

BARTLETT ELECTRIC COOPERATIVE, INC.

Tariff for Electric Service

<u>SECTION TITLE:</u> Service Rules and Regulations <i>Applicable to all areas</i>	Section No. III Approved Date: Effective Date: Revised/Effective:	Sheet No. 39 July 20, 2006 July 20, 2006 April 23, 2009
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341 Distributed Generation

For the purpose of Sections 341A-341E of this tariff, the following definitions shall apply:

Applicant: Bartlett Electric Cooperative Member requesting an interconnection agreement and the parallel operation of DG facilities.

Avoided Costs: The incremental costs to an electric utility of electric energy or capacity or both which, but for the purchase from the qualifying facility or qualifying facilities, such utility would generate itself or purchase from another source.

Contribution-in-aid-of-construction: A non-refundable Member contribution toward qualifying line extensions of Cooperative facilities to Member owned facilities. The amount required is set forth in the Cooperative's tariffs.

Cooperative's System: Those electric facilities owned, operated, and maintained by the Cooperative excluding those facilities owned, operated, and maintained by the Member divided by the point of delivery.

Day: A Day referred to herein shall mean a calendar day.

Disconnect Switch: A readily visible, accessible and lockable open point between the Member's DG Facilities and the Cooperative's source of power. It shall have full load break capability for all expected operating conditions.

Distributed Generation (DG): An electrical generation facility with 10 MW or less of capacity with a delivery voltage of 60 kilovolts or less located at the Member's point of delivery that may be connected in parallel with the Cooperative's utility system.

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DG Facilities: Distributed Generation Facilities encompass all the equipment and control systems and wiring owned by the Member necessary to generate, modulate, monitor quality, connect, and disconnect electric energy in parallel with the Cooperative's utility system. A qualifying facility may include transmission lines and other equipment used for interconnection purposes (including transformers and switchyard equipment). Cooperative Revenue Metering is not included in the DG Facilities and is not owned nor operated by the Member.

DG Manual: A supplemental document to the Cooperative's Tariff providing guidelines and procedures for the process of making application, for providing the required information about, for requiring elements of design necessary to the safe operation of, ownership and liability of Distributed Generation Facilities.

DG Plan: Distributed Generation Plans are documents providing connection diagrams, equipment specifications, and electrical layouts describing the DG Facilities and physical locations.

ERCOT (Electric Reliability Council of Texas): The Electric Reliability Council of Texas operates the electric transmission grid.

Export Power : Electric energy produced for sale by DG facilities to the Cooperative.

IEEE 519: The Institute of Electrical and Electronic Engineers (IEEE) Standard outlining harmonic control on electric power systems.

IEEE 1547: The Institute of Electrical and Electronic Engineers Standard for Interconnecting Distributed Resources with Electric Power Systems. The standard was approved as an American National Standard in October 2003 and governs the means and ways of DG interconnection.

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ISO (Independent System Operator): A Non-profit entity (effectively) that does not own transmission assets and that is responsible for operating the network reliably and economically. The ISO for Texas is ERCOT.

Interconnection: Interconnection occurs when DG facilities are constructed in such a manner as to tie the DG facilities to the Cooperative's facilities either directly or indirectly in a permanent or temporary manner.

Interconnection Agreement /Contract: The Interconnection Agreement or Contract as used herein shall refer to either the "Agreement for Interconnection and Parallel Operation of Distributed Generation: Renewable Net Metering Producer" or "Agreement for Interconnection and Parallel Operation of Distributed Generation: Wholesale Producer" depending upon the classification and rate schedule of the connected Distributed Generation.

Interconnection Costs: The reasonable costs of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the electric utility directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a qualifying facility, to the extent such costs are in excess of the corresponding costs which the electric utility would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection costs do not include any costs included in the calculation of avoided costs.

Member: The qualified entity or individual that has joined the Cooperative according to all the rules, regulations, and bylaws of the Cooperative.

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Net Metering: The amount of total energy arising from the algebraic sum of the power flow from the Member's facilities and the power flow into the Member's facilities over a specified period of time.

Parallel Operation: Parallel operation occurs at any time when conditions exist where DG facilities are electrically connected to the Cooperative's facilities. An open switch when it is the only electrical point of connection does not allow parallel operation but does allow the possibility.

Point of Delivery: That point of connection separating the Cooperative's System from the Member owned electric facilities usually where the service drop is connected to the service entrance, where the connectors belong to the Cooperative.

