owner/Operator and the services provided by the Cooperative pursuant to this Agreement, Cooperative's liability to Customer Generation Owner/Operator 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. Neither Cooperative nor Customer Generation Owner/Operator shall be liable to the other for damages resulting from a Force Majeure event as hereinafter defined.
- c. Notwithstanding Paragraph 5.b of this Agreement, the Customer Generation Owner/Operator shall assume all liability for, and shall indemnify Cooperative for, any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer Generation Owner/Operator's negligence or other wrongful conduct in connection with the design, construction or operation of the Facilities or Interconnection 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. This paragraph does not create a liability on the part of the Customer Generation Owner/Operator to the Cooperative or a third person, but requires indemnification where such liability exists.
- d. Customer Generation Owner/Operator shall be responsible for the safe installation, maintenance, repair and condition of its lines, wires, switches, or other equipment or property on its side of the Point of Interconnection. The Cooperative, while retaining the right to inspect, does not assume any duty of inspecting the Customer Generation Owner/Operator's lines, wires, switches, or other equipment or property and will not be responsible therefore. Customer Generation Owner/Operator assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.
- e. Only with Cooperative prior written authorization are the connections between the Cooperative's service wires and the Customer Generation Owner/Operator's service entrance conductors to be energized.

- f. The provisions of this Section 5 shall survive any termination of this Agreement.
6. **Design Reviews and Inspections** - The Customer Generation Owner/Operator shall provide to the Cooperative the following documentation and inspection results:
- a. One-Line Diagram. The diagram shall include at a minimum, all major electrical equipment that is pertinent to understanding the normal and contingency operations of the Customer Generation Interconnection Facilities, including generators, switches, circuit breakers, fuses, protective relays and instrument transformers.
 - b. Testing Records. Testing of Facilities shall include manufacturer recommended testing, including Cooperative verified operation of all interconnection relays and connect/disconnect devices at the start of commercial operation and periodic manufacturer recommended testing thereafter at least on an annual basis, also to be verified with the Cooperative if deemed necessary by the Cooperative. Records documenting testing and results shall be kept for two years following the testing and shall be provided to the Cooperative upon request.
7. **Right of Access, Equipment Installation, Removal & Inspection** - The Cooperative may send an employee, agent or contractor to the premises of the Customer Generation Owner/Operator at any time whether before, during or after the time the Facilities first produces energy to inspect the Interconnection Facilities, and observe the Facility's installation, commissioning (including any testing), startup, and operation.
- At all times Cooperative shall have access to Customer Generation Owner/Operator'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. **Confidentiality of Information** - Unless compelled to disclose by judicial or administrative process, or by other provisions of law or as otherwise provided for in this Agreement, the Customer Generation Owner/Operator and the Cooperative will hold in confidence any and all documents and information furnished by the other party in connection with this Agreement.
9. **Prudent Operation and Maintenance Requirements** - The Customer Generation Owner/Operator agrees to construct, operate and maintain its Facilities in accordance with specifications equal to or better than those provided by the National Electrical Safety Code and the National Electrical Code and all other applicable codes and regulations and future modifications thereof.
10. **Disconnection of Unit** - Customer Generation Owner/Operator retains the option to disconnect its Facilities from the System, provided that Customer Generation Owner/Operator 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 the Agreement unless Customer Generation Owner/Operator exercises rights under Section 13.

Customer Generation Owner/Operator shall disconnect Facilities from the System upon the effective date of any termination under Section 13.

Subject to the Rules, for routine maintenance and repairs on the Cooperative's System that would, in the sole judgment of the Cooperative, affect the operation of the Facility, the Cooperative shall endeavor to provide the Customer Generation Owner/Operator with seven (7) business days' notice of service interruption.

Cooperative shall have the right to suspend service in cases where continuance of service to Customer Generation Owner/Operator will, in the Cooperative's sole judgment, endanger persons or property. The Cooperative shall endeavor to provide the Customer Generation Owner/Operator with reasonable prior notice as practicable.

