

## CITY OF COVINGTON

### INTERCONNECTION AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF SMALL DISTRIBUTED GENERATION EQUIPMENT/FACILITIES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between

Name \_\_\_\_\_

Address \_\_\_\_\_,  
(hereafter Owner), and CITY OF COVINGTON (hereafter called "the City"), whose principal place of business is at 2194 Emory St., N.W., Covington, Georgia 30014.

Owner Information

System Installer Information

Name: \_\_\_\_\_ Company name: \_\_\_\_\_

Address: \_\_\_\_\_ Installer name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Address: \_\_\_\_\_

Utility Account #: \_\_\_\_\_ Telephone: \_\_\_\_\_

Owner Application No. \_\_\_\_\_

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

#### 1. Scope and Purpose of Agreement

This Agreement describes only the conditions under which the City and the Owner agree that the distributed generating facility or facilities described in Exhibit A may be interconnected to and operated in parallel with the City electric distribution system in accordance with City Ordinance Section 13.08.380. Other services the Owner may require from the City are covered under separate agreements.

The following exhibits are incorporated and made a part of this Agreement:

Exhibit A: Description of Owner's Distributed Generation Equipment/Facility

Exhibit B: Section A -Authorization to Connect OR Section B -Non-  
Authorization.

#### 2. Term and Termination

**2.1** The term of this Agreement begins on the date first set forth above (regardless of the date that the Owner is authorized to interconnect the System

pursuant to Section 5 below) and continues until terminated by either party pursuant to the provisions of this Agreement.

**2.2** Either party may terminate this Agreement at any time by providing 90 days written notice to the other party. In the event of a sale of the Owner's premises, then this Agreement will terminate upon that sale.

**2.3** The City may terminate this Agreement at any time for violation of this Agreement upon written notice to the Owner.

**2.4** At the time of termination of this Agreement for any reason, the City will perform lock out procedures to disconnect the Owner's System from the City's electric system.

### **3. Summary and Description of Owner's Distributed Generation Equipment/Facility to be Included in Exhibit A.**

**3.1** The Owner's eligible Distributed Generation System is a self-contained electric generation system including direct current disconnect apparatus, if applicable, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth on Exhibit A (the "System"). The System begins and continues up-stream towards the distributed generation from the overcurrent protective device on the Owner's premises. However, the meter socket and all equipment from the main disconnect except the meter are part of the System and are the responsibility of the Owner.

**3.2** Capacity of the Distributed Generation equipment is: \_\_\_\_\_kW.

**3.3** The expected annual energy production of the Distributed Generation equipment is \_\_\_\_\_kWh.

**3.4** The expected date of initial operation of the Distributed Generation equipment is: \_\_\_\_\_.

### **4. Installation and Permitting**

**4.1** Without limiting the provisions of paragraph 22, the Owner and the System must comply with all applicable requirements of National Electric Code, National Electric Safety Code (NEC), Underwriters Laboratories (UL), and the Institute of Electrical and Electronics Engineers (IEEE), including, but not limited to: UL 1741-Standard for Static Inverters and Charge Controllers for Use with Photovoltaic Systems.

IEEE Standard 1547 (2003): Standard for Interconnecting Distributed Resources with Electric Power Systems.

Other organizations, such as the Canadian Standards Association (CSA), test to UL 1741. If the inverter is tested by an organization other than Underwriters Laboratories, the test data must be submitted to the City.

The Owner at the Owner's expense must: 1) obtain all necessary electrical permits for installation of the System and 2) obtain and maintain any government authorizations or permits required for the operation of the System. The Owner shall fully indemnify the City against any and all losses, damages, claims, penalties, or liability the City may incur as a result of Owner's failure to obtain or to maintain any governmental authorizations or permits required for construction and operation of the Owner's System.

**4.2** The Owner or its contractor must construct the System as specified in the attached Exhibit A.

**4.3** A manual, lockable, load-break disconnect switch that provides a clear indication of the switch position must be available with the System at or near the Owner's main point of service from the City's electric system to provide a point of electrical separation between the Owner's System and the City's electric system. The City shall approve the location of the disconnect switch. The disconnect switch must be easily visible, mounted separately from the metering equipment, readily accessible to the City personnel at all times, and capable of being locked in the open position with the City's lock. The City may open the disconnect switch thereby isolating the Owner's System from the City electric system for any reason that the City deems necessary including, but not limited to, maintenance or emergency work, the System adversely affecting other customers of the City, failure of the System to comply with applicable codes or regulations, the System creating hazardous or unsafe conditions, the Owner's failure to pay utility bills when due, and failure to comply with the standards specified in Section 4.1 above.

