

Distributed Generation Member Information Package



Step-by-step process for interconnecting member-owned distributed generation

MEMBER GENERATOR PROCESS

FOR

INTERCONNECTING DISTRIBUTED GENERATION

- 1. Contact the appropriate Okefenoke Member Service Representative listed below to initiate the interconnection process.
- 2. Read and understand <u>ALL</u> Okefenoke Distributed Generation policies and documents. Documents can be downloaded from the Okefenoke website or by contacting a Member Services Representative.
 - o OREMC Policy 422 Interconnection of Distributed Generation Resources to the Electric Distribution System
 - OREMC DG Rider
 - o OREMC Distributed Generation Facility Interconnection Agreement
 - OREMC Application for Interconnection of Distributed Generation Facilities
- 3. Complete and submit the following for interconnection consideration:
 - OREMC Application for Interconnection of Distributed Generation form.
 - Including <u>ALL</u> project design documentation (local permits, one line drawings, system layouts, equipment data sheets, etc.).
 - o Payment for the *Distributed Generation Application Fee* (currently \$200).

Once all the above items have been received by OREMC, a Member Services Representative will create a work order for the proposed project and contact the member.

- 4. **Within 20 business days**, Okefenoke staff will review the application to determine if any additional documentation or distribution system impact studies are necessary.
- 5. Once the application review is complete, a Member Service Representative will contact the Member to discuss results. At this time, any additional distribution system improvements required along with estimated cost will be presented to the Member for review. If applicable, all estimated system improvement cost shall be due at this time.
- 6. Upon approval of the member's application, a Member Service Representative will provide the Member with a "Notice to Proceed" notification via email or phone call.
- 7. ONLY AFTER A MEMBER HAS RECEIVED A "NOTICE TO PROCEED" NOTIFICATION FROM A OKEFENOKE MEMBER SERVICE REPRESENTATIVE SHALL CONSTRUCTION BEGIN. Failure to follow the process above could result in untimely delays and unnecessary construction costs.
- 8. Once the distributed generation project construction is completed, members shall notify the Member Services Representative to schedule a final inspection, function test and meter change out.

- 9. Final inspection and function test shall include appropriate Okefenoke personnel, local governing agency representative, solar contractor (if applicable), and the member applicant.
- 10. Member shall demonstrate system safety features as required by OREMC policy.
- 11. Upon successful test of the member distributed generation system, the member will sign (2) copies of Okefenoke's *Distributed Generation Facility Interconnection Agreement*. Member is to retain one copy for personal record and OREMC is to retain one copy for corporate record.
- 12. Okefenoke personnel will then replace the standard meter with a bi-directional meter in order to record any excess generation supplied to the distribution system by the member generator.
- 13. At this time, the member may operate the grid connected distributed generation system.
- 14. Within 20 business days of final inspection, OREMC will close the assigned work order, audit the project, establish all project costs, and render a final invoice (or credit) to the member applicant as required.

OKEFENOKE SOLAR CONTACT INFORMATION:

For all OREMC Service Territory:

OREMC

ATTN: Solar Representative/Member Services

P.O. Box 2530

Kingsland, GA 31548

(800)-262-5131 Ext. 3307

solar@oremc.com

OKEFENOKE RURAL ELECTRIC MEMBERSHIP CORPORATION POLICY NO. 422

Interconnection of Distributed Generation Resources to the Electric Distribution System

I. OBJECTIVE

To describe the business terms and conditions and the operational expectations and limitations under which Okefenoke Rural Electric Membership Corporation (herein after referred to as the "Cooperative") will connect Member owned distributed generation to the Cooperative's electric distribution system.

