

Net Metering & Interconnection Agreement



The Net Metering and Interconnection Agreement is designed to provide a minimum set of requirements for the interconnection of Distributed Generation (DG) to Tri-County Electric Membership Corporation's distribution system. It is to be used as a guide for Tri-County EMC customers wanting to install and operate solar, wind, fuel cells, or other types of generation in parallel to the distribution system.

The Net Metering and Interconnection Agreement is designed to:

1. Permit the Distributed Generation owner to operate their equipment in parallel with the Distribution System in a safe and efficient manner.
2. Insure the safety of the general public and Tri-County EMC personnel.
3. Minimize the possible damage to the property of the general public, Tri-County EMC, and Tri-County EMC members.
4. Avoid adverse operating conditions of the Distribution System.
5. Prevent the delivery of any adverse service levels to other Tri-County EMC members.
6. Comply with all State and Federal Regulations.
7. Describe cost responsibility for interconnection.
8. Provide a standard agreement and application processes.

Net Metering and Interconnection Agreement



This Net Metering and Interconnection Agreement (“Agreement”, or “IA”) is made and entered into this _____ day of _____ 20__, by and between _____ (Member name), located at _____ (street address), in _____ county in state of Georgia a member of Tri-County EMC and hereinafter referred to as “Customer Generator” and Tri-County Electric Membership Corporation, hereinafter referred to as “Tri-County EMC”, an electric membership corporation organized under the laws of the state of Georgia, and each hereinafter sometimes referred to individually and collectively as “Party” or “Parties”.

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Whereas, Tri-County EMC is an electric membership corporation that provides electric energy service to its members in the State of Georgia; and

Whereas, Tri-County EMC has a board approved policy for the interconnection of distributed generation facilities on to its electric distribution system; and

Whereas, Tri-County EMC has a board approved rate schedule (Schedule NEM-1, Net Energy Metering Rider) for the offering of Net Metering Services to their members with qualified distributed generation facilities; and

Whereas, the member identified in the first paragraph is a member in good standing of Tri-County EMC; and

Whereas, the member identified above desires to interconnect their distributed generation to the Tri-County EMC electric distribution system; and

Whereas, Tri-County EMC and the member have agreed to the terms and conditions established herein. Now, therefore, in consideration of the terms and conditions set forth in this Agreement, and for other good and valuable considerations, the Parties each hereby agree as follows:

1. Definitions

Defined terms in this Agreement are capitalized. The defined terms used in this Agreement have the following meanings:

- “Customer Generator” is the member of Tri-County EMC that is the owner and operator of the Distributed Generation Facility.
- “Distributed Generation Facility” or “(DG)” is a small-scale generating facility (e.g. land, equipment, materials, other items associated with the generator site) that is owned and operated by a Tri-County EMC member for the purposes of producing electrical energy to offset the members electrical energy needs which:
 - Is located on the member’s premises;
 - Is connected to, and operated in parallel with Tri-County EMC’s electric distribution system;

- “Electric Distribution System” is the wires, poles, reclosers, regulators, transformers and other associated equipment and facilities owned, operated and maintained by Tri-County EMC for the purposes of the timely and reliable delivery of electrical energy to their members.
- "Electric Membership Corporation" or “EMC” means a rural electric membership corporation organized under Article 2 of the Official Georgia Code Annotated, title 46 -3.
- "Electric Service Provider" is the electric membership corporation which is engaged in the business of distributing electricity to retail electric customers in the state of Georgia.
- “Excess Net Generation” is the difference between the electrical energy produced by the customer owned generation and the electrical energy consumed by the customer during the billing period.
- “Force Majeure” shall have the meaning specified in Section 9.
- “Interconnection” is the facility, equipment and materials that connect two systems such as a non-utility generator and a utility electric system.
- “Metering Facilities” are the electric utility industry standard meter or meters and the associated current transformers, potential transformers, data recording devices where required to accurately monitor energy consumption and production by the Distributed Generation Facility.
- “Tri-County Electric Membership Corporation” or “Tri-County EMC” shall have the meaning specified in the first paragraph of this Agreement.
- “Point of Interconnection” is the physical point of connection between two systems such as the non-utility generator and an electric utility system.