**4.4** Power Quality Requirements. All power quality parameters (i.e., voltage, flicker, frequency, distortion) are specified at the point of common coupling (PCC) unless otherwise stated. The following requirements must be met:

**4.4.1.** Voltage – the System shall be capable of operating within normal voltage operating limits of 120 volts or other voltage corresponding to the City's service voltage at the site. This range results in trip points at 105 volts and 133 volts. Response to abnormal voltages should be as follows:

<u>Voltage (at PCC)</u>	<u>Maximum Trip Time</u>
$V < 50\%$	10 cycles
$50\% \leq V < 88\%$	120 cycles
$88\% < V < 110\%$	normal operation
$110\% < V < 120\%$	60 cycles
$V \geq 120\%$	10 cycles

**4.4.2 Flicker** – The System shall not create objectionable flicker for other the City customers. Flicker is considered objectionable when it either causes a modulation of the light level of lamps sufficient to be irritating to humans or causes equipment malfunction. See IEEE 519-1992.

**4.4.3 Frequency** – The System shall have a fixed frequency of 60.0 Hz maintained with a range of +/- 0.5%. When the interconnected system frequency is outside this range, the System shall cease to energize the City connection within 1-cycle.

**4.4.4 Waveform Distortion (Harmonics)** - The System shall have low current-distortion levels to ensure that no adverse effects are caused to other equipment connected to the City’s electric system. When the System is serving balanced linear loads, harmonic current injection into the City’s network shall not exceed when measured in accordance with IEEE Std 1547:

Harmonics	h<11	11≤ h<17	17≤ h<23	23≤ h<35	35≤ h
per cent	4.0	2.0	1.5	0.6	0.3

Maximum Total Demand Distortion (TDD) 5.0%

Even harmonics are to be limited to 25% of the odd harmonics shown above.

**4.4.5 Power Factor** – The System shall operate at a power factor >0.90 (leading or lagging) when output is greater than 10% of full load.

**4.4.6 Islanding Protection** – The System shall cease to energize the utility line when the inverter is subjected to islanding conditions. The System shall immediately, completely and automatically disconnect from the City’s electric system in the event of a fault on the Owner’s System or loss of source on the City’s electric system. The City, at its own discretion and expense, may conduct periodic testing of anti-islanding. Anti-islanding is a means by which the Owner’s System will cease to generate when it is still connected to the isolated (due to fault clearing or other switching) section of the City electric system.

**4.5** The Owner’s over-current protective device (Breaker) at the service panel shall be dedicated and shall be capable of interrupting the maximum available fault current. The Breaker shall be clearly marked to indicate power source and connection to the City’s electric system.

**4.6** The Owner, at the Owner’s expense, shall pay for any additional equipment required to connect the System to the City’s electric system.

**5. Written Authorization Required to Connect System**

The Owner may not connect the System to the City's electric system until: 1) this Agreement has been fully executed by the parties, 2) the System has been tested, and 3) written authorization to connect the System, in a form substantially similar to Attachment B, has been given to the Owner by the City. The City shall have representatives present at the initial testing of the Owner's System and shall perform (at its own expense) whatever testing of the Owner's System that the City deems necessary.

After written authorization to connect the System to the City's electric system has been given, the Owner shall make no changes or modifications in the System or of its mode of operation without the prior written approval of the City.

## **6. Warranty is Neither Expressed nor Implied**

The City's inspection and approval, if any, of the System is solely for the City's benefit and does not constitute a warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Owner or leased by the Owner from third parties, including without limitation the System and any structures, wires, appliances or devices appurtenant thereto.

## **7. Indemnity and Liability**

**7.1** The Owner hereby releases and agrees to indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Owner's activities, actions or omissions under this Agreement.

**7.2** Nothing in this Agreement shall be construed as a waiver by the City of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City by law.

## **8. Location of System**

The System will be installed at the Owner's premises located at

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in the physical location specified or depicted in the attached Exhibit A. The Owner shall not relocate and connect the System at any other premises or physical location without filing a new interconnection application with the City or requesting modifications to this Agreement allowing for connection at the alternate location. In the event that such approval is given, any relocation and installation of the System shall be at the Owner's sole expense and subject to all the terms and provisions of this Agreement.

## **9. Access to Premises**

The Owner shall provide the City access to the Owner's premises to (i) inspect the Owner's System, (ii) to read and to replace meters, (iii) to open the load-

break disconnect switch, and (iv) to disconnect the interconnection facilities at the City's meter or transformer.

#### **10. Maintenance of Equipment**

The Owner, at the Owner's sole cost and expense, will maintain the System including, but not limited to, all over-current protective equipment, in a safe and prudent manner and in conformance with all applicable laws, codes and regulations, including, but not limited to, the requirements of Section 4 above. The Owner shall retain all records of such maintenance available to the City for inspection at all reasonable times.