11. **Metering** - Metering shall be accomplished as described in the Cooperative's Manual.
12. **Insurance** – Insurance shall be required as described in the Cooperative's Manual.
13. **Effective Term and Termination Rights** - This Agreement becomes effective as of the Effective Date when executed by both Parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Customer Generation Owner/Operator may terminate this Agreement at any time by giving the Cooperative sixty (60) days' written notice; (b) Cooperative may terminate upon failure by the Customer Generation Owner/Operator to generate energy from the Facilities in parallel 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) Cooperative may terminate by giving Customer Generation Owner/Operator at least sixty (60) days 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 any transmission utility, independent system operator or regional transmission organization having responsibility for the operation of any part of the System.
14. **Dispute Resolution** - Each party agrees to attempt to resolve any and all disputes arising hereunder promptly, equitably and in good faith. If a dispute arises under this Agreement that cannot be resolved by the parties within forty-five (45) working days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator. The parties agree to participate in good faith in the mediation for thirty (30) days. If the parties are unsuccessful in resolving their dispute through mediation, then the parties shall submit to arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The venue of such arbitration shall be Washington County, Georgia.
15. **Compliance with Laws, Rules and Tariffs** - Both the Cooperative and the Customer Generation Owner/Operator shall be responsible for complying with all applicable laws, rules and regulations, including but not limited to the laws of the State of Georgia, and the Cooperative's Manual, tariffs, rules and regulations, by-laws and other governing documents. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariff schedules and rules of the Cooperative as applicable to the electric service provided by the Cooperative, which tariffs and rules are hereby incorporated into this Agreement by this reference and in the event of a conflict between this Agreement and the applicable terms and conditions set forth in the tariff schedules and rules of the Cooperative, such tariff schedules and rules shall apply. The Cooperative shall have the right to publish changes in rates, classification,

service or rule, with the proper notification to all Customer Generation owners/operators and Cooperative members.

16. **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.
17. **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.
18. **Entirety of Agreement and Prior Agreements Superseded** - This Agreement, including the Rules and all attached Exhibits and Facilities Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein, or other written information provided by the Customer Generation Owner/Operator in compliance with the Rules. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.
19. **Force Majeure** -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, acts of terrorism, 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.
20. **Assignment** - At any time during the term of this Agreement, the Customer Generation Owner/Operator may assign this Agreement to a corporation, an entity with limited liability or an individual (the "Assignee"), provided that the Customer Generation Owner/Operator obtains the written consent of the Cooperative in advance of the assignment. The Cooperative's consent will be at the Cooperative's discretion based on whether or not the Cooperative determines that the Assignee is financially and technically capable to assume ownership and/or operation of the Customer Generation unit The company or individual to which this Agreement is assigned will be responsible for the proper

operation and maintenance of the Customer Generation unit, and will be a party to all provisions of this Agreement.

21. **Permits, Fees and Approvals** - The Cooperative will have responsibility for the review, approval or rejection of the Customer Generation interconnection Application. The approval process is intended to ensure that the implementation of the applicant's Customer Generation project will not adversely affect the safe and reliable operation of the Cooperative's System, but any adverse effect shall be the sole responsibility of the Customer Generation Owner/Operator. The fees associated with the Application are listed in the most current fee schedule issued by the Cooperative. All fees are to be submitted in the form of a Bank Cashier's check along with the Application, unless other payment terms have been approved in advance by the Cooperative.

22. **Notices** - Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Cooperative:

Washington Electric Membership Corporation
258 N. Harris Street
Sandersville, GA 31082

(b) If to Customer Generation Owner/Operator:

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 17.

23. **Invoicing and Payment** - Invoicing and payment terms for services associated with this Agreement shall be consistent with applicable Rules of the Cooperative.