2. Term of the Agreement

2.1 Effectiveness

This Agreement shall become effective upon execution and delivery by the Parties (“Effective Date”)

2.2 Term

2.2.1 Initial Term

The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years through 11:59:59 p.m. eastern prevailing time (EPT) on December 31, _____ (“Initial Term”) unless this Agreement is terminated prior to December 31, _____ in accordance with the provisions of Section 2.3.

2.2.2 Extension

Unless terminated according to Section 2.3 the Term of this Agreement shall automatically renew and extend for an additional term of one (1) year such that unless either Party gives Notice of Termination to the other Party in accordance with Section 20, the Term of this Agreement shall extend through 11:59:59 p.m. eastern prevailing time (EPT) on December 31, _____ and so forth thereafter in one (1) year increments.

2.2.3 **Term**

The Initial Term of this Agreement taken together with each Extended Term, if any, shall constitute the “Term” of this Agreement.

2.3 **Termination**

Either Party may terminate this Agreement at the end of the Initial Term by giving Notice of Termination to the other Party in accordance with the notice provisions specified in Section 20 at least twenty (20) business days prior to the end of the Initial Term. If the Term is extended beyond the Initial Term either Party may terminate this Agreement at the end of the current Extended Term by providing the other party with a Notice to Terminate following the notice provisions specified in Section 20 with prior notice provided at least twenty (20) business days prior to the end of the Extended Term.

If at any time Tri-County EMC personnel find that the Customer Generator is operating in a manner deemed unsafe or inconsistent with the terms of this Agreement, Tri-County EMC will immediately disconnect service. Service will be restored at such time as the issue leading to the service disconnection is resolved and the Customer Generator system has been tested pursuant to Section 7 of this agreement. If the Customer Generator has not remediated the issue within thirty (30) business days, this Agreement shall be terminated immediately.

Upon the death of the then current Customer Generator, this Agreement shall be terminated immediately. The effective date of termination shall be the date on which Tri-County EMC first becomes aware of the death of the Customer Generator.

3. **Summary of Interconnection**

The distributed generation facility which is to be interconnected with Tri-County EMC’s electric distribution system is described in the original, approved Application for Interconnection which is included herein by reference. The Application for Interconnection includes detailed information regarding the specific distributed generation facility or facilities to be installed and interconnected to Tri-County EMC’s electric distribution system by the Customer Generator.

The Parties shall agree to a specific point of interconnection and the distributed generation facilities will be interconnected to the electric distribution system at that Point of Interconnection. The Parties agree to interconnect at the Point of Interconnection in accordance with and adherence to Tri-County EMC’s Board approved policies, procedures and guidelines, rules, regulations, by-laws, rates and tariffs (the “Rules”) which are incorporated herein by reference. The distributed generation facilities installed by the Customer Generator (“distributed generation facilities”) shall be in accordance with the Rules as well as other standards and regulations listed herein.

4. **Customer Generator Information Summary**

This section of the Agreement contains basic information for the distributed generation facility with which Tri-County EMC will be interconnected. The details of the facility are included in the Application for interconnection required by Tri-County EMC and incorporated herein by reference. A copy of the completed Application as approved by Tri-County EMC may be attached to this Agreement for additional information and clarification.

