

# FPIA Renewable Energy and Interconnection Policy

Revision 0 Dated: April 5, 2022



## Overview

Prior to any renewable energy decision, it is recommended that you review this policy and contact the Fort Payne Improvement Authority (FPIA).

FPIA has an all-requirements contract to purchase all power from the Tennessee Valley Authority (TVA). TVA offers a variety of renewable energy solutions that allow FPIA to work with our customers interested in renewable energy options.

FPIA cannot purchase power from our customers. Customers interested in selling all or part of the excess power from distributed generation resources to TVA must be operating under TVA's Dispersed Power Production Program.

Below is the current list of programs that TVA offers. Additional information can be found online at <https://www.tva.com/energy/valley-renewable-energy>

(This list is published by TVA and subject to change):

- [Green Connect](#) – Provides homeowners with free resources for the safe and reliable installation of solar panels or solar with batteries. Power is not purchased with this agreement.
- [Green Switch](#) – Allows homeowners and businesses to match some or all their energy usage with 100% renewable energy from the Tennessee Valley. This is a good option for those who wish to be greener without installing any infrastructure on their property.
- [Dispersed Power Production Program](#) – Allows companies or residential customers to produce renewable energy such as solar and sell all or excess generation back to TVA at TVA's avoided cost. Click the following link for more information on [Dispersed Power Option Details Link](#).
- [Green Flex](#) – Allows business and Industrial customers to purchase renewable energy certificates (RECs) for wind generation to reduce the impact of electricity consumption.
- [Green Invest](#)– Offers business and Industrial customers a solution to meet sustainability goals.

Still not sure which program is right for you? Visit the following link to compare:

[Program Comparison Link](#)

[Solar Calculator \(tva.gov\)](#) – This will link you to a calculator that will provide an estimated cost and payback of installing a solar (photovoltaic) system at your residence or small business.

## **Application Process**

### **Without Interconnecting to the FPIA Distribution System**

Customers who will be installing small solar systems without interconnection to the distribution system are required to submit an application with FPIA and encouraged to utilize the Green Connect program provided by TVA. This will ensure appropriate notification and identification and will protect the interests of the customer.

- Any electrical work completed within the city limits of Fort Payne shall have a permit filed with the city. FPIA requires a copy of the completed permit before proceeding with a final inspection.
- FPIA will complete a final inspection to ensure the distributed generation system has the necessary equipment to keep energy from flowing back onto the FPIA distribution system. FPIA has the right to lock out the system until proper remediation takes place.
- At this time, there are no fees for solar systems NOT interconnecting to the FPIA distribution system.

### **Interconnecting to the FPIA Distribution System**

Customers who will be installing an on-site distributed generation system which will interconnect with the FPIA distribution system are required to apply for interconnection with FPIA and TVA and pay the related fees. The following conditions will apply:

- FPIA will need to complete a system impact study to determine if any system modifications will be needed to accommodate the new distributed generation system.
- TVA will be notified of the proposed interconnection and will review and begin the Power Purchase Agreement Process if applicable. Reference TVA's Energy Supply Facility Interconnection Requirements (<https://www.oasis.oati.com/tva/>)
- Any system improvements required to accommodate a new distributed generation system must be paid for in advance by the customer before any interconnection agreements will be signed.
- The customer has one year to complete construction and must execute the interconnection agreement at least 30 days prior to the in-service date.
- Any electrical work completed within the city limits of Fort Payne shall have a permit filed with the city. FPIA requires a copy of the completed permit before proceeding with a final inspection.
- FPIA and TVA will complete a final inspection. FPIA has the right to lock out the system until proper remediation takes place.
- Once FPIA has approved the system for parallel operation, FPIA and the customer will commission the system together on an agreed upon date.
- TVA will then be notified of the in-service date and execute the Power Purchase Agreement if applicable.

## **Fee Schedule**

All fees listed below are to be paid in full at the time of the application. If engineering studies or any system modifications are needed to help maintain the integrity of the FPIA distribution system, additional fees will apply. These fees are subject to change.

Dispersed Power Production Program:

- \$500 Application Fee along with a monthly administrative fee of \$45.

Transfer Fee – A non-refundable fee of \$200 will be required to transfer ownership of the distributed generation source from one customer to another.

## **Attachments**

1. FPIA Application for Small Scale Distributed Generation Without Interconnection
2. FPIA Application for Interconnection of Distributed Generation
3. FPIA Interconnection Agreement for Distributed Generation



**Application for Small Scale Distributed Generation Without Interconnection**

The Customer or his designated representative shall supply the following information.

