



Greenville Utilities Commission

**INTERCONNECTION PROCEDURES,
FORMS, AND AGREEMENTS**

**For Renewable Energy and Other Forms of Distributed Generation on Greenville
Utilities Electric Distribution System**

Effective August 2015

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Attachment 9 – Interconnection Agreement for All Generating Facilities Except Those Qualifying for the 20 kW Inverter Process

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Section 1. General Requirements

1.1 Applicability

- 1.1.1 This Standard contains the requirements (in addition to applicable tariffs and service regulations) for the interconnection and parallel operation of Generating Facilities with Greenville Utilities Commission's (GUC) Electric Distribution System. GUC is an "all requirements" customer of the North Carolina Eastern Municipal Power Agency (NCEMPA); therefore owners of systems larger than 500 kW shall have executed a purchase power agreement with NCEMPA prior to final interconnection.
- 1.1.1.1 A request to interconnect a certified inverter-based Generating Facility no larger than 20 kW shall be evaluated under Section 2; 20 kW Inverter Process. (See Attachments 3 and 4 for certification criteria.)
- 1.1.1.2 A request to interconnect a certified Generating Facility greater than 20 kW but no larger than 2 MW shall be evaluated under the Section 3; Fast Track Process. (See Attachments 3 and 4 for certification criteria.)
- 1.1.1.3 A request to interconnect a Generating Facility larger than 2 MW, or a Generating Facility that does not pass the Fast Track Process or the 20 kW Inverter Process, shall be evaluated under the Section 4; Study Process.
- 1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of these procedures.
- 1.1.3 This Standard shall not apply to Generating Facilities already interconnected or approved for interconnection as of the effective date of this Standard, unless so agreed to by GUC and the Interconnection Customer. However, this Standard shall apply if the Interconnection Customer proposes Material Modifications or transfers ownership of the Generating Facility after such date.
- 1.1.4 Prior to submitting its Interconnection Request, the Interconnection Customer may ask GUC's interconnection contact employee or office whether the proposed interconnection is subject to these procedures.
- 1.1.5 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Utilities are expected to meet

basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

1.2 Pre-Request

GUC shall designate an employee in the Electric Engineering office from which information on the application process and on an Affected System can be obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The name, telephone number, and e-mail address of such contact employee or office shall be made available to the Interconnection Customer upon request. Electric system information provided to the Interconnection Customer should include relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on GUC's System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. GUC shall comply with reasonable requests for such information.

1.3 Interconnection Request

The Interconnection Customer shall submit its Interconnection Request to GUC, together with the non-refundable processing fee or deposit specified in the Interconnection Request. The Interconnection Request shall be date- and time-stamped upon receipt. The original date- and time-stamp applied to the Interconnection Request at the time of its original submission shall be accepted as the qualifying date- and time-stamp for the purposes of any timetable in these procedures. GUC shall notify the Interconnection Customer within ten (10) Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, GUC shall provide, along with notice that the Interconnection Request is incomplete, a written list detailing all information that must be provided to complete the Interconnection Request. An Interconnection Request will be deemed complete upon submission of the listed information to GUC.

1.4 Modification of the Interconnection Request

Any modification not agreed to in writing by GUC and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the changes are undertaken.

1.5 Site Control

Documentation of site control is not required to be submitted with the Interconnection Request. However, GUC may request a demonstration of site control if two or more proposed Generating Facilities are competing for capacity on the same circuit. The Interconnection Customer that can demonstrate site control will have higher Queue Position than one that is on the same circuit and cannot demonstrate site control. The Interconnection Customer must submit documentation of site control to GUC at or before the time of execution of the Interconnection Agreement. Site control may be demonstrated through:

- 1.5.1 Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility;
- 1.5.2 An option to purchase or acquire a leasehold site for such purpose; or
- 1.5.3 An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.

1.6 Queue Position

GUC shall assign a Queue Position based upon the date- and time-stamp of the Interconnection Request. The Queue Position of each Interconnection Request will be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection. At GUC's option, Interconnection Requests may be studied serially or in clusters for the purpose of the System Impact Study, should one be required. (See Section 4.4.)

1.7 Interconnection Requests Submitted Prior to the Effective Date of these Procedures

Nothing in this Standard affects an Interconnection Customer's Queue Position assigned before the effective date of these procedures. The Parties agree to complete work on any interconnection study agreement executed prior to the effective date of these procedures in accordance with the terms and conditions of that interconnection study agreement. Any new studies or other additional work will be completed pursuant to this Standard.

Section 2. Optional 20 kW Inverter Process for Certified Inverter-Based, Single Phase Generating Facilities No Larger than 20 kW

2.1 Applicability

The 20 kW Inverter Process is available to an Interconnection Customer proposing to interconnect its inverter-based Generating Facility with GUC's System if the Generating Facility is no larger than 20 kW and if the Interconnection Customer's proposed Generating Facility meets the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or GUC has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate.

2.2 Interconnection Request

The Interconnection Customer shall complete the Interconnection Request for a certified inverter-based Generating Facility no larger than 20 kW (see Attachment 5) and submit it to GUC, together with the non-refundable processing fee specified in the Interconnection Request.

2.2.1 GUC shall evaluate the Interconnection Request for completeness and notify the Interconnection Customer within (10) ten Business Days of receipt as to whether the Interconnection Request is complete or incomplete and, if incomplete, advise the Interconnection Customer what material is missing.

2.2.2 GUC shall verify that the Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process. (See Section 3.2.1.) Unless GUC determines and demonstrates that the Generating Facility cannot be interconnected safely and reliably, GUC shall approve the Interconnection Request and submit the application for further approval by NCEMPA. Upon approval by NCEMPA GUC will return the Interconnection Request to the Interconnection Customer.

2.3 Certificate of Completion

2.3.1 After installation of the Generating Facility and final inspection is received from the local building inspector, the Interconnection Customer shall return the Certificate of Completion to GUC. (See Attachment 5.) Prior to parallel operation, GUC may inspect the Generating Facility for compliance with standards which may include a witness test, and may schedule appropriate metering replacement, if necessary.

2.3.2 GUC shall notify the Interconnection Customer in writing that interconnection of the Generating Facility is authorized. If the witness test is not satisfactory, GUC has the right to disconnect the Generating Facility. The Interconnection Customer has no right to operate in parallel with the Utility until a witness test has been performed, or previously waived on the Interconnection Request. Upon receipt of the Certificate of Completion GUC and the Interconnection Customer shall agree on a reasonable timeframe for GUC to complete the witness test.

2.3.3 Interconnection and parallel operation of the Generating Facility is subject to the Terms and Conditions stated in Attachment 5 of these procedures.

2.4 Contact Information

The Interconnection Customer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the Utility, that contact information must also be provided on the Interconnection Request.

2.5 Ownership Information

The Interconnection Customer shall provide the legal name(s), address(es), and telephone number(s) of the owner(s) of the Generating Facility.

2.6 UL 1741 Listed

The Underwriters' Laboratories (UL) 1741 standard (Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources) addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a nationally recognized testing laboratory that verifies compliance with UL 1741. This "listing" is then marked on the equipment and supporting documentation.

Section 3. Optional Fast Track Process for Certified Generating Facilities No Larger than 2 MW

3.1 Applicability

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Generating Facility with GUC's System if the Generating Facility is no larger than 2 MW and if the Interconnection Customer's proposed Generating Facility meets the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or GUC has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate.

3.2 Initial Review

GUC shall perform an initial review using the screens set forth below, shall notify the Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying GUC's determinations under the screens.