II. CONTENT

A. Definitions

Throughout this policy and the associated forms and interconnection process, there is terminology used that is specific to the policy and the associated business practices and processes that warrant a clear, mutually understood definition. To that end the following definitions are provided:

- 1. "Distributed Generation" "(DG)" is a generating facility (e.g. land, equipment, materials, other items associated with a generator site) that is owned or operated by a Member and:
 - a) Is located on the Member's premises;
 - b) Is connected to, and operated in parallel with the Cooperative's electric distribution system;
 - c) Is intended to supply a process need within the Member's facilities or provide part or all of the Member's electrical energy requirements as supplied by the Cooperative;
 - d) Has a capacity rating of no greater than 250 kW (AC). DG facilities with capacity exceeding 100 kW (AC) will be examined on a case by case basis.
- 2. "Electric distribution system" is the wires, poles, reclosers, breakers, regulators, transformers, and other associated equipment and facilities owned, operated, and maintained by the Cooperative for the purposes of the timely and reliable delivery of electrical energy to its Members.
- 3. "Interconnection" is the facility, equipment and materials that connect two systems such as a non-utility generator to a utility electric system.
- 4. "Member" means a member of Okefenoke Rural Electric Membership Corporation.
- 5. "Member Generator" means a Member who is the owner or operator of a distributed generation facility.

6. "Qualifying Facility" or "QF" means a generating facility 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 (PURPA) and has been granted status as meeting such requirements. In general, a QF must either produce useful thermal energy and electricity through sequential use of energy or have a renewable resource (e.g. biomass, waste, geothermal) as its primary energy source.

B. Scope

This policy applies to all persons who desire to install, interconnect, own or operate Distributed Generation on the Cooperative's electric distribution system. Any Member may own, install and/or operate Distributed Generation on their premises as long as they shall abide by all cooperative policies and the terms and conditions of the Distributed Generation Facility Interconnection Agreement executed between the Cooperative and the respective Member Generator.

C. Notice of Interconnection

A Member that intends to install Distributed Generation must pay a Distributed Generation Application Fee and submit a completed Application for Interconnection of Distributed Generation Facility form to the Cooperative for engineering review and approval. Upon receipt of a completed Interconnection Application, the Cooperative shall have twenty (20) days to approve or deny the application. The cooperative recommends that the Member not proceed with purchase or installation of the Distributed Generation facility prior to approval of the Application for Interconnection.

D. Safety

Safety of the general public, and the Cooperative's staff, facilities and equipment is the first and foremost consideration with any interconnection. The interconnection of Distributed Generation shall not under any circumstances be allowed to reduce, minimize or impair the safety to the general public, the Cooperative's staff, facilities and equipment. To the extent necessary to ensure safe operation of the Cooperative's electric distribution system, the Member Generator's Distributed Generation installation shall adhere to the most current edition of: 1) the National Electric Safety Code (NESC), 2) the National Electric Code, 3) IEEE 1547, 4) UL1741 and 5) the Cooperative's safety rules and procedures.

In order to ensure electrical isolation from the electric distribution system when necessary for routine maintenance of the electric distribution system or during emergency conditions affecting the electric system, a manual, air-gap disconnect switch, preapproved by the Cooperative, capable of being tagged open shall be installed by the Member Generator at a location which is approved by the Cooperative and is available and readily accessible to the Cooperative's personnel for operation twenty-four hours per day, seven (7) days per week.

The Cooperative shall inspect the final installation of the Distributed Generation facility and the connection to the electric distribution system. If any defects or problems are found with the interconnection, the Cooperative may prohibit the Member Generator from closing the disconnect switch interconnecting the electric distribution system. However, under no circumstances shall this inspection by the Cooperative be deemed to warrant, validate or otherwise certify the interconnection or the proper installation of the Distributed Generation. That certification is exclusively the responsibility of the Member Generator's licensed engineer and/or the supplier(s) of the Distributed Generation equipment.