Power Generating Installation: A qualifying small power production facility or a qualifying cogeneration facility under Subpart B of the Federal Energy Regulator Commission's Regulations under Section 201 of the Public Utility Regulatory Policies Act of 1978 (or the latest version) including any generator, and associated equipment, wiring, protective devices, or switches owned or operated by Producer or Distributed Generation.

Power Quality: A set of boundaries for voltage, frequency, current, and harmonics that allow electrical systems to function in their intended manner without significant loss of performance or life.

Producer: A Member that owns or operates a qualified electric generation facility that produces electric energy for the purpose of selling wholesale electricity to the Cooperative, or to shave load.

Qualifying Facility: As defined by the Public Utility Regulatory Act of 1978 (PURPA), must have as its primary energy source biomass, waste, renewal resources or geothermal resources.

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Qualifying Power Generating Installation: A small power production facility is a qualifying facility if it meets the criteria outlined in FERC Subpart B Section 292.204:

- (1) Meets the maximum size criteria specified in § 292.204(a);
- (2) Meets the fuel use criteria specified in § 292.204(b); and
- (3) Has filed with the Commission a notice of self-certification, pursuant to § 292.207(a); or has filed with the Commission an application for Commission certification, pursuant to § 292.207(b) (1), that has been granted.

Renewable Energy Technology: Renewable energy is energy generated from natural resources—such as sunlight, wind, rain, tides and geothermal heat—which are renewable (naturally replenished). Renewable energy technologies include solar power, wind power, hydroelectricity, micro hydro, biomass and biofuels.

Renewable Net Metering Producer : A Producer that operates on-site Distributed Generation of 20 kW or less that produces power by the use of renewable energy technology that exclusively relies on an energy source that is naturally regenerated over a short time and derived directly from the sun, indirectly from the sun, or from moving water or other natural movements and mechanisms of the environment such as wind.

Stand-alone or isolated DG: A DG facility that is not connected in any way to the Cooperative’s facilities or to any other electric facilities that may or may not interconnect with the Cooperative’s facilities and provide electric energy to specific loads.

Synchronism: A system condition where the frequency, magnitude, and phase angle of two separate voltage waveforms from separate power sources match.

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System Emergency: A condition on the Cooperative's system which is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property.

Wholesale Producer: A Producer that operates a Power Generating Installation other than a Renewable Net Metering Producer.

A. **Power Production and Generation**

Sections 341A-341E of this tariff apply to the interconnection and parallel operation of all qualifying power generating installations with the purpose of selling wholesale electricity to the Cooperative or to shave load, as well as electric service to such generating installations. Any member owning or operating a qualifying Power Generating Installation shall be referred to as "Producer". It is the intent of the Cooperative to encourage and allow Producers to install Distributed Generation provided the Producer's Distribution facility does not adversely affect the Cooperative. If any part of these sections shall be in conflict with any other provision of this tariff, these sections shall control. By agreement, the Cooperative and Producer may establish additional or different terms, conditions, or rates for the sale or purchase of electricity.

B. **Obtaining Interconnection**

Any Producer desiring to interconnect with the Cooperative's system shall meet the following requirements. These requirements are conditions precedent to any obligation of the Cooperative to interconnect or provide any form of electric utility service.

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1. **Comply with the Tariff** -- Producer must meet all Cooperative membership and service requirements, apply for interconnection by completing an Application for Operation of Member Owned Generation (the form of which is contained in the Cooperative's DG Manual), provide an easement satisfactory to the Cooperative (if required by the Cooperative) and otherwise comply with the tariff of the Cooperative.

2. **Provide Information** – At least six (6) weeks in advance of the date that interconnection is desired; Producer shall submit a plan showing the electric design of the generating installation including interconnection requirements, size, operational plans, and equipment for interconnection with the Cooperative's system. Producer shall also provide such additional information as may be required by the Cooperative. In the event the Producer's plan involves the use of non-standard equipment or design techniques, the Cooperative may require such plan be approved by a registered professional engineer at Producer's expense.

Any review or acceptance of such plan by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of Producer's equipment to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability or reliability of generating installations.

3. **Pay for Extension of Cooperative's Facilities** -- Producer shall comply with conditions for extensions of the Cooperative's distribution system as may be determined by the Cooperative in accordance with the following extension policy:

If an extension of Cooperative's distribution system is required for sale or receipt of electric energy to or from a generating installation, whether or not in conjunction with another use, the Cooperative shall exercise prudent judgment in determining the conditions under which

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such extension will be made. Each case shall be viewed individually considering (1) cost to provide service, (2) longevity of the load, (3) annual load factor, (4) possibility of other loads developing along the proposed line extension, (5) longevity, capacity, and dependability of power to be received by the Cooperative, (6) anticipated annual revenue, and (7) compatibility with planned system improvements.