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

Service Address: \_\_\_\_\_

No. of Generators \_\_\_\_\_ Manufacturer \_\_\_\_\_ Model No: \_\_\_\_\_

kW Rating \_\_\_\_\_ kVA Rating \_\_\_\_\_ Power Factor \_\_\_\_\_

Voltage Rating: \_\_\_\_\_ Number of Phases: \_\_\_\_\_ Frequency: \_\_\_\_\_

Type (Synchronous, Induction, photo-voltaic, micro-turbine, fuel cell etc.) \_\_\_\_\_

Description of normal operation of distributed generation: (examples: provide power to meet base load, demand management, provide standby power)

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

Is one line diagram attached? \_\_\_\_\_ Is disconnect device location shown? \_\_\_\_\_

Is list of specifications on protective devices attached? \_\_\_\_\_

Expected Start-up Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

Phone Number: \_\_\_\_\_ e-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Return completed application to the FPIA main office:

406 Third Street SE,

Fort Payne, AL 35967



## **APPLICATION FOR INTERCONNECTION OF DISTRIBUTED GENERATION**

The Customer or his designated representative shall supply the following information.

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

Service Address: \_\_\_\_\_

No. of Generators \_\_\_\_\_ Manufacturer \_\_\_\_\_ Model No: \_\_\_\_\_

kW Rating \_\_\_\_\_ kVA Rating \_\_\_\_\_ Power Factor \_\_\_\_\_

Voltage Rating: \_\_\_\_\_ Number of Phases: \_\_\_\_\_ Frequency: \_\_\_\_\_

Type (Synchronous, Induction, photo-voltaic, micro-turbine, fuel cell etc.) \_\_\_\_\_

Amount of power to be exported. \_\_\_\_\_ kW

Description of normal operation of distributed generation: (examples: provide power to meet base load, demand management, provide standby power)

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

Is one line diagram attached? \_\_\_\_\_ Is disconnect device location shown? \_\_\_\_\_

Is list of specifications on protective devices attached? \_\_\_\_\_

Expected Start-up Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

Phone Number: \_\_\_\_\_ e-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Return completed application to the FPIA main office:

406 Third Street SE,

Fort Payne, AL 35967



## **INTERCONNECTION AGREEMENT FOR DISTRIBUTED GENERATION**

This Agreement (“Agreement”) is made and entered into this day of, 20\_\_\_\_, (“Effective Date”) between Fort Payne Improvement Authority (“FPIA”), and \_\_\_\_\_ (“Customer”), In consideration of the mutual covenants set forth herein, the Parties agree as follows: This Agreement provides for the safe and orderly operation of the generating resources of the Customer located at \_\_\_\_\_.

This Agreement does not create any obligation of the FPIA or FPIA’s power supplier, Tennessee Valley Authority (TVA) to purchase energy resulting from this interconnection, nor does this Agreement give the Customer the right to sell energy resulting from this interconnection to any other entity. This Agreement does not supersede the requirements of any by-laws, policies or Customer agreements applicable tariffs, rates, rules, and regulations in place by or between the Parties hereto.

**1. Intent of Parties:** It is the intent of the Customer to connect an electric power generator directly or indirectly to FPIA’s electrical distribution system.

It is the intent of FPIA to operate the distribution system to maintain a high level of service to its customers and to maintain a high level of power quality.

It is the intent of both parties to operate the facilities in a way that ensures the safety of the public, FPIA employees, Customer employees (as applicable) and the Customer’s household.

**2. Operating Authority:** The Customer is responsible for establishing operating procedures and standards within state and local regulations, and in compliance with IEEE 519 and IEEE 1547, or other applicable industry standards that supersede IEEE 1547. The Customer signifies by signing this Agreement that they are competent in the operations of the electrical generation system and are aware of the provisions of any operating requirements and regulations relating to the safe operation of electrical systems, specifically the system listed in this document.

**3. Responsible Customer:** The Customer acknowledges and asserts that they are the legal owner of the facilities referenced in this agreement and are the owners or have the legal right to place the facilities on the real property upon which it is located, and the Customer is responsible for the safe operation of all electrical facilities and resources listed in this Agreement.

**4. Suspension of Connection:** It is intended that the connection should not compromise the FPIA’s protection of its own equipment and facilities or the operational requirements of its own equipment and facilities (including adversely affecting the transmission system of the

FPIA's power provider TVA). The operation of the Customer's generation device and the quality of electric energy supplied (in the case of power export) shall meet the standards including, but not limited to, IEEE 1547, IEEE 519, and UL 1741. All installations must be certified as IEEE 1547 compliant in writing either by the manufacturer, a recognized independent testing laboratory, or by a Registered Professional Engineer prior to connection. FPIA reserves the right to verify compliance through inspection/testing. If the operation of the Customer's system or quality of electric energy supplied (in the case of power export) does not meet the standards as specified, then FPIA will notify the Customer to take reasonable and expedient corrective action. FPIA shall have the right to disconnect the Customer's system until compliance is demonstrated. Notwithstanding, FPIA may, in its discretion, disconnect the Customer's generating resource from the distribution system without notice if the operating of the generating resource imposes a threat, solely within the discretion of FPIA to life and/or property.

