



A Touchstone Energy® Cooperative 

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ATTACHMENT 6-A

**AGREEMENT FOR INTERCONNECTION AND ELECTRIC SERVICE
FOR RESIDENTIAL SOLAR POWER PRODUCTION FACILITIES
WITH NET BILLING**

OPERATED BY _____
OPERATOR OF A _____ FACILITY
AT _____, NEAR _____, OHIO

This Agreement, made and dated as of _____, by and between
North Western Electric Cooperative, Inc. (hereinafter called “the Cooperative”) and
_____ (hereinafter called the “Member-Owner”), together
with the Cooperative, individually, a “Party” and, Collectively, the “Parties”);

WITNESSETH:

WHEREAS, the Cooperative, Inc. is a not-for-profit corporation organized under the laws of the State of Ohio engaged in the business of selling electric power and energy at retail with its principal place of business located at 04125 State Route 576, Bryan, Ohio, 43506; and

WHEREAS, the Member-Owner is a residential Member-Owner who owns and operates all land and facilities located on the Premises; and

WHEREAS, the Member-Owner has or will install on the Premises certain consumer-owned solar photovoltaic electric generating facilities 25 kW or less in the aggregate (the “Electric Generating Facility”); and

WHEREAS, the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under the Public Utility Regulatory Policies Act of 1978, as amended, and all governmental regulations lawfully promulgated thereunder (“PURPA”); and

WHEREAS, the output of the Electric Generating Facility is not reasonably anticipated to exceed the annual electric energy requirements of Consumer’s electric consuming facilities located on the Premises, as described herein; and

WHEREAS, the Member-Owner desires to interconnect the Electric Generating Facility to the Cooperative's electric distribution system and to use the output of the Electric Generating Facility to first meet the requirements of the Consumer's electric consuming facilities located on the Premises and then transfer and sell to Buckeye Power, Inc. any such output in excess of the requirements of the Consumer's electric consuming facilities and receive a credit against the Consumer's monthly bill for electric service under the Net Billing arrangements described in this Agreement, and the Cooperative's Net Billing Rate Schedule, which is attached hereto; and

WHEREAS, the Cooperative desires to sell, and the Member-Owner desires to purchase, electric power and energy to meet the requirements of Consumer's electric consuming facilities not served by the Electric Generating Facility under the terms and conditions hereinafter set forth; and **WHEREAS**, a single meter or pair of meters has been or will be installed at the Premises, which meter or meters is/are capable of registering the flow of electricity in each direction from Cooperative's electric distribution system to Consumer's electric consuming facilities on the Premises, and from Consumer's Electric Generating Facility to Cooperative's electric distribution system, at the point of interconnection ("Net Billing");

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, the Cooperative shall sell and deliver to the Consumer, and the Member-Owner shall purchase and receive, all of the electric power and energy which the Member-Owner may need at the Premises up to _____ kW, except for any such electric demand and energy which is served by Consumer's Electric Generating Facility.
2. Service hereunder shall be alternating current, _____ phase, _____ cycles, _____ volts.
3. The Member-Owner shall pay the Cooperative for service hereunder at the rate and upon the terms and conditions set forth in the Cooperative's Net Billing Rate Schedule, which is attached hereto and a made a part of this Agreement as if fully restated herein. The Cooperative's Net Billing Rate Schedule will be superseded by any new or amended Net Billing Rate Schedule or any successor rate schedule as approved from time to time by the Board of Trustees of the Cooperative. Payment for the service provided hereunder shall be made at the office of the Cooperative located in _____ County, Ohio, or at such other place as the Cooperative shall hereafter designate in writing.

4. If the Member-Owner shall fail to make any such payment within fifteen (15) days after such payment is due, the Cooperative may discontinue service to the Member-Owner upon giving no less than fifteen (15) days written notice to the Member-Owner of its intention to do so, provided however, that such discontinuance of service shall not relieve the Member-Owner of any of its obligations under this Agreement.

5. The Member-Owner is or shall become a member of the Cooperative and be bound by such rules and regulations as may from time to time be adopted by the Cooperative.