3.2.1 Screens

- 3.2.1.1 The proposed Generating Facility's Point of Interconnection must be on, connected through the Interconnection Customer's premises wiring and electric facilities to, a portion of GUC's Electric Distribution System.
- 3.2.1.2 Interconnection of the proposed Generating Facility is in compliance with the North Carolina Eastern Municipal Power Agency (NECMPA) Regarding Generation on Participant Distribution Systems.
- 3.2.1.3 For interconnection of a proposed Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Generating Facility, on the circuit shall not exceed fifteen percent (15%) of the line section annual peak load as most recently measured at the substation. A line section is that portion of GUC's System connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.
- 3.2.1.4 For interconnection of a proposed Generating Facility to the load side of spot network protectors, the proposed Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of five percent (5%) of a spot network's maximum load or 50 kW.¹
- 3.2.1.5 The proposed Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than ten percent (10%) to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

¹ A spot network is a type of distribution system found within modern commercial buildings to provide high reliability of service to a single customer. (Standard Handbook for Electrical Engineers, 11th edition, Donald Fink, McGraw Hill Book Company.)

3.2.1.6 The proposed Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed eighty seven and one half percent (87.5%) of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds eighty seven and one half percent (87.5%) of the short circuit interrupting capability.

3.2.1.7 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnection Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on GUC's System due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	Three-phase or single-phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded three-phase or single-phase, line-to-neutral	Pass screen

3.2.1.8 If the proposed Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Generating Facility, shall not exceed 20 kW.

3.2.1.9 If the proposed Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the KVA nameplate rating of the service transformer.

3.2.1.10 No construction of facilities by GUC on its own System shall be required to accommodate the Generating Facility.

3.2.1.11 The proposed Generating Facility shall not cause voltage distortions at the Point of Interconnection to Utility-owned

facilities to exceed three percent (3%) of nominal 60 hertz voltage.

- 3.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved and GUC will provide the Interconnection Customer an executable Interconnection Agreement within five (5) Business Days after the determination.
- 3.2.3 If the proposed interconnection fails the screens, but GUC determines that the Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, GUC shall provide the Interconnection Customer an executable Interconnection Agreement within five (5) Business Days after the determination.
- 3.2.4 If the proposed interconnection fails the screens, but GUC does not or cannot determine from the initial review that the Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless the Interconnection Customer is willing to consider minor modifications or further study, GUC may provide the Interconnection Customer with the opportunity to attend a customer options meeting.
- 3.2.5 Utility reserves the right to accept or reject any Interconnection Request that would negatively impact existing customers as determined by GUC.

3.3 Customer Options Meeting

Regardless of which process the Interconnection Request falls under (20 kW Inverter, Fast Track or Study Process), if GUC determines the Interconnection Request cannot be approved without minor modifications at minimal cost; or a supplemental study or other additional studies or actions; or at significant cost to address safety, reliability, or power quality problems, GUC shall notify the Interconnection Customer and provide copies of all data and analyses underlying its conclusion. GUC shall offer to convene a customer options meeting to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Generating Facility to be connected safely and reliably. At the time of notification of GUC's determination, or at the customer options meeting, GUC shall:

- 3.3.1 Offer to perform facility modifications or minor modifications to GUC's System (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to GUC's System; or

- 3.3.2 Offer to continue evaluating the Interconnection Request under the Section 4 Study Process. The Study Process is required for all proposed Generating Facilities larger than 2 MW.

Section 4. Study Process

4.1 Applicability

The Study Process shall be used by an Interconnection Customer proposing to interconnect its Generating Facility with GUC's System if the Generating Facility is larger than 2 MW, is not certified, or is certified but did not pass the Fast Track Process or the 20 kW Inverter Process.

4.2 Scoping Meeting

- 4.2.1 A scoping meeting will be held after the Interconnection Request is deemed complete as within a timeframe mutually agreed to by the Parties. GUC and the Interconnection Customer will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting. The scoping meeting may be omitted by mutual agreement.
- 4.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request. The Parties shall further discuss whether GUC should perform a Feasibility Study or proceed directly to a System Impact Study, a Facilities Study, or an Interconnection Agreement.
- 4.2.3 If the Parties agree that a Feasibility Study should be performed, GUC shall provide the Interconnection Customer as soon as possible after the scoping meeting, a Feasibility Study Agreement (Attachment 6), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.
- 4.2.4 If the Parties agree not to perform a Feasibility Study, but to proceed directly to a System Impact Study or Facilities Study, GUC shall provide the Interconnection Customer either a System Impact Study Agreement (Attachment 7) or a Facilities Study Agreement (Attachment 8), as appropriate, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study in a timeframe mutually agreed upon by the Parties in the scoping meeting.
- 4.2.5 If the Parties agree not to perform a Feasibility Study, but to proceed directly to an Interconnection Agreement, GUC shall provide the Interconnection Customer with an executable Interconnection

Agreement in a timeframe mutually agreed upon by the Parties in the scoping meeting.

4.3 Feasibility Study

- 4.3.1 The Feasibility Study shall identify any potential adverse system impacts that would result from the interconnection of the Generating Facility.
- 4.3.2 In order to remain in consideration for interconnection, the Interconnection Customer must return the executed Feasibility Study Agreement within the timeframe agreed upon in the scoping meeting.
- 4.3.3 A deposit of the good faith estimated Feasibility Study costs may be required from the Interconnection Customer.
- 4.3.4 The scope of and cost responsibilities for the Feasibility Study are described in the Feasibility Study Agreement.
- 4.3.5 If the Feasibility Study shows no potential for adverse system impacts, GUC shall send the Interconnection Customer within an agreed upon timeframe a Facilities Study Agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If a Facilities Study is not required, GUC shall send the Interconnection Customer an executable Interconnection Agreement within an agreed upon timeframe.
- 4.3.6 If the Feasibility Study shows the potential for adverse system impacts, the review process shall proceed to the appropriate System Impact Studies.

4.4 System Impact Studies

- 4.4.1 The System Impact Studies shall identify and detail the electric system impacts that would result if the proposed Generating Facility were interconnected without project modifications or electric system modifications, focusing on the adverse system impacts identified in the Feasibility Study, or to study potential impacts, including, but not limited to, those identified in the scoping meeting. The System Impact Studies shall evaluate the impact of the proposed interconnection on the reliability of the electric system.
- 4.4.2 If potential adverse Distribution System impacts are identified in the scoping meeting or shown in the Feasibility Study, a Distribution System Impact Study must be performed. GUC shall send the Interconnection Customer a Distribution System Impact Study

Agreement within an agreed upon timeframe of transmittal of the Feasibility Study or the scoping meeting if no Feasibility Study is to be performed, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

4.4.3 If potential adverse Transmission System impacts are identified in the scoping meeting or shown in the Feasibility Study or Distribution System Impact Study, a Transmission System Impact Study must be performed. GUC shall send the Interconnection Customer a Transmission System Impact Study Agreement within an agreed upon timeframe of transmittal of the Feasibility Study or Distribution System Impact Study or the scoping meeting if no Feasibility Study or Distribution System Impact Study is to be performed, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

4.4.4 In order to remain under consideration for interconnection, the Interconnection Customer must return an executed System Impact Study Agreement within an agreed upon timeframe.

4.4.5 A deposit of the good faith estimated cost of a Distribution System Impact Study and of the good faith estimated cost of a Transmission System Impact Study may be required from the Interconnection Customer.

4.4.6 The scope of and cost responsibilities for a System Impact Study are described in the System Impact Study Agreement.

4.4.7 If the System Impact Studies show no potential for adverse system impacts, GUC shall send the Interconnection Customer within an agreed upon timeframe a Facilities Study Agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If no additional facilities are required, GUC shall send the Interconnection Customer an executable Interconnection Agreement within an agreed upon timeframe.

4.5 Facilities Study

4.5.1 The Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of Feasibility Study and/or System Impact Studies and to allow the Generating Facility to be interconnected and operated safely and reliably.

4.5.2 GUC shall design any required Interconnection Facilities and/or Upgrades under the Facilities Study Agreement. GUC may contract

with consultants to perform activities required under the Facilities Study Agreement. The Interconnection Customer and GUC may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by GUC, under the provisions of the Facilities Study Agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, GUC shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain an independent design and cost estimate for any necessary facilities.