24. **Limitations (No Third-Party Beneficiaries, Waiver, etc.)** - 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/or power supplier and/or transmission supplier, and the obligations herein assumed are solely for the use and benefit of the Parties and/or power supplier and/or transmission supplier. This Agreement may not be assigned by the Customer Generation Owner/Operator without the prior written consent of the Cooperative as specified in Section 20. 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.

25. **Headings** - The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

26. **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.

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

Washington Electric Membership Corporation

[CUSTOMER GENERATION FACILITY
OWNER/OPERATOR NAME]

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**COOPERATIVE AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF
RENEWABLE CUSTOMER GENERATION FACILITIES
OF 10 KW OR LESS**

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by Washington Electric Membership Corporation, ("Cooperative"), a corporation organized under the laws of Georgia, and _____ ("Customer Generation 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 Customer Generation Owner/Operator's renewable distributed generation (Customer Generation) facility at _____ and the electrical distribution facility owned by the _____ Cooperative.

This Agreement does not supersede any requirements of any by-laws, applicable tariffs, rates, rules and regulations in place between the Customer Generation Owner/Operator and the _____ Cooperative.

1. **Intent of Parties:** It is the intent of the Customer Generation Owner/Operator to interconnect an electric power generator to the Cooperative's electrical distribution system.

It is the intent of the Cooperative to operate the 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 facilities in a way that ensures the safety of the public and the Cooperative's employees.

2. **Design Requirements:** The Customer Generation Owner/Operator's Distributed Generation facility shall be designed and installed in compliance with IEEE Standard 1547.
3. **Renewable Energy Sources:** Means energy supplied from technologies such as a solar photovoltaic system, wind turbine, biomass system, or other technologies approved in the Georgia Green Pricing Accreditation Program.
4. **Metering:** Metering shall be accomplished as described in the Cooperative's Customer Generation Manual.
5. **Operating Authority:** The Customer Generation Owner/Operator is responsible for (see Short Form Item 4)
6. **Operator in Charge:** The operator in charge (See Short Form Item 5)
7. **Suspension of Interconnection:** It is intended that the interconnection should not compromise the Cooperative's protection or operational requirements. The operation of the Customer Generation Owner/Operator's System and the quality of electric energy supplied

by the Customer Generation Owner/Operator shall meet the standards as specified by the Cooperative. If the operation of the Customer Generation Owner/Operator's system or quality of electric energy supplied (in the case of power export) does not meet the standards as specified, then the Cooperative will notify the Customer Generation Owner/Operator to take reasonable and expedient corrective action. The Cooperative shall have the right to disconnect the Customer Generation Owner/Operator's System, until compliance is reasonably demonstrated. Notwithstanding, the Cooperative may in its sole discretion disconnect the Customer Generation Owner/Operator's generating plant from the Distribution Facility without notice if the operating of the Customer Generation imposes a threat, in the Cooperative's sole judgment, to life and property.

8. **Maintenance Outages:** Maintenance outages will occasionally be required on the Cooperative's system, and the Cooperative 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 Cooperative's facilities due to outages.
9. **Access:** Access is required by the Cooperative to the Customer Generation Owner/Operator's plant site for maintenance, operating and meter reading. The Cooperative reserves the right, but not the obligation, to inspect the Customer Generation Owner/Operator's facilities.
10. **Insurance:** Insurance shall be required as described in the Cooperative's Manual.
11. **Liability and Indemnification:** Customer Generation Owner/Operator shall assume all liability for and shall indemnify the Cooperative for any claims, losses, costs, and expenses of any kind of character to the extent that they result from Customer Generation Owner/Operator's negligence or other wrongful conduct in connection with the design, construction or operation of Customer Generation Owner/Operator's facility.
12. **Term:** This Agreement becomes effective on the date first above written and shall continue in effect until terminated. This document may be canceled by either party with not less than thirty (30) days prior written notice to the other party. The Cooperative may cancel this Agreement if the Customer Generation Owner/Operator is in breach of the Agreement, or is inactive for a period of six (6) consecutive months.