6. The Member-Owner shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of electric power and energy and shall not sell or transfer to others the electric power and energy purchased hereunder, without permission of the Cooperative; provided, however, that Member-Owner may operate the Electric Generating Facility upon the terms and conditions and for the purposes set forth in this Agreement and the Cooperative's Net Billing Rate Schedule which is attached hereto and made a part of this Agreement as if fully restated herein. The Member-Owner represents and warrants to the Cooperative that the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under PURPA. The Member-Owner represents and warrants to the Cooperative that the output of the Electric Generating Facility is not reasonably anticipated to exceed the annual electric energy requirements of Consumer's electric consuming facilities located on the Premises. For purposes of this Agreement, the Electric Generating Facility's output will be presumed to be "not reasonably anticipated to exceed the annual electric energy requirements of the Consumer's electric consuming facilities located on the Premises" if the Electric Generating Facility annually generates less than one hundred and twenty percent (120%) of the Consumer's annual electric energy requirements. The Consumer's "annual electric energy requirements" shall be the average amount of electricity consumed annually by the Member-Owner for the electric consuming facilities located on the Premises over the previous three years, using the annual period of June 1 to May 31. If the Cooperative does not have the data or cannot calculate the average amount of electricity consumed annually over the previous three years, such as in instances of new construction or vacant properties, the Cooperative shall use any available consumption data to estimate the annual electricity consumption for the Consumer's electric consuming facilities located on the Premises and provide the estimation data to the Consumer. If the Electric Generating Facility annually generates one hundred and twenty percent (120%) or more of the Consumer's annual electric energy requirements, determined as set forth above, the Electric Generating Facility's output will be presumed to be "reasonably anticipated to exceed the annual electric energy requirements of the Consumer's electric consuming facilities located on the Premises," and the Cooperative may, in its sole discretion, elect to cease providing electric service to the Member-Owner pursuant to the Cooperative's Net Billing Rate Schedule and, instead, elect to provide electric service to the Member-Owner at the rate and upon the terms and conditions

set forth in the Cooperative's Back-Up and Supplementary Electric Service Rate Schedule, and require the Member-Owner to

- (a) sell the output of the Electric Generating Facility to Buckeye Power, Inc. ("Buckeye") on an hourly basis at Buckeye's purchase rate, as determined by Buckeye in its sole discretion,
- (b) reimburse the Cooperative for the cost of the installation of hourly metering facilities (currently estimated to cost up to \$ _____),
- (c) reimburse Buckeye for the cost of its telemetering facilities (currently estimated to cost up to \$10,000),
- (d) pay Buckeye a monthly billing and service fee (currently \$100 per month), and
- (e) terminate this Agreement and enter into a Power Purchase Agreement with Buckeye, an Agreement for Electric Service for Back-Up and Supplementary Electric Service with the Cooperative, and an Agreement for Interconnection and Parallel Operation with the Cooperative, to contemplate the elimination of net billing and the purchase of the Electric Generating Facility output by Buckeye on an hourly basis at Buckeye's purchase rate.

7. The Member-Owner shall use the output of the Electric Generating Facility first to meet the requirements of Consumer's electric consuming facilities located on the Premises. The Cooperative shall use an instantaneous kWh net billing period to measure the Consumer's net production. The net production output shall be measured by determining during each such period the production in kilowatt-hours (kWh) of the Electric Generating Facility in excess of the requirements of the Consumer's electric Member-Owner facilities. Any such output of the Electric Generating Facility in excess of the requirements of Consumer's electric consuming facilities shall be sold to Buckeye Power, Inc. The Cooperative shall bill the net electric usage pursuant to the Cooperative's applicable Net Billing Rate Schedule, and credit the net electric output at Buckeye's purchase rate, on a dollar-for-dollar basis. In the event that the Member-Owner generates net positive kWh output during any such kWh netting period,

- (a) the Cooperative will inform Buckeye Power, Inc. of the existence of such excess net kWh output;
- (b) Buckeye Power, Inc. will purchase such excess net kWh output at Buckeye Power, Inc.'s purchase rate, as determined by Buckeye Power, Inc. in its sole discretion, and credit Cooperative's wholesale power bill for such dollar amount on a monthly basis;