- 4.5.3 In order to remain under consideration for interconnection, or, as appropriate, in GUC's interconnection queue, the Interconnection Customer must return the executed Facilities Study Agreement or a request for an extension of time within an agreed upon timeframe.
- 4.5.4 A deposit of the good faith estimated costs for the Facilities Study may be required from the Interconnection Customer.
- 4.5.5 The scope of and cost responsibilities for the Facilities Study are described in the Facilities Study Agreement.
- 4.5.6 Upon completion of the Facilities Study, and with the agreement of the Interconnection Customer to pay for Interconnection Facilities and Upgrades identified in the Facilities Study, GUC shall provide the Interconnection Customer an executable Interconnection Agreement within an agreed upon timeframe.

4.6 Electric System Impact Fee

An Electric System Impact Fee is required for all entities that connect to Greenville Utilities' Transmission and/or Distribution system that exceed 2 MW in nameplate capacity, or at the sole discretion of Greenville Utilities (see Attachment 10).

The Electric System Impact Fee (ESIF) will be charged to the Generator based on kWh's delivered to GUC's Electric System. The fee will be a load ratio calculation based on the Fixed Charge Rate (FCR). The FCR will be the sum of Annual [(Operations and Maintenance costs / Utility Plant (UP)) + (Depreciation / Utility Plant (UP))]. The Net Utility Plant (NUP) will be multiplied by FCR then divided by total annual kWh's sold by GUC.

$$\text{ESIF} = \frac{[(\text{O\&M/UP}) + (\text{Depreciation/UP})] \times \text{NUP}}{\text{kWh's}}$$

Section 5. Provisions that Apply to All Interconnection Requests

5.1 Reasonable Efforts

GUC shall make reasonable efforts to meet all time frames provided in these procedures unless GUC and the Interconnection Customer agree to a different schedule. If GUC cannot meet a deadline provided herein, it shall notify the Interconnection Customer, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

5.2 Disputes

5.2.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this section.

5.2.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

5.2.3 If the dispute cannot be resolved, the Interconnection Customer may contact the GUC General Manager's Office for assistance in resolving the dispute.

5.2.4 Each Party agrees to conduct all negotiations in good faith.

5.3 Interconnection Metering

Any metering necessitated by the use of the Generating Facility shall be installed at the Interconnection Customer's expense in accordance with all applicable regulatory requirements and GUC specifications.

5.4 Commissioning

Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards. GUC must be given notice as mutually agreed to by the Parties, of the tests and must be present to witness the commissioning tests.

5.5 Confidentiality

- 5.5.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated “Confidential.” For purposes of these procedures all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 5.5.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce these procedures. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under these procedures, or to fulfill legal or regulatory requirements.
- 5.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 5.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 5.5.3 If information is requested by the North Carolina Utilities Commission (NCUC) from one of the Parties that is otherwise required to be maintained in confidence pursuant to these procedures, the Party shall provide the requested information to the North Carolina Utilities Commission within the time provided for in the request for information. In providing the information to the North Carolina Utilities Commission, the Party may request that the information be treated as confidential and non-public in accordance with North Carolina law and that the information be withheld from public disclosure.

5.6 Comparability

GUC shall receive, process, and analyze all Interconnection Requests received under these procedures in a timely manner, as set forth in these procedures. GUC shall use the same reasonable efforts in processing and analyzing

Interconnection Requests from all Interconnection Customers, whether the Generating Facility is owned or operated by GUC, its subsidiaries or affiliates, or others.

5.7 Record Retention

GUC shall maintain for three years (3) records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.

5.8 Interconnection Agreement (for over 20 kW)

After receiving an Interconnection Agreement from GUC (see Attachment 9), the Interconnection Customer shall sign and return the Interconnection Agreement within a mutually agreeable timeframe. If the Interconnection Customer does not sign the Interconnection Agreement within such time, the Interconnection Request shall be deemed withdrawn. GUC may waive the withdrawal if no other Interconnection Requests are pending for Generating Facilities that propose to interconnect to the same circuit on GUC's System. After the Parties sign the Interconnection Agreement, the interconnection of the Generating Facility shall proceed under the provisions of the Interconnection Agreement.

5.9 Coordination with Affected Systems

GUC shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include those results (if available) in its applicable studies within the time frame specified in these procedures. GUC will include such Affected System operators in all meetings held with the Interconnection Customer as required by these procedures. The Interconnection Customer will cooperate with GUC in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A Utility which may be an Affected System shall cooperate with GUC with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems. At no time shall the Interconnection Customer's load back feed GUC's supplier's point of delivery (POD).

5.10 Capacity of the Generating Facility

5.10.1 If the Interconnection Request is for an increase in capacity for an existing Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total capacity of the Generating Facility.

- 5.10.2 If the Interconnection Request is for a Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices, unless otherwise agreed to by GUC and the Interconnection Customer.
- 5.10.3 The Interconnection Request shall be evaluated using the maximum rated capacity of the Generating Facility, unless otherwise agreed to by GUC and the Interconnection Customer.

5.11 Interconnection Agreement Non-Transferable

- 5.11.1 The Interconnection Agreement is non-transferable.
- 5.11.2 The technical requirements in the Interconnection Agreement shall be grandfathered for subsequent owners as long as (1) the Generating Facility's maximum rated capacity has not been changed; (2) the Generating Facility has not been modified so as to change its electrical characteristics; (3) the interconnection system has not been modified; and (4) a new Interconnection Request and Interconnection Agreement is completed.

5.12 Isolating or Disconnecting the Generating Facility

- 5.12.1 GUC may isolate the Interconnection Customer's premises and/or Generating Facility from the Utility's System when necessary in order to construct, install, repair, replace, remove, investigate or inspect any of GUC's equipment or part of GUC's System; or if GUC determines that isolation of the Interconnection Customer's premises and/or Generating Facility from GUC's System is necessary because of emergencies, forced outages, force majeure or compliance with prudent electrical practices.
- 5.12.2 Whenever feasible, GUC shall give the Interconnection Customer reasonable notice of the isolation of the Interconnection Customer's premises and/or Generating Facility from GUC's System.
- 5.12.3 Notwithstanding any other provision of this Standard, if at any time GUC determines that the continued operation of the Generating Facility may endanger either (1) GUC's personnel or other persons or property or (2) the integrity or safety of GUC's System, or otherwise cause unacceptable power quality problems for other electric consumers, GUC shall have the right to isolate the Interconnection Customer's premises and/or Generating Facility from GUC's System.

5.12.4 GUC may disconnect from GUC's System any Generating Facility determined to be malfunctioning, or not in compliance with this Standard. The Interconnection Customer must provide proof of compliance with this Standard before the Generating Facility will be reconnected.

5.13 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.

5.14 Indemnification

The Parties shall at all times indemnify, defend and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, demand, suits, recoveries, costs and expenses, reasonably and actually incurred court costs, reasonable attorney's fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inaction of its obligations hereunder on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

5.15 Insurance

The Interconnection Customer shall obtain and retain, for as long as the Generating Facility is interconnected with GUC's System, liability insurance which protects the Interconnection Customer from claims for bodily injury and/or property damage. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. This insurance shall be primary for all purposes. The Interconnection Customer shall provide certificates evidencing this coverage as required by GUC. Such insurance shall be obtained from an insurance provider authorized to do business in North Carolina. GUC reserves the right to refuse to establish or continue the interconnection of the Generating Facility with GUC's System, if such insurance is not in effect.

5.15.1 For an Interconnection Customer that is a residential customer of GUC proposing to interconnect a Generating Facility no larger than 20 kW, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least one hundred thousand dollars (\$100,000) per occurrence.

- 5.15.2 For an Interconnection Customer that is a non-residential customer of GUC proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least three hundred thousand dollars (\$300,000) per occurrence.
- 5.15.3 For an Interconnection Customer that is a non-residential customer of GUC proposing to interconnect a Generating Facility larger than 250 kW and less than 10 MW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least one million dollars (\$1,000,000) per occurrence.
- 5.15.4 An Interconnection Customer of sufficient credit-worthiness may propose to provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices, and such a proposal shall not be unreasonably rejected.