**5. Maintenance Outages:** Maintenance outages will occasionally be required on the distribution system. FPIA will try to provide as much notice and planning as practical to minimize downtime resulting from a maintenance outage. It is noted that in some emergency cases such notice may not be practical. Compensation will not be made for unavailability of the distribution system due to outages (i.e., storms, equipment failures, etc.) and FPIA does not in any way guarantee or warrant uninterrupted power supply or power distribution.

**6. Access:** Access to the Customer's site is required at all times by FPIA for inspection, maintenance, operation, and meter reading. FPIA reserves the right to inspect the Customer's generating facilities and all equipment appurtenant to the facilities. However, the Parties further understand and agree that nothing herein obligates FPIA to inspect the facilities and/or equipment of the Customer. Any inspection of the facilities and equipment by FPIA will be solely for the purpose of determining the effect of the interconnection of the facilities of the Customer and FPIA's system. Said inspections are not intended to be relied upon by the Customer or third parties as to the safety or efficacy of the Customer's facilities or equipment.

**7. Liability and Indemnification:** The Customer shall assume all liability for and shall indemnify FPIA and its customers, trustees, directors, officers, managers, employees, agents, successors and assigns and shall hold them harmless from and against any claims, losses, damages, costs, and expenses of any kind or character, whether to property or person, arising from the Customer's equipment and facilities and the construction, repair, interconnection, installation, operation, or maintenance of any electric generating resource or facility.

**8. Metering:** In cases of power export, a meter (or meters) capable of measuring and recording power flow in and out of the Customer's generating resource will be installed by FPIA. All costs and fees associated with metering requirements imposed by TVA or FPIA shall be paid by the Customer.

**9. Disconnect:** Customer must install a manual, lockable, visible load break disconnect switch between the generation source and FPIA's system. The disconnect shall be mounted separate from but adjacent to FPIA's meter socket. The Customer shall ensure that such manual disconnect

switch shall remain readily accessible to FPIA and be lockable in the open position with a single FPIA 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 system will also be required in a permanent weatherproof format adjacent to the disconnect switch.

**10. Costs and Fees:** Prior to application acceptance, the Customer shall pay FPIA the appropriate application fee as specified in the FPIA Renewable Energy and Interconnection Policy to cover the cost of facilities inspection/testing, and other administrative and overhead expenses incurred by FPIA to accommodate the metering and billing/purchasing of energy transmitted by the Customer. Any costs incurred by FPIA in modifying FPIA's system to receive the power generated by the Customer shall be the responsibility of the Customer. These costs shall be paid prior to interconnection. Such costs include but are not limited to the purchase and installation of equipment and the engineering costs incurred in determining the modifications to be made to accommodate the Customer's generated power.

**11. Rates:** The Customer acknowledges that alternative retail rates for power received from FPIA may be applicable depending on the installed capacity of the distributed resource. The applicable FPIA rate, as amended over time, will be applied in determining the cost of power delivered from FPIA to the Customer. The rate paid by FPIA to the Customer for power generated by the Customer and exported to FPIA shall be determined by TVA pursuant to the applicable rules and regulations.

**12. Insurance:** Customer shall carry the following minimum insurance: for facilities which generate less than 50KW \$100,000.00 in General Liability coverage and for facilities which generate more than 50KW \$500,000.00 Aggregate – Commercial General Liability for personal and property damage. Customer shall provide FPIA with a certificate of insurance evidencing such coverage and shall keep coverage active for the life of this agreement.

**13. Generating Facilities:** The Customer certifies that the following devices constitute the total unit(s) of generating equipment installed and addressed under this Agreement.

Item Description Model Number:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_



14. **Term:** This Agreement is valid for a period of three (3) years from the Effective Date and will automatically renew, unless terminated as set forth herein. Customer is required to notify FPIA if interconnected equipment is modified, or other equipment is added or if equipment is replaced with new equipment. This agreement may be terminated by either party, with or without cause and for any reason, with not less than thirty (30) days written notice to the other party.

15. **Severability:** If any portion of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

16. **Amendment:** This Agreement may only be amended upon mutual agreement of both Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

17. **Limitations:** This Agreement is not intended to and does not create any rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations or entities other than the Parties hereto, and the obligations herein assumed are solely for the use and benefit of the Parties. This agreement is not intended to be relied upon by third parties.

18. **Assignment:** 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. An assignee to this Interconnection Agreement shall be required to assume in writing the Participant's rights, responsibilities, and obligations under this Interconnection Agreement.

19. **Attorney Fees:** In any action, suit or proceeding to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorneys' fees, whether incurred out of court, in the trial court, on appeal, or in bankruptcy or administrative proceedings.

**AGREED TO BY**

**FPIA**

**Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_