- (c) the Cooperative's load shall not be reduced by the amount of such excess net kWh output purchased by Buckeye Power, Inc. on a monthly basis, and the Cooperative's load may need to be increased for Buckeye Power, Inc. wholesale power billing purposes by the amount of such excess net kWh output purchased by Buckeye Power, Inc., if the Consumer's qualifying facility is located behind the meter used by Buckeye Power, Inc. to determine the Cooperative's wholesale load;
- (d) the Cooperative shall credit Consumer's monthly power bill with the dollar amount of the billing credits paid by Buckeye Power, Inc. to the Cooperative; and
- (e) in the event that at the end of the annual period ending May 31 of each year the aggregate dollar amount of the billing credits for such year exceeds the aggregate dollar amount of the Cooperative's charges to the Member-Owner for such year, the Cooperative shall issue a check to the Member-Owner for such excess dollar amount. The Member-Owner shall be entitled to all environmental attributes of the Electric Generating Facility during the term of this Agreement. The Member-Owner shall have the sole and exclusive right to designate the Electric Generating Facility as a renewable resource during the term of this Agreement in order to satisfy any federal, state or local renewable energy requirement, renewable energy procurement requirement, renewable energy portfolio standard, or other renewable energy mandate.
8. Whenever the Cooperative's facilities located at the Premises are relocated solely to suit the convenience of the Consumer, the Member-Owner shall reimburse the Cooperative for the entire cost incurred in making such change.
9. (a) The Cooperative will use reasonable diligence in furnishing a regular and uninterrupted supply of electric power and energy but does not guarantee uninterrupted service. The Cooperative shall not be liable for damages or other losses in case such supply is interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Member-Owner is delayed by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, governmental action, loss of power supply, breakdowns or injury to the machinery, transmission or distribution lines or other facilities of the Cooperative, repairs, maintenance or any cause beyond the Cooperative's control; provided, however, that in no event shall the Cooperative be liable for personal injury, wrongful death, property damage or other losses not caused by or due to the gross negligence or willful and wanton misconduct of the Cooperative; provided, further, however, that in no event shall the Cooperative be liable for consequential damages of any nature whatsoever in case such supply of power and energy should be interrupted, curtailed, reduced, fluctuates, becomes

irregular, or fails, or the commencement of service to the Member-Owner is delayed; and provided further that the failure of the Member-Owner to receive electric power and energy because of any of the aforesaid conditions shall not relieve the Member-Owner of its obligation to make payments to the Cooperative as provided herein.

(b) The point at which service is delivered by the Cooperative to the Consumer, and at which the output of Consumer's Electric Generating Facility is transferred to the Cooperative, to be known as the "point of interconnection", shall be the point at which the Consumer's electric consuming facilities located on the Premises are connected to the Cooperative's electric distribution system, and the point at which Consumer's Electric Generating Facility is connected to the Cooperative's electric distribution system. The Cooperative shall not be liable for any loss, injury or damage resulting from the Consumer's use of its facilities or equipment or occasioned by the power and energy furnished by the Cooperative beyond the point of interconnection.

(c) The Member-Owner shall provide and maintain suitable protective devices on its equipment to prevent any loss, injury or damage that might result from any fluctuation or irregularity in the supply of electric power and energy. The Cooperative shall not be liable for any loss, injury or damage resulting from any fluctuation or irregularity in the supply of power and energy which could have been prevented by the use of such protective devices.

(d) The Cooperative will provide and maintain the necessary lines or service connections, metering and other apparatus which may be required for the proper measurement of and rendition of its service, and for the proper measurement of the output of Consumer's Electric Generating Facility. All such apparatus shall be owned and maintained by the Cooperative. A single meter or pair of meters will be installed which shall be capable of registering the flow of electricity in each direction from the Cooperative's electric distribution system to Consumer's electric consuming facilities located on the Premises, and from the Consumer's Electric Generating Facility to Cooperative's electric distribution system, at the point of interconnection.

10. In the event of loss or injury to the property of the Cooperative through misuse by, or the negligence of, the Member-Owner or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Cooperative by the Consumer.

Member-Owner will be responsible for any person tampering with, interfering with, or breaking the seals or meters or other equipment of the Cooperative installed at the Premises. The Member-Owner hereby agrees that no one except the employees of or persons duly authorized by the Cooperative shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Cooperative. The Member-Owner shall

provide the Cooperative reasonable access at all times to the Cooperative's meters and other facilities of the Cooperative located on the Premises.

11. Duly authorized representatives of the Cooperative shall be permitted to enter the Premises at all reasonable times in order to carry out the provisions hereof.

12. All present or future federal, state, municipal or other lawful taxes payable by reason of the sale or purchase or Net Billing of the output of the Electric Generating Facility, the production of electrical output from the Electric Generating Facility, or the ownership of the Electric Generating Facility, under this Agreement shall be paid by Consumer. Without limiting the generality of the foregoing, the Member-Owner shall be solely responsible for: any Ohio kilowatt-hour taxes associated with the production of electricity from the Electric Generating Facility; any Ohio public utility property taxes associated with the Consumer's ownership of the Electric Generating Facility; and any state or federal income taxes associated with the Consumer's receipt of payments or Net Billing by the Cooperative or Buckeye under this Agreement. Member-Owner acknowledges that neither the Cooperative nor Buckeye has represented to the Member-Owner that the Member-Owner will not be subject to any such kilowatt-hour taxes, public utility property taxes, or state or federal income taxes as a result of the Net Billing arrangements described in this Agreement.