The Cooperative may require Producer to pay a contribution-in-aid-of-construction that equals the amount of material and labor necessary to construct electric facilities to Producer and/or modifications to Cooperative's distribution system required as a result of Producer's equipment. The Cooperative may also require Producer to pay in advance for an Engineering Study to be conducted by the Cooperative's Engineering Consultant that will determine what if any modifications are required to the Cooperative's distribution system to accommodate Producer's equipment. If necessary, this Engineering Study will take a minimum of four (4) weeks.

4. **Provide Liability Insurance** -- Producer shall furnish a certificate from Producer's insurance carrier showing liability insurance satisfactory to the Cooperative including contractual liability insurance covering indemnity agreements, which insures Producer against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation and maintenance of the Producer's generating equipment. The amount of such insurance coverage shall be at least \$1,000,000.00 per occurrence. The certificate shall also provide that the insurance policy will not be changed or cancelled during its term without thirty (30) days written notice to the Cooperative. The Cooperative is to be a named an additional insured.

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5. **Sign Contract** -- Producer shall sign and deliver to the Cooperative an Agreement for Interconnection and Parallel Operation (the form of which is contained in the Cooperative's DG Manual).

6. **Complete Construction** -- Producer shall construct the power generating installation and install a disconnect switch and other protective equipment as may be required by the Cooperative to protect its personnel, facilities, and operations.

7. **Comply with Laws, Policies, Standards, and Specifications** -- Producer shall comply with Federal, State, and local laws, ordinances and regulations applicable to power generating installations. The Producer is responsible for and must follow the Cooperative's tariffs, line extension policies, the policies and procedures of the Cooperative's Power Supplier where applicable, and the policies and procedures of the Cooperative's transmission service provider where applicable. The producer is responsible for and must follow the current *Institute of Electrical and Electronics Engineers (IEEE) 1547 Standard Guide for Distribution Generation Interconnection*, other applicable IEEE standards, the current National Electric Code (NEC) 690, and applicable ANSI standards.

8. **Notify Cooperative** -- Producer shall notify the Cooperative in writing at least two (2) weeks in advance of energizing the power generating installation and permit the Cooperative to inspect and test protective equipment.

9. **Eliminate Conditions Preventing Interconnection** -- In the event that it comes to the attention of the Cooperative that there are conditions preventing safe

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interconnection and proper parallel operation, it shall notify the Producer and Producer shall not interconnect and/or initiate parallel operation until such conditions are corrected and Producer has provided at least two (2) weeks written notice to the Cooperative.

The foregoing are conditions precedent to any obligation of the Cooperative to interconnect or provide any form of electric utility service.

C. **Parallel Operation**

1. **Installation** -- With the exception of the Cooperative's meter(s), the Producer shall own and be solely responsible for all expense, installation, maintenance, and operation of the power generating installation at and beyond the point where the Producer's conductors contact Cooperative's conductors. The Producer's generating installation shall be designed and installed in accordance with applicable codes, regulations and prudent engineering practice.

After completion of interconnection requirements and prior to initiation of service, the Cooperative will conduct a final inspection of the facilities and interconnection to the Cooperative's system. In the event that the interconnection does not pass the inspection, the project will be turned down and must be re-inspected following the necessary corrections. Upon satisfactory final inspection, the Cooperative will initiate service to the Producer. The Cooperative's final inspection is intended as a means to safeguard the Cooperative's facilities and personnel. The Producer acknowledges and agrees that any review and acceptance of such plans, specifications, and other information by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of the Producer's equipment or generating facility to perform its intended function.

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2. **Self Protected Generating Installation** -- The Producer will furnish, install, operate and maintain in good order and repair, all equipment necessary for the safe operation of the power generating installation in parallel with the Cooperative's electric distribution system. The equipment will have the capability to both establish and maintain synchronism with the Cooperative's system and to automatically disconnect and isolate the generating installation from the Cooperative's system in the event of an outage of the Cooperative or a malfunction of the power generating installation.

The Producer's power generating installation will also be designed, installed and maintained to be protected from normal and abnormal conditions in the Cooperative's electric distribution system. The conditions for which the power generating installation shall be self-protected shall include, but not be limited to: overvoltage, undervoltage, overcurrent, frequency deviation, lightning and faults. The self-protection will be compatible with the Cooperative's system protection arrangements and operating policies. Specialized protective functions may be required by the Cooperative when, in the sole judgment of the Cooperative, the particular generating installation characteristics and/or distribution system characteristics so warrant.

