



GREENEVILLE ENERGY AUTHORITY
INTERCONNECTION & PARALLEL OPERATION AGREEMENT
FOR RENEWABLE GENERATION INSTALLATIONS

This Interconnection Agreement (“**AGREEMENT**”) is made and entered into this the _____ day of _____, 20____, by **GREENEVILLE ENERGY AUTHORITY**, herein after referred to as “**GEA**”, a Tennessee corporation, and _____ hereinafter referred to as “**Participant**”.

WHEREAS, the Participant has requested interconnection services from GEA for self-generation purposes and/or to 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

This **AGREEMENT** is applicable to conditions under which GEA 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 the “**Qualifying System**”) located at Participant’s presently metered location with power rating of _____kW and to be interconnected at _____kV to GEA’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 GEA has received proper documentation of an approved State of Tennessee electrical inspection and that all third party requirements for electric service have been met (such as a Certificate of Occupancy when required), GEA has conducted an onsite inspection and witnessed any required commissioning tests or waived such tests, and GEA has given Participant written authorization to proceed with parallel operation.**

2. ESTABLISHED POINT OF DELIVERY

The point where the electric energy first leaves the wires or facilities owned by GEA and enters the wires or facilities provided by Participant is the “**Point of Interconnection.**” GEA and Participant agree to interconnect the **Qualifying System** at the **Point of Interconnection** in accordance with GEA’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 GEA’s **Distributed Generation Interconnection Procedures.**



3. GENERAL RESPONSIBILITIES OF THE PARTIES

- 3.1 GEA has reviewed the proposed Qualifying System and related equipment as described in the Application for compliance with GEA'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 GEA, 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 the Qualifying System as well as all rules, regulations, and standards imposed by GEA and/or the Tennessee Valley Authority ("TVA").
- 3.3 The Participant shall provide GEA official certification that reflect all appropriate code official have inspected and certified that the installation was permitted, has met all the requirements of Section 3.2, and has been approved.
- 3.4 After installation, the Participant shall notify GEA and return the Certificate of Completion to GEA. Prior to parallel operation, GEA may inspect the Qualifying System for compliance with standards which include a witness test. **GEA 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. GEA 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 GEA a basic diagram of this setup.

4. **INSPECTION AND ON-GOING COMPLIANCE**

GEA will provide Participant with as much notice as reasonably practicable; either in writing, email, facsimile, or by phone as to when GEA 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, GEA 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 GEA's legal obligation to provide service to its customers. If the Qualifying System is part of a TVA program, TVA may inspect any Qualifying System in addition to GEA inspection.

5. **MANUAL DISCONNECT SWITCH**

Participant must install a manual, lockable, visible load break disconnect switch between the Qualifying System and GEA's system marked "**Participant Generation Disconnect**". This disconnect shall be mounted separate from, but adjacent to, GEA's meter socket. The participant shall ensure that such manual disconnect switch shall remain readily accessible to GEA and be capable of being locked in the open position with a single GEA 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 GEA 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, GEA 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, GEA will unlock the disconnect switch so Participant may reenergize the Qualifying System.

6.2 GEA 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 GEA's system;



- 6.2.2 Hazardous conditions existing on GEA's system due to the operation of the Participant's generating or protective equipment as determined by GEA; and
- 6.2.3 Adverse electrical effects, such as power quality problems, on the electrical equipment of GEA's other electric customers caused by the Participant-owned renewable generation as determined by GEA.

7. **MODIFICATIONS/ADDITIONS TO PARTICIPANT-OWNED RENEWABLE GENERATION**

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 GEA with written notification that fully describes the proposed modifications at least sixty (60) calendar days prior to making the modifications. GEA has the right to accept or deny the request of the proposed modifications. If request is accepted by GEA, the Participant must follow the Interconnection Procedures and adhere to the Interconnection Policy.

8. **INDEMNITY**

Participant agrees to release, indemnify, and save harmless GEA, 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 shall survive termination of this AGREEMENT. Nothing in this AGREEMENT shall serve to limit the participant's obligations under this Section 8, 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 GEA 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 GEA 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 GEA's system. If such insurance is not in effect, GEA 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 for all installations whose generation is greater than 15kW.
- 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 Apply - as reflected on the attached exhibit.**

11. **EFFECTIVE TERM AND TERMINATION RIGHTS**

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

12. **ENTIRE "AGREEMENT" AND PRIOR AGREEMENTS SUPERSEDED**

This AGREEMENT, including the Rules, any Participation Agreement executed by GEA 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 GEA covers only the application process for interconnection of each Qualifying System.



Participant must pay the fee in advance when making application. Additional fees are payable to GEA in advance of expansion and/or transfer of the Qualifying System. 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 Qualifying Systems greater than 50kW – **In the amount set forth on the attached exhibit.**
- 13.5 Existing Qualifying System upgrade expansion - **\$150.**
- 13.6 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 GEA and into the distribution system shall be referred to herein as Surplus Generation. **Surplus Generation is not eligible for purchase by GEA.**
- 14.2 Participant’s Surplus Generation incident to Participant’s participation in a TVA program shall be subject to the applicable Participation Agreement.
- 14.3 Participant’s compliant Surplus Generation unrelated to Participant’s participation in a TVA program shall become the property of GEA in consideration for the interconnection rights set forth in this AGREEMENT; Participant’s noncompliant Surplus Generation shall remain the property and responsibility of Participant notwithstanding the transmission, use, metering, or sale of such noncompliant Surplus Generation by GEA. The use and/or proceeds from the sale of such noncompliant Surplus Generation by GEA shall be deemed liquidated damages to GEA for GEA’s damages that cannot be otherwise practically ascertained or quantified.

15. **MISCELLANEOUS**

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

16. **NOTICES**

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 GEA:**

Greenville 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: _____