AGREED TO BY

Customer Generation Owner/Operator

Washington Electric Membership Corporation

Name

Name

Title

Title

Date

Date

EXHIBIT A
DESCRIPTION OF FACILITIES AND POINT OF INTERCONNECTION

Customer Generation Owner/Operator will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for its Facilities, unless otherwise specified on Exhibit A.

FACILITIES SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable]

- 1. Name:
- 2. Facilities location:
- 3. Delivery voltage:
- 4. Metering (voltage, location, losses adjustment due to metering location, and other:
- 5. Normal Operation of Interconnection:
- 6. One line diagram attached (check one): Yes No
- 7. Facilities to be furnished by Cooperative:
- 8. Facilities to be furnished by Customer Generation Owner/Operator:
- 9. Cost Responsibility:
- 10. Control area interchange point (check one): Yes No
- 11. Supplemental terms and conditions attached (check one): Yes No
- 12. Cooperative rules for Customer Generation interconnection attached (check one): Yes No

Washington Electric Membership Corporation

[CUSTOMER GENERATION FACILITY
OWNER/OPERATOR NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**Exhibit B
WASHINGTON ELECTRIC MEMBERSHIP CORPORATION**

APPLICATION FOR OPERATION OF CUSTOMER-OWNED GENERATION

This application should be completed as soon as possible and returned to the Cooperative Customer Service representative in order to begin processing the request. See *Customer Generation Procedures and Guidelines Manual for Members* for additional information.

INFORMATION: *This application is used by the Cooperative to determine the required equipment configuration for the Customer interface. Every effort should be made to supply as much information as possible.*

PART 1

OWNER/APPLICANT INFORMATION

Company: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip Code: _____

Phone Number: _____ Representative: _____

PROJECT DESIGN/ENGINEERING (as applicable)

Company: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip Code: _____

Phone Number: _____ Representative: _____

ELECTRICAL CONTRACTOR (as applicable)

Company: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip Code: _____

Phone Number: _____ Representative: _____

TYPE OF GENERATOR (as applicable)

Photovoltaic _____ Wind _____ Microturbine _____

Diesel Engine _____ Gas Engine _____ Turbine Other _____

ESTIMATED LOAD INFORMATION

The following information will be used to help properly design the Cooperative customer interconnection. This information is not intended as a commitment or contract for billing purposes.

Total Site Peak Load____ (kW)

Total Customer Generation Output:
Design Capacity _____ (kW)
Planned Maximum Output _____ (kW)

MODE OF OPERATION (check all that apply)

Isolated _____

Paralleling _____

Power Export _____

DESCRIPTION OF PROPOSED INSTALLATION AND OPERATION

Is the generator a "Qualifying Facility" as defined in Federal Energy Regulatory Commission Rules promulgated under Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978? No _____ Yes _____

To which electric utility does the Owner/Applicant wish to sell the energy generated?

Has the Owner/Applicant filed a formal request with any Regional Transmission Organization or utility (other than the Cooperative) for transmission service? No _____ Yes _____ (name of organization or utility) _____

Give a general description of the proposed installation, including when you plan to operate the generator.

PART 2

(Complete all applicable items. Copy this page as required for additional generators.)

SYNCHRONOUS GENERATOR DATA

Unit Number: _____ Total number of units with listed specifications on site: _____
 Manufacturer: _____
 Type: _____ Date of manufacture: _____
 Serial Number (each): _____
 Phases: Single ___ Three ___ R.P.M.: _____ Frequency (Hz): _____
 Rated Output (for one unit): _____ Kilowatt _____ Kilovolt-Ampere _____
 Rated Power Factor (%): _____ Rated Voltage (Volts) _____ Rated Amperes: _____
 Field Volts: _____ Field Amps: _____ Motoring power (kW): _____
 Synchronous Reactance (X'd): _____ % on _____ KVA base
 Transient Reactance (X'd): _____ % on _____ KVA base
 Subtransient Reactance (X'd): _____ % on _____ KVA base
 Negative Sequence Reactance (Xs): _____ % on _____ KVA base
 Zero Sequence Reactance (Xo): _____ % on _____ KVA base
 Neutral Grounding Resistor (if applicable): _____