E. Reliability of Operation

The Cooperative is required by the members, state regulatory authorities, and prudent engineering practice to operate its

electric distribution system in a secure and reliable manner for the benefit of the members. As such, all Member Generator applicants are required to be familiar with and shall be compliant with the most current edition of the following standards Institute of Electrical and Electronics Engineers (IEEE) standard 1547 and 1547.1, "IEEE 1547 Standard for Interconnecting Distributed Resources with Electric Power Systems" and

"IEEE 1547.1 Standard for Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems", the National Electrical Code (NEC), and the Underwriters Laboratory (UL) regulations in UL 1741, as well as local, county and state regulations governing the installation of distributed generation on a Member's premise.

The Member Generator shall not be authorized to proceed with energizing the interconnection until such time as the Cooperative has provided notice and received approved copies of all local, county and state notices, permits and other instruments conveying approval to proceed with the installation and operation from these local authorities.

The Member Generator shall annually test the interconnection protective equipment and maintain records of testing as specified in the Interconnection Agreement. If the Member Generator fails to comply with the annual testing and documentation requirements, the Cooperative may, at its discretion, perform the necessary tests to ensure proper operations of the interconnection equipment. If the Cooperative performs such testing, the Distributed Generation Protective Equipment Inspection Fee as specified in Policy 409 shall apply.

F. Cost

The Member Generator shall be responsible for all costs of installing, operating, testing and maintaining protective equipment and/or electrical facilities required to interconnect with the Cooperative's electric distribution system.

The Member Generator may be charged for the direct and indirect costs incurred by the Cooperative as a result of the interconnection of the Distributed Generation facility. The Cooperative will provide the Member Generator applicant an estimate of the total cost to interconnect the Distributed Generation following submittal of the completed Application for Interconnection. As part of the Application for Interconnection process the Member Generator shall pay the total amount of the estimated cost up front before the Cooperative will initiate any work on the interconnection. Once the interconnection is completed and all actual costs are received and totaled for the interconnection, the Member Generator shall be responsible for payment of any additional costs in excess of the original estimate. In the event the actual total cost of the interconnection is less than the original cost estimate paid by the Member Generator, the Cooperative will refund the difference to the Member Generator.

All future costs necessary to meet requirements for public safety or system reliability as a direct result of new conditions issued by the state, the public service commission or other governmental authority shall be solely the responsibility of the Member Generator.

G. Liability

With respect to the Cooperative's provision of electric service to the Member Generator and the services provided by the Cooperative pursuant to the applicable Interconnection Agreement, the Cooperative's liability to the Member Generator shall be limited as set forth in the Cooperative's currently effective tariffs, riders, Service Rules and Regulations Policies and other terms and conditions for electric service.

The Member Generator shall assume all liability for and shall indemnify the Cooperative and its members,

trustees, directors, officers, managers, employees, agents, representatives, affiliates, successors and assigns for and shall hold them harmless from and against any claims, losses, costs, and expenses of any kind or character to the extent that they result, in whole or in part, from the Member Generator's negligence or wrongful conduct in connection with the design, construction, installation, testing, operation or maintenance of the Distributed Generation or Interconnection facilities. Such indemnity shall include, but is not limited to financial responsibility for (a) monetary losses (b) reasonable costs and expenses defending an action or claim

(c) damages related to death or injury (d) damages to property and (e) damages for the disruption of business.

H. Interconnection

The Cooperative will provide the option for any Member in good standing with the Cooperative to interconnect with its electric distribution system when the Member meets the terms and conditions set forth in this policy and the applicable Interconnection Agreement. The Cooperative will work with the Member Generator to determine the capacity requirements and design criteria of the interconnection facilities necessary to meet the capacity requirements of the proposed Distributed Generation.

Since this interconnection will provide for the delivery of electric energy purchased by the Member Generator and will provide an electrical path for the delivery of excess energy produced by the Distributed Generation facility, the Cooperative will utilize industry standard electrical metering equipment appropriate to the capacity and configuration of the interconnection. The distributed generation interconnection point shall be made at the load side of member service disconnect using a bidirectional circuit breaker.