3. **Quality of Service** -- Producer's generating installation will generate power at the nominal voltage of the Cooperative's electric distribution system at the Producer's delivery point as defined by ANSI C84.1 and at the nominal system frequency of 60 Hz within the tolerances as defined by IEEE 1547. Producer shall generate at a power factor that is as near one hundred percent (100%) as is practicable but not leading (greater than 100%). In the event that the power factor is less than ninety-seven percent (97%) lagging or greater than unity (100%), the Producer will provide proper power factor correction or reimburse the Cooperative for the cost of any necessary correction.

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The overall quality of the power provided by Producer including, but not limited to, the effects of harmonic distortion, voltage regulation, voltage flicker, switching surges and power factor, will be such that the Cooperative's electric distribution system is not adversely affected in any manner. In the event that adverse effects are caused in whole or in part by Producer's power generating installation, the Producer will correct the cause of such effects or reimburse the Cooperative for the cost of any required correction.

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

4. **Safety Disconnect** -- A Renewable Net Metering Producer shall install, at Producer's expense, inverters with specifications and test standards UL 1741-1999 (or latest version) to provide isolation. In addition, a main disconnect switch will be installed by the Producer to provide a means of disconnection.

A Wholesale Producer, or at the Wholesale Producer's option, the Cooperative, shall provide and install, at the Wholesale Producer's expense, a visible, remotely SCADA-controlled, motor-operated, air-break disconnect switch, a radio for remote communication to the Cooperative Control Center, and remote terminal unit (RTU) compatible to the Cooperative SCADA.

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For all interconnected systems, the disconnect switch will be located so as to be readily accessible to Cooperative personnel in a location acceptable to both the Producer and the Cooperative. It shall be the type of switch which can be secured in an open position by a Cooperative padlock. The Cooperative shall have the right to lock the switch open whenever, in the judgment of the Cooperative, (1) it is necessary to maintain safe electrical operating maintenance conditions, (2) the Producer's power generating installation adversely affects the Cooperative's electric distribution system, or (3) there is a system emergency or other abnormal operating condition which warrants disconnection.

The Cooperative reserves the right to operate the disconnect switch for the protection for the Cooperative's system even if it affects Producer's power generating installation. In the event the Cooperative opens and closes the disconnect switch, it shall not be responsible for energization or restoration of parallel operation of the generating installation. The Cooperative will make reasonable efforts to notify the Producer in the event the disconnect switch has been operated. The Producer will not bypass the disconnect switch at any time for any reason.

5. **Access** -- Persons authorized by the Cooperative will have the right to enter the Producer's property for the purpose of operating or inspecting the disconnect switch or metering. Such entry onto the Producer's property may be without notice. If the Producer erects or maintains locked gates or other barriers, the Producer will furnish the Cooperative with convenient means to circumvent the barrier for access to the disconnect switch and meter(s).

6. **Modifications of Cooperative System** -- In the event that it is necessary at the time of initial interconnection or at some future time for the Cooperative to modify its

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electric distribution system in order to purchase or continue to purchase Producer's output, the Producer will reimburse the Cooperative for all just and reasonable costs of modifications which are allocable to the Producer's Power Generating Installation.

The modifications may include, but are not limited to, special interconnection equipment, protective devices, control devices and/or upgrading of distribution system components. In addition, in the event the Cooperative at any time in the future changes primary voltage of facilities serving the generating facility such that metering equipment, transformers, and/or any other Producer-owned equipment must be changed to continue receiving service at the new primary voltage level, the full cost of the change will be borne by the Producer.

- Liability for Injury and Damages** -- Producer assumes full responsibility for electric energy furnished to same, at and past, the point of interconnection. Producer also will indemnify the Cooperative against, and hold the Cooperative harmless from, all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Producer arising from electric power and energy delivered by Cooperative or in any way arising directly or indirectly from Producer's generating installation except (1) when the negligence of Cooperative or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Producer or to employees of Producer or in the case of a residential Producer, to all members of the household; and (2) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by, or result in whole or in part from (a) any negligence of Cooperative or its agent(s), independent of and unrelated to the maintenance of Cooperative's facilities or any condition on Producer's premises or (b) the breach by Cooperative of any

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provision of any contract regarding purchase and/or sale of electrical energy or service between Cooperative and Producer.

The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, voltage, and direct or waveform fluctuations occasioned by causes reasonably beyond the control of the Cooperative, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction.