- 4.1. Customer Generator Application for Interconnection number: _____
- 4.2. Service Order Number: _____
- 4.3. Customer Generator Tri-County EMC Account Number: _____
- 4.4. Customer Generator Map Number: _____
- 4.5. Customer Generator name and address from their monthly electric service bill:
 Name: _____
 Address: _____
 City/State: _____
 Zip Code: _____
 Phone: _____
- 4.6. Distributed Generator Facility Capacity: _____ kW; _____ KVA
- 4.7. Distributed Generator Facility Forecasted Annual Energy: _____ kWh
- 4.8. Planned In-service Date for the Distributed Generator Facility: _____
 This planned in-service date shall be within eighteen (18) months of the effective date of this Agreement. This Agreement shall expire at 5:00 p.m. eastern prevailing time (EPT) on the first working day of the calendar month following the expiration of this eighteen (18) month period.

5. Responsibilities of the Customer Generator

The Customer Generator is responsible for all costs associated with the interconnection of the Distributed Generation Facility to Tri-County EMC’s Electric Distribution System and the installation of any required Metering Equipment to provide the net metering services. The Customer Generator shall at its own cost and expenses design, construct, install, inspect, operate, maintain, and repair as necessary, and shall be fully responsible for the distributed generation facilities which it now and hereafter may own or lease.

Prior to construction or installation, the Customer Generator shall meet with a designated Tri-County EMC representative to complete the Tri-County EMC Application for Interconnection. At this time, the Customer Generator shall submit a plan detailing the electrical design, interconnection, size, and operation for the distributed generation facility. Either at the time of submission or at any time during the review process, the Cooperative may require additional information or may require the distributed generation plan to be prepared by a Professional Engineer registered by the state of Georgia.

Maintenance of the Customer Generator’s distributed generation facilities shall be performed in accordance with the applicable manufacturer’s recommended maintenance schedule. The Customer Generator shall design and construct or request to be designed and constructed the distributed generation facilities in accordance with the specifications contained in the most current versions of the National Electric Code (NEC), the National Electric Safety Code (NESC), the Underwriter’s Laboratory (UL) 1741 and all applicable state and local zoning and building codes, environmental requirements and restrictions and safety rules and regulations. The distributed generation facility shall interconnect with the Tri-County EMC electric distribution system per the standards contained in the most current version of the IEEE (Institute of Electrical and Electronic Engineers) standards 1547 and 1547.1.

The Customer Generator shall operate and maintain their 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 associated with the initial condition of the equipment before maintenance was performed.

The Customer Generator shall make the maintenance log book available for Tri-County EMC review upon request by Tri-County EMC with reasonable notice.

6. Metering

Tri-County EMC will install utility industry standard Metering Equipment as necessary to accurately and reliably monitor and record the energy usage at the account and the net energy produced by the Distributed Generation Facilities. As required in Section 5 of this Agreement, the Customer Generator shall be responsible for all costs associated with the installation of any Metering Equipment necessary to accommodate the interconnection and net metering. These costs include the cost of the required disconnect switch associated with the interconnection.

Tri-County EMC shall purchase, own, install, operate and maintain such Metering Equipment as may be necessary to meter the electrical energy output of the Distributed Generator Facility and the electrical energy consumption at the Point of Interconnection.

7. Testing

Upon completion of the DG system, Tri-County EMC shall verify correct operation of the Customer Generator's automatic disconnect system in the event of a Tri-County EMC outage. Failure of the Customer Generator to operate properly upon testing shall result in disconnection of service by Tri-County EMC. The cooperative reserves the right to retest the DG system at any time.

8. Assignment of this Agreement

At any time during the term of this Agreement, the Customer Generator may assign this Agreement to another individual, a corporation or an entity with limited liability, provided that the Customer Generator obtains Tri-County EMC's consent prior to the assignment. Tri-County EMC's consent will be based on a determination that the Assignee is financially and technically capable to assume ownership and operation and maintenance of the Distributed Generation Facility. The individual or company to which this Agreement is assigned shall be responsible for the proper operation and maintenance of the Distributed Generation Facility and must agree in writing to be subject to all provisions of the Agreement. Tri-County EMC may assign this Agreement or any subsequent assigned Agreement to another entity without the consent of the Customer Generator and upon notification to the other party in accordance with Section 20 herein.

