

**FORT LOUDOUN ELECTRIC MEMBERSHIP COOPERATIVE  
INTERCONNECTION AGREEMENT FOR SMALL GENERATION (LESS THAN 1 MW)**

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This INTERCONNECTION AGREEMENT FOR SMALL GENERATION (LESS THAN 1 MW), (the "Agreement"), is entered into as of \_\_\_\_\_, 20\_\_, (the "Effective Date"), by and between \_\_\_\_\_, hereinafter called "Member", and Fort Loudoun Electric Cooperative, hereinafter called "Cooperative". Member and Cooperative are hereinafter collectively referred to as the "Parties" or individually as "Party". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

**1. SCOPE OF AGREEMENT:**

- (a) This Agreement relates solely to the conditions under which Cooperative and Member agree that Member's generation system and equipment, hereinafter the "Generator", located at Sta# \_\_\_\_\_, Account# \_\_\_\_\_, 911 Address: \_\_\_\_\_ may be interconnected to and operated in parallel with Cooperative's electric system. This Agreement does not authorize Member to export power or constitute an agreement to purchase or wheel Member's power. Other services that Member may require from Cooperative shall be covered under separate agreements.
- (b) Cooperative will supply the electrical requirements of Member that are not supplied by Member's Generator. Such electric service shall be supplied to Member under Cooperative's rates schedules, riders, and services regulations applicable to Member's class of service.

**2. INTERCONNECTION COST:** The cost to Member for all Cooperative owned and maintained facilities constructed and/or installed by Cooperative to accommodate the interconnection and safe operation of Member's Generator in parallel with Cooperative's electric system shall be determined by the Cooperative in accordance with prudent utility practice.

**3. INSTALLERS CERTIFICATION REQUIREMENT:** The contractor must be a TN Licensed Electrical Contractor (CE) and be certified by the North American Board of Certified Energy Practitioners (NABCEP). As required by the Cooperative's Professional Engineer on staff, the contractor must provide one line diagrams and/or any other information as described in **Application for Operation of Customer- Owned Generation, Exhibit 1**.

**4. INTERCONNECTION:**

- (a) Cooperative hereby authorizes Member to interconnect and commence operation under the terms of this Agreement on or after \_\_\_\_\_, subject to Member having received Cooperative's written acceptance specified in 2. (f) below.
- (b) Member's Generator must be manufactured, installed and operated in accordance with governmental and industry standards and shall be installed as described in the Cooperative approved **Exhibit 1**.
- (c) The nameplate output of the Generator is \_\_\_\_ kW in the form of \_\_\_\_\_ phase, \_\_\_\_\_ wires, alternating current of 60 hertz frequency and at \_\_\_\_\_ volts.
- (d) The point of interconnection between Member and Cooperative hereunder will be on the source side of the Member's existing meter base.
- (e) Member shall not interconnect Member's Generator with Cooperative's electric system nor commence parallel operation of Member's Generator until both Parties have accepted this Agreement and the requirements for interconnection stated in the Interconnection Standard

have been met. Cooperative shall have the right and opportunity to have representatives present at the initial testing of Member's protective apparatus. Member shall notify Cooperative 15 business days prior to the initial testing. In the event Member has interconnected Member's Generator without Cooperative's acceptance of this Agreement or the Generator has not met the requirements of the Interconnection Standard, Cooperative shall have the right to immediately isolate Member's premises and/or Generator from Cooperative's system until Cooperative's acceptance is granted and the requirements of the Interconnection Standard have been met.

- (f) Member shall not make any changes to the Generator output capacity and/or modification to the protection system required to meet the Interconnection Standard without first submitting a new Application for Operation of Customer-Owned Generation and obtaining a new acceptance from Cooperative before making the changes to the Generator.
- (g) **Warning Label:** Member will install a permanent warning label in a conspicuous place in close proximity to the electric meter or on the meter base to notify Cooperative personnel that there is a generator installed on the source side of the meter.

The warning label shall not be placed in a location that would interfere with the ability of Cooperative personnel to read the electric meter. Member shall also place a warning label on the Isolation Device. The warning labels must be in place before the Generator can be interconnected with Cooperative's system.