 I_2^2t of K (heating time constant): _____
 Additional Information: _____

INDUCTION GENERATOR DATA

Rotor Resistance (Rr): _____ ohms Stator Resistance (Rs): _____ ohms
 Rotor Reactance (Xr): _____ ohms Stator Reactance (Xs): _____ ohms
 Magnetizing Reactance (Xm): _____ ohms Short Circuit Reactance (Xd): _____ ohms
 Design letter: _____ Frame Size: _____
 Exciting Current: _____ Temp Rise (deg C°): _____
 Reactive Power Required: _____ Vars (no load), Vars _____ (full load)
 Additional Information: _____

PRIME MOVER (Complete all applicable items)

Unit Number: _____ Type: _____
 Manufacturer: _____
 Serial Number: _____ Date of manufacture: _____
 H.P. Rates: _____ H.P. Max.: _____ Inertia Constant: _____ lb.-ft²
 Energy Source (hydro, steam, wind, etc.) _____

GENERATOR TRANSFORMER (Complete all applicable items)

TRANSFORMER (between generator and utility system)
 Generator unit number: _____ Date of manufacture: _____
 Manufacturer: _____
 Serial Number: _____

High Voltage: ____ KV, Connection: delta wye, Neutral solidly grounded? _____
 Low Voltage: ____ KV, Connection: delta wye, Neutral solidly grounded? _____
 Transformer Impedance (Z): _____ % on _____ KVA base
 Transformer Resistance (R): _____ % on _____ KVA base
 Transformer Reactance (X): _____ % on _____ KVA base
 Neutral Grounding Resistor (if applicable): _____

INVERTER DATA (if applicable)

Manufacturer: _____ Model: _____
 Rated Power Factor (%): ____ Rated Voltage (Volts): ____ Rated Amperes: _____
 Inverter Type (ferroresonant, step, pulse-width modulation, etc.): _____
 Type commutation: forced ____ line ____
 Harmonic Distortion: Maximum Single Harmonic (%) _____
 Maximum Total Harmonic (%) _____

Note: Attach all available calculations, test reports, and oscillographic prints showing inverter output voltage and current waveforms.

POWER CIRCUIT BREAKER (if applicable)

Manufacturer: _____ Model: _____
 Rated Voltage (kilovolts): _____ Rated ampacity (Amperes) _____
 Interrupting rating (Amperes): _____ BIL Rating _____
 Interrupting medium / insulating medium (ex. Vacuum, gas, oil) _____ / _____
 Control Voltage (Closing): ____ (Volts) AC DC
 Control Voltage (Tripping): ____ (Volts) AC DC Charged Capacitor
 Close energy: Spring Motor Hydraulic Pneumatic Other: _____
 Trip energy: Spring Motor Hydraulic Pneumatic Other: _____
 Bushing Current Transformers: _____ (Max. ratio) Relay Accuracy Class: _____
 Multi Ratio? No _____ Yes: (available taps) _____

ADDITIONAL INFORMATION

In addition to the items listed above, please attach a detailed one-line diagram of the proposed facility, all applicable elementary diagrams, major equipment (generators, transformers, inverters, circuit breakers, protective relays, etc.), specifications, test reports, etc., and any other applicable drawings or documents necessary for the proper design of the interconnection.

SIGN OFF AREA

The customer agrees to provide the Cooperative with any additional information required to complete the interconnection. The customer shall operate his equipment within the guidelines set forth by the Cooperative.

Applicant

Date

WASHINGTON ELECTRIC MEMBERSHIP CORPORATION CONTACT FOR APPLICATION SUBMISSION AND FOR MORE INFORMATION:

Cooperative contact: _____

Title: _____

Address: _____

Phone: _____

Fax: _____