13. Cooperative shall purchase and install net billing equipment to meter the Cooperative's electric service to the Member-Owner and the electrical output of the Electric Generating Facility. Net billing will be accomplished using a single meter or pair of meters capable of registering the flow of electricity in each direction from the Cooperative Distribution System to Consumer's electric consuming facilities located on the Premises, and from Consumer's Electric Generating Facility to the Cooperative Distribution System. If the existing electrical meter or meters in service at the Consumer's Premises is/are not capable of measuring the flow of electricity in each direction, the Cooperative will purchase, install, own, operate, and maintain an approved meter or meters that is/are capable of measuring electricity in each direction. The Member-Owner will pay the Cooperative all expenses involved in either modifying the existing meter(s) or providing a new meter(s) capable of measuring the flow of electricity in each direction. Cooperative shall own, operate and maintain the net billing equipment. All costs associated with the purchase, installation, ownership, operation and maintenance of net billing equipment shall be borne by Consumer.

14. Member-Owner shall promptly provide to the Cooperative all relevant information, documents, or data regarding the Consumer's facilities and equipment that have been reasonably requested by the Cooperative.

15. This Agreement shall become effective as of the date first above written and shall remain in effect until terminated by either party giving to the other party not less than ninety (90) days prior notice in writing of its intention to terminate.

16. (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Member-Owner without the prior written consent of the Cooperative, any such assignment by the Member-Owner being null and void without such consent.

(b) This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of law provisions.

18. The Member-Owner shall comply with the attached Metering, Insurance, Indemnity, and Interconnection Standards.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

NORTH WESTERN ELECTRIC COOPERATIVE, INC.

By (Signature): _____

Name: _____

Title: _____

Member-Owner Name: _____

By (Signature): _____

Name: _____

Title: _____

All documents must be hand-signed, no digital signatures will be accepted.

METERING, INSURANCE, INDEMNITY, AND INTERCONNECTION STANDARDS

1. **Metering.** Metering equipment used in determining the demand and amount of electric power and energy supplied hereunder, and the demand and amount of electric power and energy produced by Consumer's Electric Generating Facility, shall be tested and calibrated, if required, by the Cooperative. If any metering equipment shall be found inaccurate, it shall be restored to the extent possible to a 100.0% accurate condition; or new metering equipment to the extent necessary shall be substituted so that, as far as possible, 100.0% accuracy shall always be maintained. The Member-Owner shall have the right to request that a special meter test be made at any time. In the event a test made at the Consumer's request discloses that the meter tested is registering correctly, or within one percent (1%) above or below 100.0% accuracy at full load, Member-Owner shall bear the expense of such meter test.

The results of all such tests and calibrations shall be open to examination by the Member-Owner and a report of every requested test shall be furnished to the Consumer. Any meter tested and found to be not more than one percent (1%) above or below 100.0% accuracy at full load, shall be considered to be accurate in so far as correction of billing is concerned. If as a result of any test, any meter is found to register in excess of one percent (1%) above or below 100.0% accuracy at full load, then the readings of such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond the last regular monthly billing period occurring prior to the day on which inaccuracy is discovered by such test, and no correction shall be made for a longer period than that during which it may be determined by mutual agreement of the parties involved that the inaccuracy existed. The Cooperative will bear the cost of the meter test if any meter is found to register in excess of one percent (1%) above or below 100.0% accuracy at full load.

For any period that metering equipment is found to have failed wholly, or in part, to register and for which no alternate metering is available, it shall be assumed that the demand established, or electric energy delivered, as the case may be, during said period is the same as that for a period of like operation during which such meter was in service and operating.

The Cooperative shall notify the Member-Owner in advance of the time of any meter test so that a representative of the Member-Owner may be present.

2. **Insurance.** Member-Owner shall obtain and maintain the following policies of insurance during the term of the Agreement:

- (a) Comprehensive or Commercial General Liability insurance with bodily injury and property damage combined single limits of at least \$250,000 per occurrence if the Electric Generating Facility is 10 kW or less, \$1,000,000 per occurrence if the Electric Generating Facility is greater than 10 kW but less than 100 kW, and \$5,000,000 per occurrence if the

Electric Generating Facility is 100 kW or greater, covering the Consumer's obligations and liabilities to the Cooperative under this Agreement, including under Section 23.