I. Metering Reading and Billing

To the extent practical the Cooperative's existing automatic meter reading system will be used to read the meters and record the energy data from the meters installed at each Distributed Generation location. Each Distributed Generation facility shall be charged for electric service under that rate schedule which would otherwise be applicable if the Member was not a Member Generator. Excess energy produced by the Distributed Generation shall be credited to the Member pursuant to the appropriate tariff or rider.

Any purchases by the Cooperative from a DG facility that has formal status as a QF shall be in accordance with the provisions described below.

1. Type of Service

a) Type of service is 60 Hz, alternating current, single or three phase, at the Cooperative's standard voltages.

2. Conditions of Service

- a) The DG facility must have been granted Qualifying Facility status by the Federal Energy Regulatory Commission.
- b) The QF must meet all of the requirements of and execute the Cooperative's interconnection agreement prior to connecting any generation facilities to the Cooperative's electric distribution system.

3. Purchase Rates

- a) DG facilities that are QFs will receive payment for the electrical energy produced by the facility and delivered to the Cooperative' electric distribution system at the Cooperative's avoided energy cost. <u>Terms of Payment</u>
- a) Terms of payment will be determined on a case by case basis.

4. Wholesale Cost Adjustment

a) Should there be any change in the manner in which the Cooperative purchases or supplies power, including but not limited to changes in rates, terms or conditions, the cost of power, the method of service or other such factors, the Cooperative reserves the right to modify the charges and provisions stated above accordingly.

5. Franchise Fee, Gross Receipt, or Occupation Tax

a) The above rates are subject to Rate Schedule T and all other applicable taxes.

J. Diagrams Required

The Member Generator shall provide a single-line diagram of their proposed Distributed Generation facilities indicating the planned electrical configuration, interconnection and electrical relationship to the Cooperative metering installation. The

Cooperative may require that the single-line diagram be prepared and stamped by a registered professional engineer working directly with the Member Generator or directly for the supplier of the Distributed Generation equipment.

III. APPLICABILITY

This policy applies to all members and applicants for service of Okefenoke Rural Electric Membership Corporation.

IV. RESPONSIBILITY

The General Manager or designee will be responsible for carrying out the provisions of this policy.

Date Adopted: July 28, 2022

Supersedes: September 24, 2020

Effective Date: September 1, 2022

OKEFENOKE RURAL ELECTRIC MEMBERSHIP CORPORATION Nahunta, Georgia

DISTRIBUTED GENERATION RIDER DGR

Availability

Available in all territory served by the Cooperative subject to the Cooperative's established Service Rules and Regulations.

Applicability

Applicable, as a rider, to all members of the Cooperative for renewable generation purposes for generators with a nameplate capacity that is less than or equal to 250 kilowatts (AC).

Type of service

Single-phase or multi-phase, 60 cycles, at available secondary voltages.

Credit per month

RGC = ERE * AEC

Where:

RGC=Monthly Renewable Generation Credit (expressed in dollars)

ERE=Excess Renewable Energy (expressed in kWh)

AEC = Avoided Energy Charge (expressed in \$ per kWh)

Determination of excess renewable energy

Energy generated and delivered to the Cooperative's electric distribution grid.

Determination of avoided energy charge

Avoided Energy Charge shall be \$0.030 per kWh.

ADOPTED: September 24, 2020

EFFECTIVE FOR ALL BILLS RENDERED ON OR AFTER: November 1, 2020

Issued by John Middleton, General Manager

September 30, 2020



Okefenoke Rural Electric Membership Corporation Application for Interconnection of Distributed Generation Facility

The Application for Interconnection along with the Distributed Generation Application Fee (D.G. App. Fee) shall be submitted to the Member Service representative for Cooperative review and approval. Upon receipt of a completed Application for Interconnection, the Cooperative shall have twenty (20) days to approve or deny the application. The Cooperative recommends that the Member not proceed with purchase or installation of the proposed Distributed Generation facility prior to approval of the Application for Interconnection. Members must not operate Distributed Generation facilities in parallel with the Cooperative distribution system without written consent from Okefenoke Rural EMC (OREMC). Unauthorized parallel operation may result in serious injury to persons and/or unnecessary damage to equipment or property. Unauthorized parallel operation will result in service interruption and could delay formal approval by OREMC until such time as a thorough inspection of equipment can be scheduled and successfully completed by Cooperative personnel.

