

Dickson Electric System Interconnection and Parallel Operation Agreement for Customer Generation

This Interconnection Agreement (“Agreement”) is made and entered into this _____ day of _____, 20_____, by Dickson Electric System, (“Distributor”), a public utility, and _____ hereinafter referred to as Participant, and

WHEREAS, the Participant has requested interconnection services to self-generate or sell the output of 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:

This Agreement does not create any obligation of the distributor or the distributor’s power supplier, Tennessee Valley Authority (“TVA”), to purchase energy resulting from this interconnection, nor does this Agreement give the Participant the right to sell energy resulting from this interconnection to any other entity.

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

1. Scope of Agreement

- 1.1.** This Agreement is applicable to conditions under which the Distributor 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 gross power rating of _____ kW and to be interconnected at _____ kV may be interconnected to the Distributor’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 Distributor has received a completed Certificate of Completion, Distributor has conducted an onsite inspection and witnessed any required commissioning test or waived such test, and has given Participant written authorization to proceed with parallel operation.

2. Establishment of Point of Interconnection

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

3. General Responsibilities of the Parties

Distributor has reviewed the proposed generation and related equipment as described in the Application for compliance with Distributor’s Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:

- 3.1.** Distributor 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.
- 3.3.** The Participant shall provide Local Building Code Official inspection and certification of installation forms to the Distributor. 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.** Prior to parallel operation, the Distributor will inspect the Qualifying System for compliance with standards which may include a witness test. The participant shall NOT begin parallel operation until the Distributor provides authorization.
- 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 1547.
- 3.6.** The Participant shall be responsible for protecting its 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 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. Distributor will have the right to request and receive copies of the test results.

4. Inspection and Ongoing Compliance

- 4.1.** Distributor will provide Participant with as much notice as reasonably practicable, either in writing, email, facsimile or by phone, as to when Distributor 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, Distributor shall have 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 Distributor's legal obligation to provide service to its customers.

5. Manual Disconnect Switch

- 5.1.** Participant must install a manual, lockable, visible load break disconnect switch between the generation source and the Distributor's system that is visibly marked "Participant Generation Disconnect." The disconnect shall be mounted separate from but adjacent to the Distributor's meter socket. The Participant shall ensure that such manual disconnect switch shall remain readily accessible to Distributor and be capable of being locked in the open position with a single Distributor 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.** Distributor 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, Distributor shall at the time of disconnection leave a door hanger notifying the Participant that its Participant-owned generation has been disconnected, including an explanation of the condition necessitating such action. As soon as practicable after the condition(s) necessitating disconnection has(have) been remedied, Distributor will unlock the disconnect switch so Participant may reenergize the Qualifying System. The Distributor may require an inspection of the modified system before unlocking the disconnect switch.
- 6.2.** Distributor has the right to disconnect the Participant-owned generation at any time. Some examples of situations that may require disconnect are:
 - 6.2.1.** Emergencies or maintenance requirements on Distributor's system;
 - 6.2.2.** Hazardous conditions existing on Distributor's system due to the operation of the Participant's generating or protective equipment as determined by Distributor;
 - 6.2.3.** Adverse electrical effects, such as power quality problems on the electrical equipment of Distributor's or other electric consumers caused by the Participant-owned generation as determined by Distributor;
 - 6.2.4.** Failure to pay the distributor for costs associated with the participant's system
 - 6.2.5.** Unauthorized alterations to the participant's system from the original installation of the system.

7. Modifications/Additions to Participant-owned 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 Distributor with written notification that fully describes the proposed modifications at least thirty (30) calendar days prior to making the modifications.
- 7.2.** Distributor has the right to accept or deny the request of the proposed modifications. Distributor shall review such modifications to determine if Distributor needs to modify its interconnection facilities, and any cost incurred in the review or system modification shall be borne by the Participant. Participant may, at its own risk, proceed with procurement and installation of such modifications, but Participant is not allowed to proceed with parallel operation until LPC has conducted an onsite installation verification, and witnessed any required commissioning test or waived such test, and has given Participant written authorization to proceed with parallel operation of the modified system.

8. Indemnity

- 8.1.** Participant agrees to release, indemnify, and save harmless Distributor, TVA, the United States of America, and their respective agents and employees from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, or loss of life or property, 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 this section 8.1 shall survive termination of this agreement.

9. Assignment

- 9.1.** The Interconnection Agreement shall not be assignable by either party without thirty (30) 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 Interconnection Agreement shall be required to assume in writing the Participant's rights, responsibilities, and obligations under this Interconnection Agreement.

10. Insurance

- 10.1.** Distributor requires the following levels of Liability Insurance for Personal Injury and Property damage during the entire term of this Interconnection Agreement.
- 10.2.** Generation up to 10 kW – Participant maintains an amount of not less than \$100,000.
- 10.3.** Generation greater than 10 kW but equal or less than 50 kW – Participant maintains an amount of not less than \$500,000.

11. Billing and Payment

- 11.1.** Participant is responsible for Distributor's costs (whether actual or flat fees), including applicable overheads that Distributor incurs due to Participant's interconnection and parallel operation of the Qualifying System. These costs include, without limitation, the cost of system impact studies, installation verifications, reviews and all other additional facilities required by Distributor to interconnect the Qualifying System, and Distributor's System reconfiguration, upgrades, and modifications.
- 11.2.** Upon receipt of sufficient information from Participant, Distributor shall provide to Participant a good faith estimate of such interconnection costs, indicating what costs are upfront costs ("Upfront Interconnection Costs") and what costs (if any) are recurring, periodic charges ("Periodic Interconnection Costs").
- 11.3.** Participant shall remit to Distributor the full amount equal to such good-faith estimate of the Upfront Interconnection Costs, before Distributor begins incurring costs and before Participant interconnects or begins parallel operation of the Qualifying System. If the total actual Upfront Interconnection Costs incurred by Distributor exceed the good-faith estimate paid by Participant, Distributor shall promptly submit to Participant a written invoice for the excess amount, which amount Participant shall promptly pay. Once Distributor has begun incurring any Periodic Interconnection Costs, Distributor shall bill Participant for such costs, which costs Participant shall promptly pay. Upon request, Distributor shall provide to Participant documentation explaining the basis for such costs.

12. Effective Term and Termination Rights

This Agreement becomes effective when executed by both Parties and shall continue in effect as long as:

- 12.1.** The Qualifying System is capable of operation and connected to the Distributor's system
- 12.2.** The Qualifying System is compliant to the Distributor's interconnection requirements
- 12.3.** This Agreement will be terminated immediately upon the removal of the generation system.

13. Entirety of Agreement and Prior Agreements Superseded

- 13.1.** This Agreement, including the Rules, of the Agreement executed by Distributor and Participant, and all attached Exhibits 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, Certificate of Completion, or other written information provided by the Participant in compliance with the Rules.

14. Notices

14.1. Notices given under this Agreement are deemed to have been duly delivered if hand delivered, sent via email, sent by United States certified mail (return receipt requested for all methods of notification):

(a) Address if mailed to Distributor:

Dickson Electric System

236 Cowan Rd, Dickson, TN 37055

Email: customergeneration@dicksonelectric.com

(b) If to Participant:

Email: _____

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.

(Distributor)

(Participant Name)

DICKSON ELECTRIC SYSTEM

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____