(b) Member-Owner shall cause its insurers or agents to provide Cooperative with certificates of insurance evidencing the policies listed above prior to interconnecting the Electric Generating Facility with the Cooperative Distribution System, as well as copies of each annual renewal certificate for such policies, promptly after such renewal certificates are issued. Cooperative shall have the right to review the policies listed above at any time during the term of this Agreement, and Member-Owner shall promptly provide copies of the same to Cooperative upon its request. Failure of Cooperative to obtain certificates of insurance does not relieve Member-Owner of the insurance requirements set forth herein. Failure to obtain the insurance coverage required by this Section 2 shall in no way relieve or limit Consumer's obligations and liabilities under other provisions of this Agreement.

(c) If Member-Owner is a residential customer of the Cooperative, the following provisions shall apply:

(1) The insurance coverage requirements of Section 2.1 above may be satisfied by the residential Member-Owner obtaining and maintaining a Homeowner's Liability insurance policy, or if Homeowner's Liability insurance is not available, Comprehensive or Commercial General Liability insurance, Excess or Umbrella Liability insurance, or any other type of insurance policy that the Cooperative deems acceptable, covering the residential Consumer's liabilities and obligations under this Agreement, with bodily injury and property damage combined single limits as set forth in Section 2.1; and

(2) The amounts of insurance required in Section 2.1 may be satisfied by the residential Member-Owner purchasing primary coverage in the amounts specified or by buying a separate excess Umbrella Liability policy together with lower limit primary underlying coverage. The structure of the coverage is the residential Consumer's option, so long as the total amount of insurance meets Cooperative's requirements.

(d) If Member-Owner is a commercial customer of the Cooperative, the Member-Owner shall cause its insurers to provide Cooperative with at least 10 days prior written notice of any cancellation, non-renewal or material change in the insurance policy by endorsing the policy to add the Cooperative as a party with an additional interest in the policy with respect to such notice.]

3. **Indemnity and Liability.** Member-Owner agrees to fully indemnify, release, and hold Cooperative, its members, trustees, officers, managers, employees, agents, representatives, and

servants, Cooperative's affiliated and associated companies, and their respective members, trustees, shareholders, directors, partners, stakeholders, officers, managers, employees, agents, representatives, and servants, and Cooperative's successors and assigns, harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including attorneys' fees and other costs of defense) of any nature or kind whatsoever, including, but not limited to, claims, demands and/or liabilities for personal injury to (including death of) any person whomever (including payments and awards made to employees or others under any workers' compensation law or under any plan for employees' disability and death benefits) and for damage to any property whatsoever (including Consumer's Electric Generating Facility and the Cooperative's distribution system) arising out of or otherwise resulting from the use, ownership, maintenance, or operation of the Electric Generating Facility or the interconnection facilities, regardless of whether such claims, demands or liability are alleged to have been caused by negligence or to have arisen out of Cooperative's status as the owner or operator of facilities involved; provided, however, that the foregoing shall not apply to the extent that any such personal injury or property damage is held to have been caused by the gross negligence or intentional wrongdoing of Cooperative or its agents or employees. Neither party shall be liable in statute, contract, in tort (including negligence), strict liability, or otherwise to the other party, its agents, representatives, affiliated and associated companies, or assigns, for any incidental or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue, resulting from any party's performance or non-performance of an obligation imposed on it by this Agreement.

4. **Operation, Maintenance and Control of the Electric Generating Facility.** The Member-Owner shall own, operate, maintain and control the Electric Generating Facility and Consumer's Interconnection Facilities in a safe and reliable manner, in accordance with good utility practice, and in accordance with the provisions of this Agreement, and in accordance with applicable operational and reliability criteria, protocols, and directives, including those of the Cooperative. Member-Owner may operate the Electric Generating Facility in parallel and in synchronization with the electric power and energy provided by Cooperative to Member-Owner pursuant to this Agreement, as an auxiliary or supplement to such electric power and energy.