SECTION 1 - CONTACT INFORMATION **MEMBER / APPLICANT INFORMATION** Α. Member Name: _____ Mailing Address: _____ City: _____ County: ____ State: ____ Zip Code: _____ Phone Number: _____ Representative: _____ Email Address: _____ Fax Number: _____ Account Number (OREMC billing account): B. INSTALLATION CONTRACTOR INFORMATION Or Existing System, Check here, move to Page 11 & Company: sign only Mailing Address: _____ City: _____ County: ____ State: ____ Zip Code: _____ Phone Number: _____ Representative: _____ Email Address: Fax Number: C. PROJECT DESIGN / ENGINEERING INFORMATION

Company: _____

Mailing Address:

City:	County:	S	state:	Zip Code:		
Phone Number:		R	epresenta	ative:		
Email Address:		Fa	Fax Number:			
PE License Number:		St	_ State of Registration:			
SECTION 2 - GENE	RATING FAC	ILITY INFORMA	<u>TION</u>			
GENERATOR SPEC	IFICATIONS					
Generator Type (Che	eck One)	Photovoltaic	_ Wind	Fuel Cell	Hydro	
Other						
Generator Manufactu	ırer:					
Generator Model Nar	me & Number:					
Generator Output Po	wer Rating (D	C-KW):				
Disconnect Switch M	anufacturer / N	Model Number: _				
Disconnect Switch Rating (Amperes):						
INVERTER SPECIFI	CATIONS (if a	applicable)				
Manufacturer:			Model:			
Rated Power Factor	(%):	Rated Vo	Itage (AC	Volts):	<u> </u>	
Rated Amperes:	Ra	ated Output (AC-l	<w):< td=""><td></td><td></td></w):<>			
Inverter Type (ferrore	esonant, step,	pulse-width modu	ulation, etc	c):		
Type commutation:						
Harmonic Distortion:	Maximum Sir	ngle Harmonic (%	رِي) 			
	Maximum To	otal Harmonic (%)				

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

<u>SECTION 3 - ONE-LINE DIAGRAM AND ADDITIONAL INFORMATION</u>

In addition to the items listed above, please attach <u>a detailed one-line diagram of the proposed distributed generation facility</u>, 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. Also describe the project's planned operating mode (e.g., combined heat and power, peak shaving, etc.).

Failure to provide a completed application or information requested in any section will result in a suspended application process until sufficient data can be provided. Evaluation of this application will be based on proposed Member generation facilities provided herein. Applicant shall contact the Cooperative immediately upon making any changes or <u>upgrades to</u> or discovering omissions <u>in the original application</u>. Failure to notify the Cooperative of changes may result in delayed approval or denial of this application.

SECTION 4 - INSTALLATION INFORMATION

Proposed Installation Date:	
Proposed Interconnection Date:	
AGREE AND ACCEPT	
Member agrees to provide the Cooperative with any the interconnection. Member shall operate generating Cooperative.	
Member/Applicant	 Date



Okefenoke Rural Electric Membership Corporation DISTRIBUTED GENERATION FACILITY INTERCONNECTION AGREEMENT

(For Distributed Generation Systems Up to 100kW AC)

	
	(hereinafter called the
kW or	kVA
TNESSETH:	
	kW or

rgia and Florida; and

WHEREAS, the Member Generator is a member in good standing of the Cooperative; and

WHEREAS, the Member Generator desires to install, own, operate and maintain a distributed generation facility as defined in the Cooperative's Distributed Generation Policy; and

WHEREAS, the Member Generator desires to interconnect with the Cooperative's electric distribution system (hereinafter called "System") of the Cooperative and has complied with the provisions for interconnection contained in the Cooperative's Distributed Generation Policy; and

WHEREAS, the Member Generator desires to operate its generation equipment in parallel with the Cooperative's System.