Attachment 1

Glossary of Terms

20 kW Inverter Process – The procedure for evaluating an Interconnection Request for a certified inverter-based Generating Facility no larger than 20 kW that uses the Section 3 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of Terms and Conditions. (See Attachment 5.)

Affected System – An electric system other than GUC’s System that may be affected by the proposed interconnection. The owner of an Affected System might be a Party to the Interconnection Agreement or other study agreements needed to interconnect the Generating Facility.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day – Monday through Friday, excluding State Holidays.

Default – The failure of a breaching Party to cure its breach under the Interconnection Agreement.

Distribution System –The Utility’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Utility's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the service necessary to allow the Generating Facility to operate in parallel with the Utility and to inject electricity onto the Utility’s System. Distribution Upgrades do not include Interconnection Facilities.

Fast Track Process – The procedure for evaluating an Interconnection Request for a certified Generating Facility no larger than 2 MW that includes the Section 3 screens and customer options meeting. This process will apply to Interconnection Requests for a certified Generating Facility less than 20 kW that the Utility cannot approve under the 20 kW Inverter Process.

Generating Facility – The Interconnection Customer’s device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer’s Interconnection Facilities.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, North Carolina Utilities Commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Utility, or any affiliate thereof.

GUC – Greenville Utilities Commission

Interconnection Customer – Any entity, including the Utility, that proposes to interconnect its Generating Facility with the Utility's System. For the 20 kW Inverter Process this must be the Utility's billing customer.

Interconnection Facilities – The Utility's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Utility's System. Interconnection Facilities are sole use facilities and shall not include Upgrades.

Interconnection Request – The Interconnection Customer's request, in accordance with these procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to, an existing Generating Facility that is interconnected with the Utility's System.

Material Modification – A modification to machine data or equipment configuration or to the interconnection site of the Generating Facility that has a material impact on the cost, timing or design of any Interconnection Facilities or Upgrades.

NCEMPA – North Carolina Eastern Municipal Power Agency.

Network Upgrades – Additions, modifications, and upgrades to the Utility's Transmission System required to accommodate the interconnection of the Generating Facility to the Utility's System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Reliability Organization, Independent System Operator, control area, or the Utility’s requirements, including those set forth in the Interconnection Agreement.

Participant – Member of NCEMPA.

Party or Parties – The Utility, Interconnection Customer, and possibly the owner of an Affected System, or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Utility’s System.

Public Staff – The Public Staff of the North Carolina Utilities Commission.

Queue Position – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Utility and a demonstration of site control, if requested.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Standard – The interconnection procedures, forms and agreements approved by the Greenville Utilities Commission for interconnection of Generating Facilities to its Utility System.

Study Process – The procedure for evaluating an Interconnection Request that includes the Section 4 scoping meeting, feasibility study, system impact study, and facilities study.

System – The facilities owned, controlled or operated by the Utility that are used to provide electric service in North Carolina.

Utility – The entity that owns, controls, or operates facilities used for providing electric service in North Carolina.

Transmission System – The facilities owned, controlled or operated by the Utility that are used to transmit electricity in North Carolina.

Upgrades – The required additions and modifications to the Utility's System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Substantially Complete – The point where the owner can make use of the facility and only minor work such as punch list items remain.

Attachment 2

**Interconnection Request for All Generating Facilities Except Those
Qualifying for the 20 kW Inverter Process**

**Greenville Utilities Commission Interconnection Request
for Interconnecting a
Generating Facility Larger than 20 kW**

Designated Contact Person: _____

Address: _____

Telephone Number: _____

Fax: _____ E-Mail Address: _____

An Interconnection Request is considered complete when it provides all applicable and correct information required below.

Preamble and Instructions

An Interconnection Customer who requests a Greenville Utilities Commission interconnection must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to a GUC Representative.

Request for: Fast Track Process ___ Study Process ___
(All Generating Facilities larger than 2 MW must use the Study Process.)

Processing Fee or Deposit

Fast Track Process – Non-Refundable Processing Fees

- If the Generating Facility is larger than 20 kW but not larger than 500 kW, the fee is five hundred dollars (\$500).
- If the Generating Facility is larger than 500 kW but not larger than 2 MW, the fee is seven hundred fifty dollars (\$750).

Study Process – Deposit

If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to GUC a deposit not to exceed \$1,000 towards study costs.

Change in Ownership – Non-Refundable Processing Fee

If the Interconnection Request is submitted solely due to a transfer of ownership of the Generating Facility, the fee is fifty dollars (\$50).

Interconnection Customer Information (Utility Billing Customer)

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Installer

Name: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Application is for: _____ **New**
Generating Facility

_____ Capacity Addition to Existing Generating Facility

_____ Transfer of Ownership of Existing Generating Facility

If capacity addition to existing Generating Facility, please describe: _____

Will the Generating Facility be used for any of the following?

To Supply Power to the Interconnection Customer? Yes ____ No ____

To Supply Power to the Utility? Yes ____ No ____

For installations at locations with existing electric service to which the proposed Generating Facility will interconnect, provide:

_____ (Existing Account Number)

Requested Point of Interconnection: _____

Interconnection Customer's Requested In-Service Date: _____

Generating Facility Information

Data apply only to the Generating Facility, not the Interconnection Facilities.

Energy Source: Solar __ Wind __ Hydro __ Hydro Type (e.g. Run-of-River): _____
Diesel __ Natural Gas __ Fuel Oil __ Other (state type) _____

Prime Mover: Fuel Cell __ Recip Engine __ Gas Turbine __ Steam Turbine __
Microturbine __ PV __ Other _____

Type of Generator: Synchronous ___ Induction ___ Inverter ___

Generator Nameplate Rating: _____ kW (Typical) Generator Nameplate: _____ kVAR

Interconnection Customer or Customer-Site Load: _____ kW (if none, so state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

Customer Requested Primary Voltage: _____

Customer Requested Secondary Voltage: _____

List components of the Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package? Yes ___ No ___

Generator (or solar collector)

Manufacturer, Model Name, & Number: _____

Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____

Nameplate Output Power Rating in kVA: (Summer) _____ (Winter) _____

Individual Generator Power Factor

Rated Power Factor: Leading: _____ Lagging: _____

Total Number of Generators in wind farm to be interconnected pursuant to this Interconnection Request: _____ Elevation: _____

Single phase ___ Three phase ___

Inverter Manufacturer, Model Name, & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous ____ or RMS? ____

Harmonics Characteristics: _____

Start-up requirements: _____

Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____

(*) Neutral Grounding Resistor (if applicable): _____

Synchronous Generators:Direct Axis Synchronous Reactance, X_d : _____ P.U.Direct Axis Transient Reactance, X'_d : _____ P.U.Direct Axis Subtransient Reactance, X''_d : _____ P.U.Negative Sequence Reactance, X_2 : _____ P.U.Zero Sequence Reactance, X_0 : _____ P.U.

KVA Base: _____

Field Volts: _____

Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____

 I_2^2t or K (Heating Time Constant): _____Rotor Resistance, R_r : _____Stator Resistance, R_s : _____Stator Reactance, X_s : _____Rotor Reactance, X_r : _____Magnetizing Reactance, X_m : _____Short Circuit Reactance, X_d'' : _____

Exciting Current: _____

Temperature Rise: _____

Frame Size: _____

Design Letter: _____

Reactive Power Required In Vars (No Load): _____

Reactive Power Required In Vars (Full Load): _____

Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact GUC prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Customer Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling?