5. **Protection and System Quality.** Member-Owner shall, at its expense, provide, install, own, operate and maintain system protection facilities, including protective and regulating devices, as required by the Cooperative and as otherwise required by good utility practice, and applicable operational and reliability criteria, protocols, and directives, in order to protect persons and property and to minimize deleterious effects to the Cooperative's distribution system. Any such protective or regulating devices that may be required on Cooperative's facilities in connection with the operation of the Electric Generating Facility shall be installed by Cooperative at Consumer's expense. Cooperative reserves the right to modify or expand its requirements for protective

devices in conformance with good utility practice and/or applicable legal and regulatory requirements.

6. **Inspection.** Cooperative shall have the right, but shall have no obligation or responsibility to

(a) observe Consumer's tests and inspections of any of Consumer's protective equipment,

(b) review the settings of Consumer's protective equipment, and

(c) review Consumer's maintenance records relative to the Electric Generating Facility and Consumer's protective equipment. The foregoing rights may be exercised by Cooperative from time to time as deemed necessary by the Cooperative upon reasonable notice to Consumer. However, the exercise or non-exercise by Cooperative of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement or confirmation of any aspect, feature, element, or condition of the Electric Generating Facility or Consumer's protective equipment or the operation thereof, nor as a warranty as to the fitness, safety, desirability, or reliability of same.

7. **Disconnection.** Upon termination of this Agreement, Member-Owner shall disconnect the Electric Generating Facility from the Cooperative's distribution system. Cooperative shall have the right to disconnect, or to require the Member-Owner to disconnect, the Electric Generating Facility immediately and without prior notice if, in the Cooperative's sole opinion, an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage. Cooperative shall have the right to disconnect, or to require the Member-Owner to disconnect, the Electric Generating Facility with no less than seven days prior notice if, in the Cooperative's sole opinion, such disconnection is required in order for the Cooperative to conduct maintenance, repairs or replacements of its facilities or the Cooperative's distribution system. Member-Owner shall disconnect the Electric Generating Facility immediately if an emergency exists, as determined by the Cooperative in its discretion or as specified herein, and immediate disconnection is necessary to protect persons or property from injury or damage.

8. **Emergencies.** The Member-Owner agrees to comply with Cooperative's emergency procedures, as applicable, with respect to emergencies, the existence of which shall be determined by the Cooperative in its discretion. The Member-Owner shall provide the Cooperative with prompt oral notification an emergency which includes occurrences, circumstances, or situations which may reasonably be expected to detrimentally affect the Cooperative's distribution system or is imminently likely to endanger life or property, to the extent the Member-Owner is aware of the emergency.

9. **Modifications.** Either party may undertake modifications to its facilities; provided, that Member-Owner shall not increase the output of the Electric Generating Facility or make other material change or modification to the configuration or operation of the Electric Generating Facility without the prior written consent of Cooperative. In the event that the Member-Owner plans to undertake a modification that reasonably may be expected to impact the Cooperative's facilities, the Member-Owner shall provide the Cooperative with sufficient information regarding such modification so that the Cooperative can evaluate the potential impact of such modification prior to commencement of the work.

10. **Construction.** Member-Owner shall, at its sole expense, design, construct, install, own, operate and maintain the Electric Generating Facility and all equipment on Consumer's side of the point of interconnection needed to interconnect the Electric Generating Facility with the Cooperative's distribution system. The Cooperative shall, at Consumer's sole expense, design, construct, install, own, operate and maintain all equipment on the Cooperative's side of the point of interconnection needed to interconnect the Electric Generating Facility with the Cooperative's distribution system. The Consumer's interconnection facilities and equipment shall satisfy all requirements of applicable safety and engineering codes, including the Cooperative's. Member-Owner shall submit all specifications for Consumer's interconnection facilities and equipment, including system protection facilities, to the Cooperative for review at least ninety (90) days prior to interconnecting such interconnection facilities and equipment with the Cooperative's distribution system. Cooperative's review of Consumer's specifications shall be construed neither as confirming nor as endorsing the design, nor as any warranty as to fitness, safety, durability or reliability of Consumer's interconnection facilities or equipment. Cooperative shall not, by reasons of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of Consumer's interconnection facilities or equipment, nor shall Cooperative's acceptance be deemed to be an endorsement of any facility or equipment. Member-Owner agrees to make changes to its interconnection facilities and equipment as may be reasonably required to meet the requirements of the Cooperative. In the event it becomes necessary for Cooperative to alter, add to, relocate or rearrange its interconnection facilities or to rearrange or relocate existing Cooperative-owned facilities which are not interconnection facilities to continue to conduct interconnected operations in accordance with good utility practice, then Member-Owner shall pay for such work.