**5. MANUAL DISCONNECT SWITCH:** Member must install a manual, lockable, visible load break disconnect switch between the generation source and the Cooperative's system that is visibly marked "**Member Generation Disconnect**". The disconnect shall be mounted separate from but adjacent to the Cooperative's meter socket. The Member shall ensure that such manual disconnect switch shall remain readily accessible to Cooperative 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. RIGHT OF ACCESS AND EQUIPMENT INSTALLATION:**

- (a) **Access To Premises:** The duly authorized agents of Cooperative shall have the right of ingress and egress to the premises of Member at all reasonable hours, over the same general route as Member utilizes, for the purpose of reading meters, inspecting Cooperative's wiring and apparatus, changing, exchanging, or repairing its property on the premises of Member and to remove such property at the time of or at any time after the suspension of interconnection of the Generator or termination of this Agreement. Cooperative shall have access to Member's Isolation Device at all times.
- (b) Cooperative's obligation to provide the interconnection as covered in this Agreement on the agreed upon Effective Date is contingent upon Cooperative receiving the rights-of-way and receiving the necessary equipment in sufficient time to install it on or before that date.

**7. MAINTENANCE OF INTERCONNECTION FACILITIES:** Member shall maintain Member's Generator and all related Member-owned protective equipment and facilities in a safe and prudent manner, conforming to all applicable laws and regulations. Member shall reimburse Cooperative for any and all losses, damages, claims, penalties or liability Cooperative incurs as a result of Member's failure to maintain the Generator, equipment, and facilities in a safe and prudent manner or failure to obtain and/or maintain any governmental authorizations or permits required for construction and operation of Member's facility.

8. **DISCONNECTION OF GENERATOR:** Cooperative may isolate Member's premises and/or Generator from Cooperative's system when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of Cooperative's equipment or part of Cooperative's system; or if Cooperative determines that isolation of Member's premises and/or Generator from Cooperative's system is necessary because of emergencies, forced outages, Force Majeure or compliance with prudent electrical practices. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Cooperative shall have access to the Member's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet Cooperative's legal obligation to provide service to its customers. Notwithstanding any other provision of this Agreement, if at any time Cooperative determines that either the Generator may endanger Cooperative's personnel or other persons or property, or the continued operation of Member's Generator may endanger the integrity or safety of Cooperative's electric system, Cooperative shall have the right to isolate Member's premises and/or Generator from Cooperative's system. **It is agreed that Cooperative shall have no liability for any loss of sales or other damages, including all punitive and consequential damages for the loss of business opportunity, profits, or other losses, regardless of whether such damages were foreseeable, for the isolation of Member's premises and/or Generator from Cooperative's system per this Agreement.** Cooperative shall expend reasonable effort to reconnect the Member's premises and/or Generator with the Cooperative's system in a timely manner.
9. **PERMITS AND APPROVALS:** Member shall obtain all environmental, state electrical, and other permits required by governmental authorities prior to construction, installation, and interconnection of the Generator. Member shall also maintain these applicable permits and compliance with these permits during the term of this Agreement.
10. **INDEMNITY AND LIABILITY:**
- (a) **Limitation of Liability:** Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission hereunder, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, special, incidental, consequential, or punitive damages of any kind.
  - (b) **Indemnification:** Member agrees to release, indemnify, and save harmless Cooperative, 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 Member, Member'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 Member's Qualifying System. The obligations of this section shall survive termination of this agreement.
  - (c) The provisions of Section 10. (a) shall not be construed to relieve any insurer of its obligations to pay any claims in accordance with the provision of any valid insurance policy.
  - (d) If Member at any time fails to comply with the insurance provisions of this Agreement, Member shall, at its own cost, defend, save harmless and indemnify Cooperative, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of Cooperative, its contractors, its members, and/or the public to the extent that Cooperative would have been protected had Member complied with all such insurance provisions. The inclusion of this Section 10. (d) is not intended to create any express or implied right in Member to elect not to provide any such required insurance.

- (e) Member shall be responsible for installing and maintaining devices adequate to protect against damages caused by irregularities or outages on Cooperative's system, regardless of the cause or fault, including devices to protect against voltage fluctuations and single phasing.