Yes ___ No ___

Will the transformer be provided by the Interconnection Customer? Yes ___ No ___

Transformer Data (if applicable, for Interconnection Customer-owned transformer):

Is the transformer: Single phase ___ Three phase ___

Size: _____

kVA

Transformer Impedance: _____ % on _____ kVA Base

If Three Phase:

Transformer Primary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Secondary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Tertiary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Fuse Data (if applicable, for Interconnection Customer-owned fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____

Load Rating (Amps): _____ Interrupting Rating (Amps): _____ Trip Speed (Cycles): _____

Interconnection Protective Relays (if applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

	Setpoint Function	Minimum	Maximum
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

- Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
- Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
- Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
- Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
- Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (if applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

- Manufacturer: _____
- Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____
- Manufacturer: _____
- Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Potential Transformer Data (if applicable):

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

General Information

Enclose copy of site electrical one-line diagram showing the configuration of all Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer.

Is One-Line Diagram Enclosed? Yes ___ No ___

Enclose copy of any site documentation that indicates the precise physical location of the proposed Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) _____

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? Yes ___ No ___

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).

Are Schematic Drawings Enclosed? Yes ___ No ___

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: _____ Date: _____

Witnessed by Notary

Name: _____ Date: _____

County: _____ Commission Expires: _____

Attachment 3

Certification Codes and Standards

- ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)
- IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)
- IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms
- IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
- IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers
- IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems
- IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers
- IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors
- IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits
- IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits
- NEMA MG 1-1998, Motors and Small Resources, Revision 3
- NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1
- NFPA 70, current National Electrical Code
- UL 1741, Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources
- IEEE Std 929-2000, IEEE Recommended Practice for Utilities Interface of Photovoltaic (PV) Systems

Attachment 4

Certification of Generator Equipment Packages

- 1.0 Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in Attachment 3 of the NCEMPA Recommended Interconnection Procedures, (2) it has been labeled and is publicly listed by such NRTL at the time of the Interconnection Request, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.
- 2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
- 3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the Parties to the interconnection nor follow-up production testing by the NRTL.
- 4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.
- 5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the Interconnection Customer's side of the point of common coupling shall be required to meet the requirements of the NCEMPA Recommended Interconnection Procedures.
- 6.0 An equipment package does not include equipment provided by the Utility.

Attachment 5

**Interconnection Request, Certificate of Completion, and Terms and
Conditions for Certified Inverter-Based, Single-Phase Generating
Facilities No Larger than 20 kW**

**Greenville Utilities Commission Interconnection Request
for Interconnecting a Certified Inverter-Based, Single-Phase
Generating Facility No Larger than 20 kW**

This Interconnection Request is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Interconnection Request may be required.

Processing Fee

A non-refundable processing fee of two hundred and fifty dollars (\$250) must accompany this Interconnection Request.

If the Interconnection Request is submitted solely due to a transfer of ownership of the Generating Facility, the fee is fifty dollars (\$50).

Interconnection Customer (must be utility billing customer)

Name: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone (Day): _____ (Evening): _____
Fax: _____ E-Mail Address: _____

Contact (if different from Interconnection Customer)

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone (Day): _____ (Evening): _____
Fax: _____ E-Mail Address: _____

Owner(s) of the Generating Facility: _____

Installer

Name: _____
Address: _____
City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License Number: _____

Generating Facility Information

Location (if different from above): _____

Utility: _____

Account Number: _____

Inverter Manufacturer: _____ Model _____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Single Phase _____ Three Phase _____

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell
Turbine Other _____

Energy Source: Solar Wind Hydro Diesel Natural Gas
Fuel Oil Other (describe) _____

Is the equipment UL 1741 Listed? Yes ___ No ___
If Yes, attach manufacturer's cut-sheet showing UL 1741 listing

Estimated Installation Date: _____ Estimated In-Service Date: _____

The 20 kW Inverter Process is available only for inverter-based Generating Facilities no larger than 20 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the Greenville Utilities Commission Interconnection Procedures, or GUC has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate.

List components of the Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Request is true. I agree to abide by the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 20 kW and return the Certificate of Completion when the Generating Facility has been installed.

Signed: _____

Title:

Date:

Preliminary Approval of Applicable Building Inspection Authority

Inspector Signature: _____

Permit # (if required):

Date:

Contingent Approval to Interconnect the Generating Facility (For Utility use only)

Interconnection of the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 20 kW and return of the Certificate of Completion.

Utility Signature: _____

Title: _____

Date: _____

Interconnection Request ID number: _____

**Greenville Utilities Commission Certificate of Completion
for Interconnecting a Certified Inverter-Based, Single-Phase
Generating Facility No Larger than 20 kW**

Is the Generating Facility owner-installed? Yes ___ No ___

Interconnection Customer (must be utility billing customer)

Name: _____

Contact Person: _____

Address: _____

Electrician

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License Number: _____

Date Approval to Install Generating Facility granted by the Utility: _____

Interconnection Request ID Number: _____

Inspection:

The Generating Facility has been installed and inspected in compliance with the local building/electrical code of _____

Attach signed electrical inspection and a signed electrical permit.

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to:

Greenville Utilities Commission
Electric Engineering Office
801 Mumford Road
P.O. Box 1847
Greenville, North Carolina 27834
252-551-1474 (fax)

Customer Signature:

I hereby certify that, to the best of my knowledge, the Generating Facility listed above has been installed in accordance with the Greenville Utilities Commission Interconnection Procedures for Certified Inverter-Based, Single-Phase Generators No Larger than 20 kW and the Greenville Utilities Commission Terms and Conditions for Interconnecting a Certified Inverter-Based, Single-Phase Generating Facility No Larger than 20 kW.

Signature: _____

Date: _____

.....
Approval to Energize the Generating Facility (For Utility use only)

Energizing the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 20 kW.

Utility Signature: _____

Title: _____ Date: _____

Greenville Utilities Commission

Terms and Conditions for Interconnecting a Certified Inverter-Based, Single-Phase Generating Facility No Larger than 20 kW

1.0 Construction of the Facility

The Interconnection Customer (Customer) may proceed to construct (including operational testing not to exceed two hours) the Generating Facility when GUC approves the Interconnection Request and returns it to the Customer.

2.0 Interconnection and Operation

The Customer may interconnect the Generating Facility with GUC's System and operate in parallel with GUC's System once all of the following have occurred:

- 2.1 Upon completing construction, the Customer will cause the Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and
- 2.2 The Customer returns the Certificate of Completion to GUC, and
- 2.3 GUC has completed its inspection of the Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by GUC, at its own expense, and shall take place at a time agreeable to the Parties. GUC shall provide a written statement that the Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or
- 2.4 GUC has the right to disconnect the Generating Facility in the event of improper installation or failure to return the Certificate of Completion.
- 2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable American National Standards Institute (ANSI) standards and all applicable regulatory requirements.

3.0 Safe Operations and Maintenance

The Customer shall be fully responsible to operate, maintain, and repair the Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

4.0 Access

GUC shall have access to the disconnect switch (if a disconnect switch is required) and metering equipment of the Generating Facility at all times. GUC shall provide reasonable notice to the Customer, when possible, prior to using its right of access.

5.0 Disconnection

GUC may temporarily disconnect the Generating Facility upon the following conditions:

- 5.1 For scheduled outages upon reasonable notice.
- 5.2 For unscheduled outages or emergency conditions.
- 5.3 If the Generating Facility does not operate in a manner consistent with these Terms and Conditions.
- 5.4 GUC shall inform the Customer in advance of any scheduled disconnection, or as soon as is reasonable after an unscheduled disconnection.

6.0 Indemnification

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations hereunder on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.0 Insurance

All insurance policies must be maintained with insurers authorized to do business in North Carolina. The Parties agree to the following insurance requirements:

- 7.1 If the Customer is a residential customer of GUC, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least one hundred thousand dollars (\$100,000) per occurrence.
- 7.2 If the Customer is a non-residential customer of GUC, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least three hundred thousand dollars (\$300,000) per occurrence.

7.3 The Customer may provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices.

8.0 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, 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.