NOW THEREFORE, it is understood and agreed that the Cooperative shall permit the Member Generator to connect its generation system to the System and to operate its generation equipment in parallel with the System subject to the following terms and conditions:

COST OF INTERCONNECTION AND PROTECTIVE EQUIPMENT: 1.

The Member Generator shall be responsible for all costs of installing, testing, operating and maintaining protective equipment, metering equipment, and/or electrical facilities required to interconnect the Member's generation equipment with the System

2. **OPERATING LIMITS:**

Operation of Member Generator-owned parallel generating equipment shall not compromise the quality of electric service to other members on the System. The Member Generator's parallel generating equipment shall meet the following minimum requirements:

a) <u>Voltage</u>

The Member Generator shall be capable of operating its generating equipment at a voltage level of plus/minus 6% of nominal system voltage. Utility grade negative sequence/under-voltage relaying shall be used to trip the equipment off the line for negative excursions exceeding 8.25% of nominal for a maximum duration of six electrical cycles. Positive excursions exceeding 10% of nominal voltage shall cause the equipment to trip off line. Voltage regulating equipment shall maintain stable excitation levels with negligible hunting (less than 2% of nominal phase current).

b) <u>Flicker</u>

Parallel operation of the generating equipment shall not cause voltage flicker in excess of 2% of nominal line voltage as measured at the primary terminals of the Member Generator's generator interface transformer.

c) <u>Frequency</u>

While operating in parallel with the System, the Member Generator must provide a utility grade precision over/under frequency relay calibrated to trip for frequency excursions exceeding plus/minus 0.25 Hz for greater than 10 electrical cycles on a 60 Hz base.

d) <u>Power Factor</u>

Member Generator-owned generation shall employ automatic means of reactive power regulation while operating in parallel with the System. The Member Generator's generating equipment shall be capable of operation within the range of 0.8 lagging to 0.8 leading power factor as required by the Cooperative.

e) Harmonics

Total current harmonic distortion shall not exceed 5.0%. Total voltage harmonic distortion shall not exceed 5.0%, with a limit of 3.0% on any individual harmonic. Special consideration will be given to regenerative drive systems and invertors reviewed on an individual case-by-case basis.

f) <u>Stability</u>

While operating in parallel with the System, the Member Generator's generating equipment shall maintain a stable output level with no noticeable hunting exhibited. In the event a system instability condition arises due to Member Generator-owned generation, it is the Member Generator's responsibility to take measures to rectify the source of instability.

GENERATOR INTERFACE TRANSFORMER:

The generator interface transformer is intended to provide isolation of the Member Generator's generating equipment from the System. The inherent impedance of the transformer will minimize the impact on the System due to faults originating at the Member Generator's generation equipment. This transformer may consist of an existing transformer serving the Member Generator's loads or a dedicated transformer dictated by generator or prevailing system characteristics. The Cooperative determines interface transformer specifications and the determination of ownership of said transformer shall be at the Cooperative's option.

4. GENERATOR PARALLELING BREAKER:

It is required that a generator-paralleling breaker be of draw-out construction, electrically operated, and rated as a five electrical cycle device for fault clearing or tripping.

5. SYNCHRONIZATION:

It is the Member Generator's responsibility to provide proper synchronizing of its parallel generating equipment. The Cooperative assumes no liability for any Member Generator-owned generation. The Member Generator operates its equipment at its own risk. Synchronizing equipment shall be capable of matching frequency within plus/minus 0.05 Hz and plus/minus 10 electrical degrees phase angle prior to paralleling breaker closure. Voltage shall be matched within plus/minus 4%.