**11. INSURANCE:**

- (a) Member shall obtain and retain, for as long as its Generator is interconnected with the Cooperative's system, liability insurance which protects Member from claims for bodily injury and/or property damage. For a non-residential Member the minimum coverage shall be comprehensive general liability insurance with coverage at least \$300,000 per occurrence and for a residential Member the minimum coverage shall be at a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence. Prior to interconnection of the Generator with Cooperative's system, **Member shall furnish a properly executed certificate of insurance to Cooperative clearly evidencing the required coverage and any exclusions applicable to such coverage.** The certificate shall provide that the insurance coverage shall not be canceled or modified unless and until Cooperative receives at least thirty (30) days prior written notice. Member shall further replace such certificates for policies expiring during the period its Generator is interconnected with Cooperative's system. Cooperative has the right to refuse to establish or continue the interconnection of Member's generation facility to Cooperative's system if such insurance is not in effect.
- (b) Insurance on the premises where the Member's Generator is located shall, by endorsement to the policy or policies, provide for thirty (30) days of written notice to Cooperative prior to cancellation, termination, alteration, or material change of such insurance.

**12. FORCE MAJEURE:** For purposes of this Agreement, Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other caused beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

**13. NON-WARRANTY:** Cooperative's approvals given pursuant to this Agreement or actions taken hereunder shall not be construed as any warranty or representation to Member or any third party regarding the safety, durability, reliability, performance or fitness of Member's generation and service facilities, its control or protective devices or the design, construction, installation or operation thereof.

**14. EFFECTIVE TERM AND TERMINATION RIGHTS:** This Agreement becomes effective when executed by both parties and shall continue in effect as long as the **Generation Partners Attachment A, Participation Agreement** between Cooperative (Distributor) and Member (Participant) is in effect. This Agreement will be terminated immediately upon the termination of the Generation Partners Attachment A, Participation Agreement. The Agreement may also be terminated in accordance with the following:

- (a) If Member desires to terminate the Agreement, Cooperative will agree to such termination if Cooperative is satisfied that Member no longer can operate Member's Generator in parallel with Cooperative's system at the premises and all bills for services previously rendered to Member, plus any applicable termination charges, have been paid. Cooperative may waive the termination charges if Cooperative has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to Cooperative for the interconnection to Cooperative for a term not less than the unexpired portion of Member's Agreement.

- (b) Cooperative, in addition to all other legal remedies, may either terminate the Agreement or suspend interconnection with Member (l) for any default or breach of Agreement by Member, (2) for failure to pay any applicable bills when due and payable, (3) for a condition on Member's side of the point of interconnection actually known by Cooperative to be, or which Cooperative reasonably anticipates may be, dangerous to life or property, (4) if Member either fails to energize the Generator within 12 months of the Effective Date of this Agreement or permanently abandons the Generator, or (5) by giving the Member at least sixty days notice in the event that there is a material change in an applicable rule or statute concerning interconnection and parallel operation of the Generator, unless the Member's installation is exempted from the change or the Member complies with the change in a timely manner. No such termination or suspension, however, will be made by Cooperative without written notice delivered to Member, personally or by mail, stating what in particular in the Agreement has been violated, except that no notice need to be given in instances set forth in 14. (b)(3) above. Failure to operate the Generator for any consecutive 12 month period after the Effective Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

**15. GENERAL:**

- (a) This Agreement and the attached Exhibit 1 are subject to changes or substitutions, either in whole or in part, made from time to time by Cooperative, and each Party to this Agreement reserves the right to seek changes or substitutions in accordance with law. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.
- (b) Headings: The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

**16. ENTIRETY OF AGREEMENT AND PRIOR AGREEMENTS SUPERSEDED:** This Agreement, including the Rules, the Generation Partners Attachment A, Participation Agreement executed by the Cooperative and Member, 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, Certificate of Completion, the Generation Partners Attachment A, Participation Agreement or other written information provided by the Member in compliance with the Rules.

**17. AMENDMENTS:** The Parties may amend this Agreement but such amendment may only be effective and enforceable if it is set forth in a written instrument signed by both Parties.

**18. ASSIGNMENT:** Member shall not assign its rights nor delegate its duties under this Agreement without Cooperative's written consent. Any assignment or delegation Member makes without Cooperative's written consent shall not be valid. Cooperative shall not unreasonably withhold its consent to Member's assignment of this Agreement. An assignee or new member must submit a new Application for Operation of Customer-Owned Generation to Cooperative and obtain Cooperative's written approval before any assignment shall occur. Member assumes the responsibility of ensuring a new member or assignee is aware the new member or assignee must re-apply and obtain Cooperative's written acceptance or the equipment must be removed or disabled to prevent future interconnection and/or operation.