In the event the name of the Customer Generator changes or the Customer Generator account changes due to sale of the facility, death or disability of the original Customer Generator, or other similar ownership related change, Tri-County EMC will contact the Customer Generator in accordance with Section 20 herein to determine present ownership and continued interest in this Agreement going forward. If the new owner of the account and the Distributed Generation Facility is interested in continuing this Agreement, at the discretion of Tri-County EMC, the Parties will issue an executed Memorandum of Understanding (MOU) in which the new Parties

agree to continue this Agreement; or the Parties will execute a new “Agreement for the Interconnection and Parallel Operation of Distributed Generation Facilities”.

9. Liability and Indemnification

Each Party will indemnify, defend and hold harmless the other Party from and against, 1) any breach of representation, warranty, or failure to perform any covenant or agreement in this Agreement by such Party; 2) any violation of applicable Law by such Party; and 3) any claims by a third party as a result of any act or omission by such Party. Neither Party will be required to indemnify or hold harmless the other Party from any losses or claims under this Section 8 to the extent such loss or claim was caused by the other Party’s gross negligence or intentional misconduct.

10. Force Majeure

The term “Force Majeure” means an event of circumstance the prevents the Party from performing its obligations in whole or in part under this Agreement; is not within the reasonable control of the Party or the result of negligence of the Party and includes acts of God, or the public enemy, or insurrection, riot, acts of terrorism, civil disturbance or disorder, strikes, fire, earthquakes, floods, storms or other natural disasters or actions or restraints by court order or Governmental Authority or arbitration not sought or such actions. To the degree the Party is prevented by Force Majeure from carrying out their obligations under this Agreement and the Party has given notice including details to the other Party as soon as practical, the Party shall be excused from the performance of their obligations other than and obligations for payment arising from performance or services received which occurred prior to the Force Majeure. The Party shall remedy the Force Majeure event as quickly as possible.

11. Confidential Information

Each Party agrees to maintain to the maximum extent allowable by law the confidentiality of any and all information supplied to it by the other Party which said other Party indicated, marked and otherwise caused to be known that such information was Confidential Information.

Confidential Information received from the other Party shall be maintained as confidential for a period not less than three (3) years after termination of this Agreement.

12. Choice of Law

The validity and performance of this Agreement and the rights and responsibilities arising out of this Agreement shall be governed by and enforced and performed in accordance with the Laws of the State of Georgia.

13. Survival of Obligations

Upon termination of this Agreement by the Parties, any funds, penalties and other charges owed under this Agreement shall be paid and any refunds shall be made as soon as practical, but no later than thirty (30) days after such termination. All indemnifications and confidentiality rights shall survive the termination of this Agreement and comply with their respective terms.

14. No Third Party Beneficiaries

This Agreement does not create any rights, remedies, or benefits whatsoever in favor of any persons, corporations, associations or other entities other than the Parties and the obligations herein assumed are solely for the use and benefit of the Parties, their successors, and as permitted their assigns.

15. No Partnerships

The Parties are acting as independent contractors entering into this Agreement and nothing herein shall ever be deemed to create or imply any other relationship, obligation or liability with regard to either of the Parties.

16. Waiver

No waiver of all or part of this Agreement by a Party shall be considered valid unless and until such waiver is provided in writing, clearly states the Parties agree to such waiver and is executed by each Party. Failure to enforce any provision or portion of this Agreement by either Party shall in no way be construed as a waiver of any obligations, rights or duties set forth in this Agreement. The waiver of either Party of any obligations, rights or duties of the other Party shall not constitute a waiver of the rights of that Party to enforce those obligations, rights or duties at any other time.

