



GREENEVILLE ENERGY AUTHORITY
INTERCONNECTION & PARALLEL OPERATION AGREEMENT
FOR RENEWABLE GENERATION OPERATING IN TVA APPROVED PROGRAMS AND
NON-TVA PROGRAM INSTALLATIONS

This Interconnection Agreement (“**AGREEMENT**”) is made and entered into this the _____ day of _____, 20____, by **GREENEVILLE ENERGY AUTHORITY**, herein after referred to as Local Power Company (**LPC**), a corporation organized under the Town of Greeneville and the laws of Tennessee, and _____ who has executed a participation agreement under a TVA-approved generation program and hereinafter referred to as “**Participant**”, and

WHEREAS, the Participant has requested interconnection services from LPC in order to self-generate and/or sell the output of renewable generation that is owned by the Participant or a third party (see attached Application for Interconnection) at the Participant’s presently metered location which is:

_____.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. SCOPE OF THE AGREEMENT

1.1 This AGREEMENT is applicable to conditions under which the LPC and the Participant agree that one or more generating systems and all related interconnection equipment (described in the Application for Interconnection of Distributed Generation and attached to this AGREEMENT and hereinafter referred to as “**Qualifying System**”) located at Participant’s presently metered location with power rating of _____kW and to be interconnected at _____kV may be interconnected to the LPC’s electric power distribution system (“**System**”). Execution of this AGREEMENT allows the Participant to proceed with procurement and installation of the system, **but Participant is not allowed to proceed with parallel operation until LPC has received a completed State of Tennessee electrical inspection, all third party requirements for electric service have been met (such as a Certificate of Occupancy when required), LPC has conducted an onsite inspection and witnessed any required commissioning tests or waived such tests, and LPC has given Participant written authorization to proceed with parallel operation.**

2. ESTABLISHED POINT OF DELIVERY

2.1 The point where the electric energy first leaves the wires or facilities owned by the LPC and enters the wires or facilities provided by Participant is the “**Point of Interconnection.**” LPC and Participant agree to interconnect the Qualifying System at the Point of Interconnection in accordance with the LPC’s rules, regulations, by-laws, and rates (the “**Rules**”) which are incorporated herein by reference, and the generator and all related interconnection equipment will comply with the LPC’s Distributed Generation Interconnection Procedures.



3. GENERAL RESPONSIBILITIES OF THE PARTIES

- 3.1 LPC has reviewed the proposed Qualifying System and related equipment as described in the Application for compliance with the LPC's Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:
- 3.1.1 The Qualifying System has been certified as meeting the applicable codes and standards and has passed the Fast Track Screening Process, for Renewable Generation, or
- 3.1.2 LPC, in agreement with Participant, has conducted additional engineering evaluations or detailed impact studies and any necessary System upgrades or changes identified by these additional studies have been implemented, and Participant has paid for such changes where necessary.
- 3.2 Participant shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules, and environmental restrictions, including the latest version of the National Electrical Code applicable to the design, installation, operation and maintenance of its Qualifying System as well as all rules, regulations, and standards imposed by the Tennessee Valley Authority ("TVA").
- 3.3 The Participant shall provide Local Building Code **official inspection and certification** of installation forms to the LPC. The certification shall reflect that the code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
- 3.4 After installation, the Participant shall notify the LPC and return the Certificate of Completion to the LPC. Prior to parallel operation, the LPC may inspect the Qualifying System for compliance with standards which include a witness test. **LPC must provide written authorization before Participant can begin parallel operation.**
- 3.5 Participant shall conduct operations of its Qualifying System in compliance with all aspects of the Rules and in accordance with industry standard prudent engineering practice, and must comply with the latest version of IEEE 519.
- 3.6 The Participant shall be responsible for protecting its renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the System in delivering and/or restoring power; and shall be responsible for ensuring that the Qualifying System is inspected, maintained, and tested on an ongoing basis in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. LPC will have the right to requests and receive copies of the test results.
- 3.7 Participant must utilize a contractor that has the North American Board of Certified Energy Practitioners (NABCEP) Certification Level for solar PV and wind system.
- 3.8 Participant must utilize either a supply side generation delivery setup (TVA Option-1) or load side generation delivery setup (TVA Option-2) and provide to the LPC a basic diagram of this setup.



4. INSPECTION AND ON-GOING COMPLIANCE

4.1 LPC will provide Participant with as much notice as reasonably practicable; either in writing, email, facsimile, or by phone as to when LPC may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, LPC shall have the access to the Participant's premises. For the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary to meet the LPC's legal obligation to provide service to its customers, TVA may inspect any Qualifying System in addition to the LPC inspection.

5. MANUAL DISCONNECT SWITCH

5.1 Participant must install a manual, lockable, visible load break disconnect switch between the Qualifying System and the LPC's system marked "**Participant Generation Disconnect**". This disconnect shall be mounted separate from, but adjacent to, the LPC's meter socket. The participant shall ensure that such manual disconnect switch shall remain readily accessible to LPC, and be capable of being locked in the open position with a single LPC utility padlock. A permanent, weatherproof single line diagram of the facility must be located adjacent to the disconnect switch. Names and current telephone numbers of at least two persons authorized to provide access to the facility that have authority to make decisions regarding the interconnection and operation of the Qualifying System will be included.