6. SAFETY:

- a) Operation of Member Generator-owned generation equipment shall not present a safety hazard to the Cooperative employees or other members connected to the System or the public at large. Under no circumstances shall the Member Generator-owned generation be used or be capable of energizing a dead System circuit. A positive means of disconnecting and locking out the Member Generator-owned generation equipment with visible air-gap shall be provided to insure safety of Cooperative operating personnel during line maintenance. This disconnecting means may be via a lockable air-break disconnect or by a lockable draw out circuit breaker located within 6 ft. of meter base. Islanding of the Member Generator-owned generation (a situation whereby the Member Generator's loads and generation remains connected to the bus) shall be prevented by protective relaying specified by the Cooperative based on individual review of the Member Generator's proposed generating system.
- b) It is not the intent of this document to specify protection of the Member Generator's generator. Protection of the Member Generator's generating equipment is the responsibility of the Member Generator and the Cooperative assumes no liability for damage or failure of the Member Generator's generation equipment.
- c) It is preferable that the Member Generator provide verification that a qualified independent electrical engineer licensed to practice in Georgia or Florida, as applicable, has certified that the required manual disconnect switch has been installed properly; that the distributed generation facility has been installed in accordance with the manufacturer's specifications; and that the installation meets all applicable safety, power quality, and interconnection requirements established by the National Electrical Code, the National Electrical Safety Code and the Institute of Electrical and Electronics Engineers;
- d) In the absence of certification by a registered professional engineer, factory testing of pre-packaged Interconnection Facilities and the protective systems of small units shall be acceptable. In the case of a factory test, the Member Generator must provide a written description and certification by the factory of the testing, the test results, and the qualification of any independent testing laboratory.
- e) The Member Generator must provide verification that the vendor has certified that the distributed generation facility which has been installed is in compliance with the requirements established by Underwriters Laboratories or other national testing laboratories;
- f) Prior to the initial interconnection of the Member Generators' distributed generation facility to the Cooperative's distribution system, the Member Generator will submit to the Cooperative a copy of the signed jurisdictional approval (PERMIT) for Member Generator's distributed generation facility from the local government entity with jurisdiction over the Member Generator's distributed generation facility (generally the local building and inspections department).
- g) In the case of static inverter-connected renewable fuel generators with an alternating current capacity in excess of 10 kilowatts, the Member Generator must have the inverter settings inspected by the Cooperative. The Cooperative may impose a fee on the Member Generator in the amount specified in Cooperative Policy 409 for such inspection;
- h) In the case of non-static inverter-connected renewable fuel generators, the Member Generator must interconnect according to the Cooperative's interconnection guidelines and the Cooperative must inspect all protective equipment settings. The Cooperative may impose a fee on the Member Generator in the amount specified in Cooperative Policy 409 for such inspection.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION:

Notwithstanding any other provision in this Agreement, with respect to the Cooperative's provision of electric service to Member Generator and the services provided by the Cooperative pursuant to this Agreement, the Cooperative's liability to Member Generator shall be limited as set forth in accordance with this paragraph.

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 protection against by exercising reasonable diligence, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, public disorder, legal cease and desist orders, 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. ALL PROVISIONS NOTWITHSTANDING, IN NO EVENT SHALL THE COOPERATIVE BE LIABLE TO THE MEMBER GENERATOR FOR ANY INTEREST, LOSS OF ANTICIPATED REVENUE, EARNINGS, PROFITS, OR INCREASED EXPENSE OF OPERATIONS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OF MEMBER GENERATOR'S PREMISES OR FACILITIES FOR ANY INDIRECT, INCIDENTIAL, 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.

The Member Generator shall assume all liability for and shall indemnify the Cooperative and its members, trustees, directors, officers, managers, employees, agents, representatives, affiliates, successors and assigns for and shall hold them harmless from and against any claims, losses, costs, and expenses of any kind or character to the extent that they result from the Member Generator's design, construction, installation, operation or maintenance 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.