9.0 Termination

The agreement to interconnect and operate in parallel may be terminated under the following conditions:

9.1 By the Customer

By providing written notice to GUC and physically and permanently disconnecting the Generating Facility.

9.2 By GUC

If the Generating Facility fails to operate for any consecutive 12-month period or the Customer fails to remedy a violation of these Terms and Conditions.

9.3 Permanent Disconnection

In the event the agreement to interconnect is terminated, GUC shall have the right to disconnect its facilities or direct the Customer to disconnect its Generating Facility.

9.4 Survival Rights

This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

10.0 Assignment/Transfer of Ownership of the Facility

10.1 This Agreement shall not survive the transfer of ownership of the Generating Facility to a new owner.

- 10.2 The new owner must complete and submit a new Interconnection Request agreeing to abide by these Terms and Conditions for interconnection and parallel operations within twenty (20) Business Days of the transfer of ownership. GUC shall acknowledge receipt and return a signed copy of the Interconnection Request.
- 10.3 GUC shall not study or inspect the Generating Facility unless the new owner's Interconnection Request indicates that a Material Modification has occurred or is proposed.

Attachment 6
Feasibility Study Agreement

Greenville Utilities Commission Feasibility Study Agreement

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Interconnection Customer,”) and Greenville Utilities Commission of the City of Greenville, North Carolina, (“Utility”). The Interconnection Customer and The Utility each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the Utility’s System; and

WHEREAS, the Interconnection Customer has requested the Utility to perform a feasibility study to assess the feasibility of interconnecting the proposed Generating Facility with the Utility’s System, and of any Affected Systems:

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Greenville Utilities Commission Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the Utility shall cause to be performed an interconnection feasibility study consistent with the Greenville Utilities Interconnection Procedures.
- 3.0 The scope of the feasibility study shall be subject to the assumptions set forth in Appendix A to this Agreement.
- 4.0 The feasibility study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request, as may be modified as the result of the scoping meeting. The Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the feasibility study and as designated in accordance with the Greenville Utilities Commission Interconnection Procedures. If the

Interconnection Customer modifies its Interconnection Request, the time to complete the feasibility study may be extended by agreement of the Parties.

- 5.0 In performing the study, the Utility shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.
- 6.0 The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Generating Facility as proposed:
 - 6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - 6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - 6.3 Initial review of grounding requirements and electric system protection; and
 - 6.4 Description and non-binding estimated cost of facilities required to interconnect the proposed Generating Facility and to address the identified short circuit and power flow issues.
- 7.0 The feasibility study shall model the impact of the Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Generating Facility is being installed.
- 8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.
- 9.0 A deposit of the good faith estimated feasibility study costs may be required from the Interconnection Customer.
- 10.0 Once the feasibility study is completed, a feasibility study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the feasibility study must be completed and the feasibility study report transmitted within an agreed upon timeframe of the Interconnection Customer's agreement to conduct a feasibility study.

- 11.0 Any study fees shall be based on the Utility's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.
- 12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within thirty (30) calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund such excess within thirty (30) calendar days of the invoice without interest.
- 13.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

14.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

15.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

16.0 Waiver

16.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

16.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

17.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

18.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.0 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 or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

20.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

20.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

20.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

21.0 Reservation of Rights

Each Party shall have the right to make a request to the Director of Electric Systems to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and each Party shall have the right to protest any such request by the other Party and to participate fully in any proceeding before the Greenville Utilities Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Greenville Utilities Commission

[Insert name of Interconnection Customer]

Signed _____

Signed _____

Name (Printed):

Name (Printed):

Title _____

Title _____

Assumptions Used in Conducting the Feasibility Study

The feasibility study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on _____:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and GUC.

Attachment 7
System Impact Study Agreement

Greenville Utilities Commission System Impact Study Agreement

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Interconnection Customer,”) and Greenville Utilities Commission of the City of Greenville, North Carolina, (“Utility”). The Interconnection Customer and The Utility each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the Utility’s System; and

WHEREAS, the Utility has completed a feasibility study and provided the results of said study to the Interconnection Customer (this recital to be omitted if the Parties have agreed to forego the feasibility study); and

WHEREAS, the Interconnection Customer has requested the Utility to perform a system impact study to assess the impact of interconnecting the Generating Facility with the Utility’s System, and of any Affected Systems:

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Greenville Utilities Commission Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the Utility shall cause to be performed a system impact study consistent with the Greenville Utilities Commission Interconnection Procedures.
- 3.0 The scope of the system impact study shall be subject to the assumptions set forth in Appendix A to this Agreement.
- 4.0 A system impact study will be based upon the results of the feasibility study and the technical information provided by Interconnection Customer in the Interconnection Request. The Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably

become necessary consistent with Good Utility Practice during the course of the system impact study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the system impact study may be extended.

- 5.0 A system impact study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost, responsibility and time to construct.
- 6.0 A distribution system impact study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.
- 7.0 Affected Systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and the Parties shall agreed upon additional time needed to complete a system impact study requiring review by Affected Systems.
- 8.0 If the Utility uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the system impact study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced –
 - 8.1. Are directly interconnected with the Utility’s electric system; or
 - 8.2. Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and
 - 8.3. Have a pending higher queued Interconnection Request to interconnect with the Utility’s electric system.
- 9.0 A distribution system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within an agreed upon timeframe

after this Agreement is signed by the Parties. A transmission system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within an agreed upon timeframe after this Agreement is signed by the Parties, taking in consideration additional time needed if the study involves Affected Systems per 7.0.

- 10.0 A deposit of the equivalent of the good faith estimated cost of a distribution system impact study and the good faith estimated cost of a transmission system impact study may be required from the Interconnection Customer.
- 11.0 Any study fees shall be based on the Utility's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.
- 12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

14.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

15.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

16.0 Waiver

16.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be

considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

16.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

17.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

18.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.0 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 or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

20.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

20.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall

be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

20.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

21.0 Reservation of Rights

Either Party shall have the right to make a request to the Director of Electric Systems, and each Party shall have the right to protest any such request by the other Party and to participate fully in any proceeding before the Greenville Utilities Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Greenville Utilities Commission

[Insert name of Interconnection Customer]

Signed _____

Signed _____

Name (Printed):

Name (Printed):

Title _____

Title _____

Attachment 8
Facilities Study Agreement

Greenville Utilities Commission Facilities Study Agreement

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Interconnection Customer,”) and Greenville Utilities Commission of the City of Greenville, North Carolina, (“Utility”). The Interconnection Customer and The Utility each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the Utility’s System; and

WHEREAS, the Utility has completed a system impact study and provided the results of said study to the Interconnection Customer (this recital to be omitted if the Parties have agreed to forego the system impact study); and

WHEREAS, the Interconnection Customer has requested the Utility to perform a facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the system impact study and/or any other relevant studies in accordance with Good Utility Practice to physically and electrically connect the Generating Facility with the Utility’s System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Greenville Utilities Commission Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the Utility shall cause to be performed a facilities study consistent with the Greenville Utilities Commission Interconnection Procedures.
- 3.0 The scope of the facilities study shall be subject to data provided in Appendix A to this Agreement.
- 4.0 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to

implement the conclusions of the system impact studies. The facilities study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Utility's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.

- 5.0 The Utility may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Generating Facility if it is willing to pay the costs of those facilities.
- 6.0 A deposit of the good faith estimated facilities study costs may be required from the Interconnection Customer.
- 7.0 In cases where Upgrades are required, the facilities study must be completed within an agreed upon timeframe of the receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the facilities study must be completed within an alternate agreed upon timeframe.
- 8.0 Once the facilities study is completed, a facilities study report shall be prepared and transmitted to the Interconnection Customer.
- 9.0 Any study fees shall be based on the Utility's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.
- 10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within thirty (30) calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund such excess within thirty (30) calendar days of the invoice without interest.
- 11.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

13.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

14.0 Waiver

14.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

14.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

15.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

16.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

17.0 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 or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

18.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

18.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

18.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

19.0 Reservation of Rights

Either Party shall have the right to make a request to the Director of Electric Systems to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Greenville Utilities Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Greenville Utilities Commission

[Insert name of Interconnection Customer]

Signed _____

Signed _____

Name (Printed):

Name (Printed):

Title _____

Title _____

**Data to Be Provided by the Interconnection Customer
with the Facilities Study Agreement**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, circuits, etc.