17. Dispute Resolution

The Parties enter into this Agreement intending to resolve any and all disputes that may arise hereunder promptly, equitably and in a good faith manner. In the event a dispute does arise, the Parties will initially employ an informal process to attempt resolution of the dispute. Prior to initiating this process, a Party shall provide the other Party with a written notice of the dispute which shall include a proposed approach to resolving the dispute, written support for the Party's position and the name of the Party's representative authorized to resolve the dispute. The receiving Party will respond within twenty (30) business days by providing the initiating Party with their proposed approach to resolving the dispute, written support for the Party's position and the name of the Party's representative authorized to resolve the dispute. The selected representatives will then work to resolve the dispute equitably.

If these representatives cannot reach a resolution to the dispute that is satisfactory to the Parties within thirty (30) business days the dispute will be settled under binding arbitration in accordance with this Section 16.

Binding arbitration will be conducted in accordance with the American Arbitration Association (AAA)'s "Arbitration and Mediation Rules". Each Party shall be responsible for their own costs to resolve the dispute.

18. Amendment

This Agreement can only be amended or modified by mutual agreement by the Parties, with the amendment or modification produced in writing, fully executed by the Parties and copies distributed to the Parties.

19. Entire Agreement

This Agreement, and the attachments and exhibits attached hereto, constitute the entire Agreement between the Parties and supersedes all prior agreements whether written or oral related to the subject matter of this Agreement. It is expressly acknowledged and understood that the Parties may have other agreements covering other services not directly provided for herein, which agreements remain unaffected by this Agreement.

20. Unique Agreement

This Agreement is established for the sole purpose set forth herein and shall not establish any basis for which another service or other purposes may be construed to be the obligation of the Parties.

21. Notices

Any notice, consent, or other communication required to be made under this Agreement shall be in writing and shall be delivered in person, by certified mail (return receipt requested, postage prepaid) or by nationally recognized overnight courier properly addressed to such Party as follows:

Customer Generator

Tri-County Electric Membership Corporation

The above listed names, titles, addresses and contact information of either Party may be changed by written notification to the other.

All notices permitted under this Agreement shall be deemed to have been given upon delivery if delivered in person or upon deposit if delivered by overnight courier or certified mail.

22. Headings

The descriptive headings of the various Sections and Sub-sections of this Agreement (or any Attachments or Exhibits attached hereto) have been inserted for convenience of reference only and in no way shall be deemed to modify or restrict any of the terms or provisions hereof.

23. Severability

If any provision or portion of this Agreement is found or ruled to be invalid, illegal or unenforceable in any respect and for any reason, such portion or provision shall be deemed separate, independent, and ineffective only to the extent of the ruling while the remainder of this Agreement shall remain valid and in effect.

24. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

25. Invoices, Billings and Payments

Terms of the invoicing, billing and payments for services provided and delivered under this Agreement shall be consistent with Tri-County EMC’s existing applicable Rules, Tariffs and Rate Schedules which are incorporated herein by reference. The Customer Generator shall adhere to these existing regulations, Rules, Tariffs and Rate Schedules.

25.1. Billing and Payment Schedule

Tri-County EMC has an established billing cycle for each of their members. Tri-County EMC will continue to use these existing billing cycles to gather, process and render the monthly billing to the Customer Generator. This existing billing cycle will incorporate

and address any excess energy produced by the distributed generation facility during the respective billing cycle.

The Customer Generator shall render their monthly payment due to Tri-County EMC for the energy Tri-County EMC delivered in accordance with the already established monthly billing cycles. Changes to these billing and payment cycles may from time to time be necessary for Tri-County EMC to maintain a balanced billing process load. Tri-County EMC may institute these changes as needed and at their sole discretion. Tri-County EMC will provide the Customer Generator with customary advanced notice of these billing and payment cycle changes in accordance with the notice provision of Section 20.

26. No Public Announcements

The Parties agree that no press release or public announcement concerning the transaction contemplated by this Agreement will be made unless mutually agreed to by the Parties in writing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and copies delivered to each Party.

_____ (Customer Generator)

By: _____

Title: _____

Date: _____

_____ (Tri-County Electric Membership Corporation)

By: _____

Title: _____

Date: _____