The Cooperative and Member Generator shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the point where the electric energy first leaves the wires or facilities owned by the Cooperative and enters the wires or facilities provided by the Member Generator (the "Point of Interconnection"). The Cooperative does not assume any duty of inspecting the Member Generator's lines, wires, switches, or other equipment or property. The Member Generator assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith, at or beyond the Point of Interconnection.

8. INSURANCE:

The Member Generator agrees to take out and maintain throughout the term of this Agreement adequate liability insurance and, if applicable, worker's compensation and employer's liability, as required by law, covering all the Member Generator's employees or representatives who perform any obligations of the Member Generator set forth herein.

MAINTENANCE AND TESTING:

The Member Generator shall operate and maintain his distributed generation facility in accordance with the operations and maintenance procedures and guidelines prescribed by the manufacturer(s) of the equipment installed. These operation and maintenance functions shall be performed on or ahead of the maintenance schedule provided by the manufacturer(s) of the equipment. All maintenance performed on the distributed generation facility shall be documented in the form of log entries which shall include as a minimum, 1) the description of the function performed, 2) the date due per the manufacturer's schedule, 3) the date the maintenance function was performed, 4) the name of the person, persons or entity (if an outside contractor) performing the maintenance, and 5) a comments column containing any comments with the initial condition of the equipment before maintenance was The Member Generator shall make the maintenance logbook available for OREMC review upon request by OREMC with reasonable notice.

The Member Generator shall retain a qualified independent electrical engineer licensed to practice in Georgia or Florida, as applicable, to maintain and annually test system protective relaying for the Member Generator's generating equipment. The Member Generator shall verify proper tripping and lockout of the generator system for all defined faults as determined by the Cooperative during final review of system relay parameters

Upon demand, the Member Generator shall produce records of testing and relay setting sheets for review by the Cooperative. Failure to maintain records will be grounds for refusal of permission to operate parallel generating equipment. Under no circumstances shall parallel generating equipment be operated with inoperative or defective protective relays. Upon failure to maintain suitable test records, the Cooperative, at the expense of the Member Generator, will perform testing and maintenance of the inter-tie package.

10. ACCESS:

The Cooperative shall have access at all times to the Member Generator's premises for the purpose of meter reading and performing operations and maintenance activities. The Cooperative reserves the right, but not the obligation, to inspect the Member Generator's distributed generation facility.

11. COMPLIANCE PROCEDURE:

The Cooperative reserves the right to automatically or manually disconnect the Member Generator's distributed generation facility without prior notice whenever, at the Cooperative's sole discretion, the Member Generator is deemed by the Cooperative to not be in compliance with the minimum interconnection requirements as specified via this Agreement. The interconnection will remain open until corrective action is taken and suitable testing is completed.

12. INTERCONNECTION:

The Cooperative shall install, own and operate metering equipment that it deems necessary to permit an accurate determination of the quantity of energy delivered by the Cooperative to the Member Generator and the quantity of energy delivered by the Member Generator to the Cooperative's distribution system. The Member Generator shall pay the Cooperative all charges and fees specified in the Cooperative's Distributed Generation Policy..

13. TERM:

This Agreement shall become effective on the date first above written and shall remain in effect until terminated by either party giving to the other thirty (30) days' written notice; provided, however, the Cooperative may also terminate this Agreement by giving thirty (30) days' written notice to the Member Generator upon any breach of this Agreement by the Member Generator or upon failure of the Member Generator's distributed generation facility to generate energy in parallel with the Cooperative's distribution system for six (6) consecutive months.

Okefenoke Rural EMC

By:

ATTEST

Title: General Manager

Member Generator

By:

WITNESS SIGNATURE

WITNESS NAME-PRINTED

WITNESS ADDRESS

WITNESS ADDRESS

WITNESS PHONE NUMBER

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.