For claims resulting from failures, interruptions, or voltage and waveform fluctuations occasioned in whole or in part by the negligence of the Cooperative, or its agent(s), the Cooperative shall be liable only for that portion of the damages arising from personal injury, death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximity caused by the negligent acts of the Cooperative or its agent(s). The Cooperative shall not be liable in any event for consequential damages.

8. **Metering** -- Any necessary meters or meter modification will be installed, maintained and operated by the Cooperative at the Producer's expense.

A connection will be provided for the meter(s) at the Producer's expense in a location that is acceptable to both the Cooperative and the Producer. The Cooperative may, at its own expense, supply, install and maintain load research metering for the purpose of monitoring and evaluating the Producer's generating installation.

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The Cooperative shall specify, install and own all metering equipment. The facility will be metered by one of the following methods, at the sole discretion of the Cooperative:

- a. Installing a single meter which runs forward and backward
or
- b. Installing one meter with two registers, each measuring the flow of energy in a single direction
or
- c. Install two meters; one measuring energy delivered by the Cooperative and one measuring energy from the Producer.

The meter(s) will, by comparison with accurate standards, be tested and calibrated as often as necessary. The Producer or the Cooperative may reasonably request such tests, and shall be given notice of not less than five (5) working days when such tests are to be made. Both the Producer and the Cooperative will have the right to be present at such tests. If a meter is found to be inaccurate, it shall be restored to an accurate condition or replaced. If the tests disclose that no unacceptable inaccuracies exist in the meter(s), then the party requesting the tests shall bear the expense of the tests. A report of the results of any tests shall be furnished promptly by the party making such tests to the other party. Any meter(s) registering a deviation of not more than two percent (2%) from normal shall be deemed accurate. The readings of any meter(s) which have been inaccurate shall be corrected according to the percentage of inaccuracy as determined by the tests for a period of no more than ninety (90) days prior to the tests. If any meter fails to register for any period, the facility output during such period shall be estimated in the best manner possible as agreed upon by the Cooperative and the Producer.

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9. **Notice of Change in Installation** -- Producer will notify the Cooperative in writing fourteen (14) days in advance of making any change affecting the characteristics, performance, or protection of the generating installation. If it comes to the Cooperative's attention that the modification will create or has created conditions which may be unsafe or adversely affect the Cooperative's system then it shall notify Producer and Producer shall immediately correct such condition.

10. **Insurance** -- Producer shall continue to maintain insurance as required by the Cooperative prior to interconnection and shall provide proof of such insurance to the Cooperative at least annually. Failure to provide insurance as required in this tariff will subject the members DG system to immediate disconnection from the Cooperative's electrical system.

11. **Disconnection of Service** -- The Cooperative may at its sole discretion discontinue the interconnection of Power Generating Installations due to reasons such as safety concerns, reliability issues, power quality issues, breach of interconnection contract, or any other reasonable issue.

D. **Sales to Producers**

Producer's rate classification shall be designated by the Cooperative in accordance with the availability and type of service provisions in its rate schedules for all service. The Cooperative shall bill the Producer for the full energy used by the Producer during each billing period according to the Cooperative's applicable retail rate schedule.

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E. **Purchases from Producer**

1. **Purchases from Producer**

- a. The Cooperative will pay a Renewable Net Metering Producer for all the metered kWh output from the Renewable Net Metering Producer above and beyond that used by the Renewable Net Metering Producer once a year. The Cooperative will pay all Renewable Net Metering Producers (if applicable) in January for the previous calendar year. The price paid by the Cooperative will be the average price paid by the Cooperative for wholesale power during the previous calendar year.

 - b. The Cooperative will pay a Wholesale Producer on a monthly basis for the energy supplied by the Wholesale Producer to the Cooperative. The rate paid by the Cooperative to the Wholesale Producer that owns a Qualifying Facility shall be the Cooperative's avoided cost of wholesale power for generation. The rate paid by the Cooperative to the Wholesale Producer that does not own a Qualifying Facility shall be a negotiated rate.
2. **Refusal to Purchase** -- The Cooperative may, at certain times and as operating conditions warrant, reasonably refuse to accept part or all of the output of the Producer's facility. Such refusal shall be based on system emergency constraints, special operating requirements, changes in wholesale generation contractual requirements, and adverse effects of the Producer's facility on the Cooperative's system or violation by the producer of the terms of the Agreement for

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Interconnection and Parallel Operation. The Cooperative shall not be required to make any purchases that will cause the Cooperative to no longer be in compliance with any applicable contracts or all-power contract requirements with the Cooperative's power supplier(s).