On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing Utility station. Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?
Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____
(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Generating Facility?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, distribution line, and property lines.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Utility’s System.

Tower number observed in the field (Painted on tower leg)*:

Number of third party easements required for lines*:

* To be completed in coordination with Utility.

Is the Generating Facility located in Utility’s service area?

Yes _____ No _____ If No, please provide name of local provider:

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers receive back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____

Attachment 9

**Interconnection Agreement for All Generating Facilities Except Those
Qualifying for the 20 kW Inverter Process**

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This Interconnection Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by Greenville Utilities Commission (“Utility”), and _____ (“Interconnection Customer”) each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties.”

Utility Information

Greenville Utilities Commission
Electric Engineering
801 Mumford Road
P.O. Box 1847
Greenville, North Carolina 27834
Phone: 252-551-1582 Fax: 252-551-1474

Interconnection Customer Information (Utility Billing Customer)

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Interconnection Request ID No: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Applicability

This Agreement shall be used for all Interconnection Requests submitted under the Greenville Utilities Commission Interconnection Procedures except for those submitted under the 20 kW Inverter Process in Section 2 of the Interconnection Procedures.

1.2 Purpose

This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, GUC's System.

1.3 No Agreement to Purchase or Deliver Power or RECs

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power or Renewable Energy Certificates (RECs). The purchase or delivery of power, RECs that might result from the operation of the Generating Facility, and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Utility.

1.4 Limitations

Nothing in this Agreement is intended to affect any other agreement between GUC and the Interconnection Customer.

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3 GUC shall construct, operate, and maintain its System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.

1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriters' Laboratories, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the

likelihood of a disturbance adversely affecting or impairing the System or equipment of GUC and any Affected Systems.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Appendices to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. GUC and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect GUC's System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Appendices to this Agreement.

1.5.6 GUC shall coordinate with all Affected Systems to support the interconnection.

1.6 Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable control area, including, but not limited to: 1) any rules and procedures concerning the operation of generation set forth in Greenville Utilities Commission approved tariffs or in the NCEMPA Policy Regarding Distributed Generation on Participant Systems and; 2) the Operating Requirements set forth in Appendix 5 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for GUC's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Appendices 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Utility has established different requirements that apply to all similarly situated generators in the

control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

1.9 Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 of the Greenville Utilities Commission Interconnection Procedures or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

2.1.1 The Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify GUC of such activities as agreed to by the Parties, prior to such testing and inspection. Testing and inspection shall occur on a Business Day, unless otherwise agreed to by the Parties. GUC will, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide GUC a written test report when such testing and inspection is completed.

2.1.2 GUC shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by GUC of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

2.2.1 GUC shall use Reasonable Efforts to list applicable parallel operation requirements in Appendix 5 of this Agreement. Additionally, GUC shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. GUC shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Generating Facility in parallel with GUC's System without prior written authorization. GUC will provide such authorization upon receipt of notification that the Interconnection Customer has complied with all applicable parallel

operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

- 2.3.1 Upon reasonable notice, GUC will send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify GUC prior to conducting any on-site verification testing of the Generating Facility.
- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, GUC shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 2.3.3 Each Party shall be responsible for its own costs associated with following this Article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period agreed upon by the Parties and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with Article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

- 3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving GUC sixty (60) calendar days written notice and

physically and permanently disconnecting the Generating Facility from GUC's System.

- 3.3.2 Construction of the Generating Facility shall be substantially complete within 24 months of execution of this Agreement. Failure shall result in termination of this Agreement.
- 3.3.3 Either Party may terminate this Agreement after Default pursuant to Article 7.6.
- 3.3.4 Upon termination of this Agreement, the Generating Facility will be disconnected from GUC's System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.
- 3.3.5 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.3.6 The provisions of this Article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of GUC, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to GUC's System, GUC's Interconnection Facilities or the systems of others to which GUC's System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, GUC may immediately suspend interconnection service and temporarily disconnect the Generating Facility. GUC shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be

expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify GUC promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect GUC's System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

GUC may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from GUC's System when necessary for routine maintenance, construction, and repairs on GUC's System. GUC shall provide the Interconnection Customer with notice prior to such interruption. GUC shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, GUC may suspend interconnection service to effect immediate repairs on GUC's System. GUC shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, GUC shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

GUC shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to GUC's System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, GUC may disconnect the Generating Facility. GUC shall provide the Interconnection Customer with notice of such disconnection, unless the provisions of Article 3.4.1 apply.

3.4.5 Modification of the Generating Facility

The Interconnection Customer must receive written authorization from GUC before making any change to the Generating Facility that may have a material impact on the safety or reliability of GUC's System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without GUC's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and GUC's System to their normal operating state as soon as reasonably practicable following a temporary or emergency disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Appendix 2 of this Agreement. GUC shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and GUC.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing GUC's Interconnection Facilities.

4.2 Distribution Upgrades

GUC shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix 6 of this Agreement. If GUC and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2 Network Upgrades

GUC shall design, procure, construct, install, and own the Network Upgrades described in Appendix 6 of this Agreement. If GUC and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless GUC elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 GUC shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement in accordance with City (Town) policy (See Appendix 2).

6.2 Milestones

The Parties may agree on milestones for which each Party is responsible and list them in Appendix 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) request appropriate amendments to Appendix 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least thirty (30) calendar days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of GUC's

Interconnection Facilities and Upgrades, the Interconnection Customer shall provide GUC, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable and is consistent with the Uniform Commercial Code of North Carolina. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of GUC's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to GUC under this Agreement during its term. In addition:

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of GUC, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to GUC and licensed under the laws of North Carolina and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

7.1 Assignment

- 7.1.1 This Agreement shall not survive the transfer of ownership of the Generating Facility to a new owner. The new owner must complete a new Interconnection Request and submit it to GUC within thirty (30) calendar days of the transfer of ownership or GUC's Interconnection Facilities shall be removed or disabled and the Generating Facility disconnected from GUC's System. GUC shall not study or inspect the Generating Facility unless the new owner's Interconnection Request indicates that a Material Modification has occurred or is proposed.
- 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of GUC, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify GUC of any such assignment. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.
- 7.1.3 Any attempted assignment that violates this Article is void and ineffective.

7.2 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 in its performance of this Agreement, 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, except as authorized by this Agreement.

7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 7.2.

7.3.2 The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inaction of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

7.5.1 As used in this Article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, 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 cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.

7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, in writing, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 7.6.2, the defaulting Party shall have sixty (60)

calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within sixty (60) calendar days, the defaulting Party shall commence such cure within twenty(20) calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

- 7.6.2 If a Default is not cured as provided in this Article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

- 8.1 The Interconnection Customer shall obtain and retain, for as long as the Generating Facility is interconnected with GUC's System, liability insurance which protects the Interconnection Customer from claims for bodily injury and/or property damage. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. This insurance shall be primary for all purposes. The Interconnection Customer shall provide certificates evidencing this coverage as required by GUC. Such insurance shall be obtained from an insurance provider authorized to do business in North Carolina. GUC reserves the right to refuse to establish or continue the interconnection of the Generating Facility with GUC's System, if such insurance is not in effect.
- 8.1.1 For an Interconnection Customer that is a residential customer of GUC proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least one hundred thousand (\$100,000) per occurrence.
- 8.1.2 For an Interconnection Customer that is a non-residential customer of GUC proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least three hundred thousand (\$300,000) per occurrence.