6. DISCONNECTION / RECONNECTION

6.1 LPC may open the manual disconnect switch or disconnect the Participant's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Qualifying System, without prior notice to the Participant. To the extent practicable, however, prior notice shall be given. If prior notice is not given, LPC shall at the time of disconnection leave a door hanger notifying the Participant that its Participant-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. As soon as practicable after the condition(s) necessitating disconnection has been remedied, LPC will unlock the disconnect switch so Participant may reenergize the Qualifying System.

6.2 LPC has the right to disconnect the Participant-owned renewable generation at any time. Some examples that may require disconnect are:

6.2.1 Emergencies or maintenance requirements on LPC's system;

6.2.2 Hazardous conditions existing on LPC's system due to the operation of the Participant's generating or protective equipment as determined by LPC; and

6.2.3 Adverse electrical effects, such as power quality problems, on the electrical equipment of LPC's other electric customers caused by the Participant-owned renewable generation as determined by LPC.



7. MODIFICATIONS/ADDITIONS TO PARTICIPANT-OWNED RENEWABLE GENERATION

7.1 If the Qualifying System is subsequently modified in order to increase or decrease its gross power rating or any components are changed, the Participant must provide LPC with written notification that fully describes the proposed modifications at least sixty (60) calendar days prior to making the modifications. LPC has the right to accept or deny the request of the proposed modifications. If request is accepted by LPC, the Participant must follow the Interconnection Procedures and adhere to the Interconnection Policy.

8. INDEMNITY

8.1 Participant agrees to release, indemnify, and save harmless LPC, TVA, the United States of America, and their respective agents, contractors, and employees from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, or loss of life or property, including costs of defense and attorney fees, sustained by Participant, Participant's agents and family, or third parties arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal defect, or failure of Participant's Qualifying System. The obligations of the Section 8.1 shall survive termination of this AGREEMENT. Nothing in this AGREEMENT shall serve to limit the participant's obligations under this Section 8.1, Indemnity.

9. ASSIGNMENT

9.1 The AGREEMENT shall not be assignable by either party without sixty (60) calendar days' notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

9.2 An assignee to this AGREEMENT shall be required to assume, in writing, the Participant's rights, responsibilities, and obligations under this AGREEMENT.

10. INSURANCE

10.1 LPC requires the following levels of Liability Insurance for Personal Injury and Property Damage during the entire term of this AGREEMENT. Prior to interconnection of the system the Participant shall furnish a properly executed certificate of insurance to Greeneville Energy Authority, clearly evidencing the required coverage. This certificate shall provide that the insurance coverage shall not be cancelled or modified unless the LPC receives at least (30) days prior written notice. Further, Participant shall replace such certificates for policies expiring during the period the Qualifying System is interconnected with LPC's system. If such insurance is not in effect, LPC has the right to refuse to establish or continue interconnection of the Participant's Qualifying System.

10.2 GEA should be listed as an additional insured on Participant's insurance policy.

10.3 Generation up to 15kW – Participant maintains an amount of not less than **\$300,000**.



10.4 Generation greater than 15kW but equal to or less than 50kW – Participant maintains an amount of not less than **\$1,000,000**.

10.5 Generation over 50kW – **Additional Insurance Requirements**.

11. EFFECTIVE TERM AND TERMINATION RIGHTS

11.1 This AGREEMENT becomes effective when executed by both Parties and shall continue in effect as long as the Participation Agreement between LPC and Participant of the Qualifying System is in effect. This AGREEMENT will be terminated immediately upon any violation of the National Electric Code or other published safety standards. LPC reserves the right to terminate the AGREEMENT if the Participant is non-compliant.

12. ENTIRE “AGREEMENT” AND PRIOR AGREEMENTS SUPERSEDED

12.1 This AGREEMENT, including the Rules, Participation Agreement executed by LPC and Participant, and all attached Exhibits, are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the Qualifying System of the Parties at the Point of Interconnection expressly provided for in this AGREEMENT. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein, in the Participant’s Application for Interconnection of Distributed Generation, past or present TVA Approved Program Agreements and/or Participation Agreements, or other written information provided by the Participant in compliance with the Rules.

13. INTERCONNECTION COST

13.1 The non-refundable and non-transferable **Interconnection Application Fee** to LPC covers only the application process for interconnection of each Qualifying System. Participant must pay fee in advance when making application. Additional fees should be paid to LPC in advance of Qualifying System expansion and/or Qualifying System transfer of property. If Participant has a solar PV and wind system at the same location, these are viewed as two separate Qualifying Systems.

13.2 Qualifying Systems equal to or less than 15kW - **\$500**.

13.3 Qualifying Systems of 16kW – 50kW - **\$1000**.

13.4 Existing Qualifying System upgrade expansion - **\$150**.

13.5 Existing Qualifying System transfer of property - **\$150**.



14. **SURPLUS GENERATION**

14.1 Generation in excess of the Participant's instantaneous usage that flows beyond the customer's point of interconnection with LPC and into the distribution system shall be referred to herein as Surplus Generation. **Surplus Generation is not eligible for purchase by LPC.**

15. **MISCELLANEOUS**

15.1 This AGREEMENT may be amended only by a written instrument executed by both Parties.

16. **NOTICES**

16.1 Notices given under this AGREEMENT are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) **If to LPC:**

Greeneville Energy Authority

Attention: CEO

110 North College Street

P.O. Box 1690

Greeneville, TN 37744-1690

(b) **If to Participant:**

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



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

GREENEVILLE ENERGY AUTHORITY:

BY: _____
(Signature)

TITLE: _____

DATE: _____

PARTICIPANT:

NAME: _____
(Printed)

(Signature)

TITLE: _____

DATE: _____