19. **THIRD PARTIES:** This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party of this Agreement.
20. **GOVERNING LAW:** This Agreement shall be governed under laws of the State in which the interconnection between the facilities of Cooperative and Member, which is the subject hereof, is located.
21. **SEVERABILITY:** If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.
22. **WAIVER:** No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
23. **MEMBER CERTIFICATION:** By signing this Agreement below, Member hereby certifies that, to the best of Member's knowledge, all of the information provided in the Application for Operation of Customer-Owned Generation is true and correct, the Generator will comply with the Interconnection Standard, and that Member has received and reviewed this Agreement.

THIS AREA INTENTIONALLY LEFT BLANK

**24. ACCEPTANCE AND SIGNATURES:** Upon the acceptance hereof by Cooperative, evidenced by the signature of its authorized representative appearing below, this document shall be an Agreement for the interconnection of Member's Generator to Cooperative's system.

**Witness as to Member:**

\_\_\_\_\_ **Member**

By \_\_\_\_\_

Title \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**Address of Member:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Accepted: FORT LOUDOUN ELECTRIC COOPERATIVE**

By \_\_\_\_\_

Title \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**FORT LOUDOUN ELECTRIC COOPERATIVE**

**CONTACTS INFORMATION**

**MAKE READY ISSUES, PROJECT ISSUES, DROP ISSUES:**

**Shane Schaffer, Engineering Services Supervisor**

**423-884-2049 ext 111**

**423-295-5982, mobile**

**[Shane.Schaffer@flec.org](mailto:Shane.Schaffer@flec.org)**

**Mike Atkins, Senior Engineering Technician**

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**Cory Mills, Engineering Technician**

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**[Cory.Mills@flec.org](mailto:Cory.Mills@flec.org)**

**Chad Chambers, GIS Specialist**

**423-884-2049 ext 114**

**423-261-5880, mobile**

**[Chad.Chambers@flec.org](mailto:Chad.Chambers@flec.org)**

**OPERATIONAL ISSUES, EMERGENCY ISSUES:**

**Chad Kirkpatrick, P.E., Vice President of Operations & Engineering**

**423-884-2049 ext 120**

**865-207-8370, mobile**

**[Chad.Kirkpatrick@flec.org](mailto:Chad.Kirkpatrick@flec.org)**

**Tom Greene, Operations Manager**

**423-884-2049 ext 147**

**865-363-5967**

**[Tom.Greene@flec.org](mailto:Tom.Greene@flec.org)**

**FORT LOUDOUN ELECTRIC COOPERATIVE**  
**Application for Operation of Customer-Owned Generation**

**This application should be completed and returned to the Cooperative Member Service representative in order to begin processing the request.**

*INFORMATION: This application is used by the Cooperative to determine the required equipment configuration for the Customer interface. Every effort should be made to supply as much information as possible.*

**OWNER/APPLICANT INFORMATION**

Owner/Customer

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**PROJECT DESIGN/ENGINEERING (ARCHITECT) (as applicable)**

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**ELECTRICAL CONTRACTOR (as applicable)**

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**TYPE OF GENERATOR (as applicable)**

Photovoltaic \_\_\_\_\_ Wind \_\_\_\_\_ Microturbine \_\_\_\_\_

**ESTIMATED LOAD, GENERATOR RATING AND MODE OF OPERATION INFORMATION**

The following information is necessary to help properly design the Cooperative customer interconnection. This information is not intended as a commitment or contract for billing purposes.

Total Site Load \_\_\_\_\_ (kW)

Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_

Generator Rating \_\_\_\_\_ (kW) Annual Estimated Generation \_\_\_\_\_ (kWh)

Mode of Operation: Isolated \_\_\_\_\_ Paralleling \_\_\_\_\_ Power Export \_\_\_\_\_

**DESCRIPTION OF PROPOSED INSTALLATION AND OPERATION**

Give a general description of the proposed installation, including a detailed description of its planned location, the date you plan to operate the generator, the frequency with which you plan to operate it and whether you plan to operate it during on or off-peak hours.

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**ADDITIONAL INFORMATION**

*In addition to the items listed above, please attach a detailed one-line diagram of the proposed facility, all applicable elementary diagrams, major equipment, (generators, transformers, inverters, circuit breakers, protective relays, etc.) specifications, test reports, etc., and any other applicable drawings or documents necessary for the proper design of the interconnection. Also describe the project's planned operating mode (e.g., combined heat and power, peak shaving, etc.), and its address or grid coordinates.*

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**SIGN OFF AREA**

The customer agrees to provide the Cooperative with any additional information required to complete the interconnection. The customer shall operate his equipment within the guidelines set forth by the cooperative.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date