- 8.1.3 An Interconnection Customer of sufficient credit-worthiness may propose to provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices, and such a proposal shall not be unreasonably rejected.
- 8.2 GUC agrees to maintain general liability insurance or self-insurance consistent with GUC's commercial practice. Such insurance or self-insurance shall not exclude coverage for GUC's liabilities undertaken pursuant to this Agreement.
- 8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

- 9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
- 9.1.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 9.1.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 9.3 If information is requested by the North Carolina Utilities Commission from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the North

Carolina Utilities Commission within the time provided for in the request for information. In providing the information to the North Carolina Utilities Commission, the Party may request that the information be treated as confidential and non-public in accordance with North Carolina law and that the information be withheld from public disclosure.

Article 10. Disputes

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this Article.
- 10.2 In the event of a dispute, either Party shall provide the other Party with a written notice of dispute. Such notice shall describe in detail the nature of the dispute.
- 10.3 If the dispute has not been resolved within two (2) Business Days after receipt of the notice, either Party may contact the GUC Office of the General Manager for assistance in resolving the dispute.
- 10.4 Each Party agrees to conduct all negotiations in good faith.

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with North Carolina and federal policy and revenue requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect GUC's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under Article 12.12 of this Agreement.

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4 Waiver

12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from GUC. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Appendices, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement

or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8 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 or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall GUC be liable for the

actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Reservation of Rights

GUC shall have the right to make a unilateral filing with the North Carolina Utilities Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the North Carolina Utilities Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the North Carolina Utilities Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

If to the Utility:

Greenville Utilities Commission

Electric Engineering

801 Mumford Road

P.O. Box 1847

Greenville, North Carolina 27834

Phone: 252-551-1582

Fax: 252-551-1474

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

If to the Utility:

Greenville Utilities Commission

Accounts Receivable

401 S. Greene Street

P.O. Box 1847

Greenville, North Carolina 27834

Phone: 252-551-1582

Fax: 252-551-1474

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given

by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

If to the Utility:

Greenville Utilities Commission

Electric Engineering

801 Mumford Road

P.O. Box 1847

Greenville, North Carolina 27834

Phone: 252-551-1582

Fax: 252-551-1474

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Greenville Utilities Commission Operating Representative:

Attention: Electric Planning Engineer

Address: P.O. Box 1847

City: Greenville State: NC Zip: 27834

Phone: 252-551-1582 Fax: 252-551-1474

13.5 Changes to the Notice Information

Either Party may change this information by giving five (5) Business Days written notice prior to the effective date of the change.

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

For the Utility

Name: _____

Title: _____

Date: _____

Notary: _____

County: _____

Commission Expires: _____

For the Interconnection Customer

Name: _____

Title: _____

Date: _____

Notary: _____

County: _____

Commission Expires: _____

Glossary of Terms

See Glossary of Terms, Attachment 1 to the Greenville Utilities Commission Interconnection Procedures.

**Description and Costs of the Generating Facility,
Interconnection Facilities, and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, or GUC. GUC will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

**One-line Diagram Depicting the Generating Facility,
Interconnection Facilities, Metering Equipment, and Upgrades**

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____

Agreed to by:

For the Utility _____ Date _____

For the Interconnection Customer _____ Date _____

**Additional Operating Requirements for the Utility's
System and Affected Systems Needed to Support
the Interconnection Customer's Needs**

GUC shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Utility's System.

**Utility's Description of its Upgrades
and Best Estimate of Upgrade Costs**

GUC shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. GUC shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.

Attachment 10
Electric System Impact Fee Agreement

Greenville Utilities Commission
Electric System Impact Fee Agreement

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Interconnection Customer,”) and Greenville Utilities Commission of the City of Greenville, North Carolina, (“Utility”). The Interconnection Customer and The Utility each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect a Generating Facility with the Utility’s System in excess of 500 kW; and

WHEREAS, the Interconnection Customer has an executed purchase power agreement with North Carolina Eastern Municipal Power Agency (NCEMPA) prior to final Interconnection;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Greenville Utilities Commission Interconnection Procedures.
- 2.0 The Interconnection Customer agrees to pay the Utility an Electric System Impact Fee consistent with the Greenville Utilities Commission Interconnection Procedures as follows;

An Electric System Impact Fee is required for all entities that connect to Greenville Utilities’ Transmission and/or Distribution system that exceed 2 MW in nameplate capacity, or at the sole discretion of Greenville Utilities.

The Electric System Impact Fee (ESIF) will be charged to the Generator based on kWh’s delivered to GUC’s Electric System. The fee will be a load ratio calculation based on the Fixed Charge Rate (FCR). The FCR will be the sum of Annual [(Operations and Maintenance costs / Utility Plant (UP)) + (Depreciation /

Utility Plant (UP)]. The Net Utility Plant (NUP) will be multiplied by FCR then divided by total annual kWh's sold by GUC.

$$\text{ESIF} = \frac{[(\text{O\&M/UP}) + (\text{Depreciation/UP})] \times \text{NUP}}{\text{kWh's}}$$

Where;

Operations & Maintenance (O&M) is defined as the cost to operate and maintain the Electric Distribution and Transmission System; as determined by the Greenville Utilities Commission *Comprehensive Annual Financial Report; Statement of Revenues, Expenses, and Changes in Fund Net Assets; Exhibit 3*.

Depreciation is defined as the decrease in value of the Electric Distribution and Transmission System capital assets; as determined by the Greenville Utilities Commission *Comprehensive Annual Financial Report; Statement of Revenues, Expenses, and Changes in Fund Net Assets; Exhibit 3*.

Utility Plant (UP) is defined as the value of the Electric Distribution and Transmission Systems capital assets being depreciated; as determined by the Greenville Utilities Commission *Comprehensive Annual Financial Report; Notes to the Financial Statements*.

Net Utility Plant (NUP) is defined as the value of the Electric Distribution and Transmission Systems capital assets, less accumulated depreciation for Electric Distribution and Transmission Systems capital assets; as determined by the Greenville Utilities Commission *Comprehensive Annual Financial Report; Notes to the Financial Statements*.

Kilowatt Hours (kWhs) is defined as the total Electric kilowatt hours sold; as determined by the Greenville Utilities Commission *Comprehensive Annual Financial Report; Statistical Selection; Revenue by Customer Class-Electric Kilowatt Hours Sold*.

3.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

4.0 Amendments

Greenville Utilities Commission maintains the right to perform a periodic review and amendment of this Agreement to reflect changes in financial data pertaining to the calculation of the Electric System Impact Fee (ESIF); as determined by the Greenville Utilities Commission *Comprehensive Annual Financial Report*. Changes to the ESIF shall not exceed twenty five percent (25%) of the difference between the newly calculated ESIF and the original ESIF calculated at execution of Agreement. Amendments to this Agreement shall be made by a written instrument duly executed by both Parties.

5.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

6.0 Waiver

6.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

6.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

7.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

8.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement

or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.0 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 or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

10.0 Reservation of Rights

Either Party shall have the right to make a request to the Director of Electric Systems to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Greenville Utilities Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

**Electric System Impact Fee Agreement
Calculation Worksheet**

Date of Calculation: 10/15/2012

Fiscal Year Annual Financial Report: Fiscal Year Ended June 30,2011

Financial Data

Operations & Maintenance (O&M): \$13,737,070

Depreciation: \$7,257,515

Utility Plant: \$201,026,001

Kilowatt Hours (kWhs): 1,712,010,396

Calculated Fixed Charge Rate (FCR): .1044

Calculated Electric System Impact Fee (ESIF): \$0.00493

$$\text{ESIF} = \frac{[(\$13,737,070/\$201,026,001) + (\$7,257,515/\$201,026,001)] \times \$80,753,857}{1,712,010,396}$$

$$= \$0.00493/\text{kWh}$$

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Greenville Utilities Commission

[Insert name of Interconnection Customer]

Signed _____

Signed _____

Name (Printed):

Name (Printed):

Title _____

Title _____