#### **11. Assignment**

This Agreement shall not be assigned by the Owner without the prior written consent of the City, which may be withheld in the City's sole discretion. In the event of a sale of the Owner's premises this Agreement will terminate. If the new owner desires to continue receiving the services provided by the City hereunder, the new owner must enter into a new, separate agreement with the City.

#### **12. Force Majeure**

Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

#### **13. Severability**

If any provision of this Agreement is found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken for as long as it remains illegal or unenforceable.

#### **14. Governing Law and Venue**

**15.1** Any tribunal enforcing this Agreement shall apply and construe it according to the laws of the State of Georgia and applicable ordinances of the City of Covington, Georgia .

**15.2** In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation, arising there under will be in the Superior Court of Newton County, Georgia, and, if necessary for exclusive federal questions, the United States District Court for the Northern District of Georgia. The Owner waives any objection to jurisdiction or venue of any action instituted pursuant to this section and may not assert any defense in any such action based on lack of jurisdiction or venue or based upon *forum non conveniens*.

#### **15. Survival**

The provisions of this Agreement with respect to indemnification and liability shall survive the termination of this Agreement.

## 16. Notices and Other Communications

Except as otherwise provided in this Agreement or as may be specified by the parties in writing, any notice or other communication required under this Agreement must be in writing and must be sent by registered or certified United States mail, or by messenger, or by facsimile, or by other electronic means. Any such notice or other communication must be addressed as follows and, if so addressed, will be effective upon actual receipt.

**If to Owner:** Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

**If to the City:** Name: City of Covington

Title: Att: Electric Department

Address: 2194 Emory Street, N.W.  
Covington, Georgia 30014

Phone: 770-385-2070

Fax: 770-385-2060

Email: [jsmith@cityofcovington.org](mailto:jsmith@cityofcovington.org)

## 17. Entire Agreement

This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all previous written or oral communications, understandings and agreements between the parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both parties. Email and all other electronic (including voice) communications from the City in connection with this

Agreement are for informational purposes only. No such communications are intended by the City to constitute either an electronic record or an electronic signature or to constitute any agreement by the City to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.

**18. Acknowledgements Regarding Agreement**

By signing below, the Owner acknowledges understanding of the terms of this Agreement and that the Owner may not connect the System to the City's electric system until the Owner has received written authorization to connect from the City. Within 60 days after notice from the Owner that the System is ready for interconnection to the City's electric system, the City shall inspect the System and will provide a written authorization to connect the System or a statement that the System may not be connected because of non-compliance with this Agreement.

**19. Compliance With Ordinances And Regulations**

The Owner shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City laws, rules, statutes, charter provisions, ordinances and regulations.

**20. Beneficiaries**

This Agreement is for the sole benefit of and binding upon the parties, their successors and assigns. This Agreement affords no claim, benefit or right of action to any third party. Any party other than the City or the Owner receiving services or benefits under this Agreement will only be an incidental beneficiary.

**21. Status of Owner**

The Owner shall perform all operations under this Agreement as an independent Contractor, and not as an agent or employee of the City. No City official or employee shall supervise the Owner. The Owner shall exercise no supervision over any employee or official of the City. The Owner shall not represent that Owner is an employee or agent of the City in any capacity. The Owner shall have no right to Worker's Compensation benefits from the City or its insurance carriers or funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year set forth below.

CITY of COVINGTON

OWNER:

(Printed Name)

By: \_\_\_\_\_  
Ronnie Johnston, Mayor

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



Attest: \_\_\_\_\_

Audra Gutierrez, Clerk

Print Name

Title

(CITY SEAL)

**Exhibit A**

To the Agreement for Interconnection and Parallel Operation of Small Distributed Generation Resources 10 kW or less, unless otherwise agreed, between the City of Covington and

\_\_\_\_\_

dated \_\_\_\_\_

Insert description of System

## Exhibit B

The Agreement for Interconnection and Parallel Operation of Small Distributed Generation Resources, 10 kW or less, between the City of Covington and

\_\_\_\_\_, dated \_\_\_\_\_

**Section A: Authorization.** The System may be connected to the City's electric system.

The System has been inspected and tested and the Owner is authorized to connect the System to the City's electric system.

Signed by:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**OR**

**Section B: Non-Authorization.** The System cannot be connected to the City's electric system.

The System does not comply with the Interconnection Agreement for Parallel Operation of Small Distributed Resources between the City and

\_\_\_\_\_, dated \_\_\_\_\_

Accordingly, the Interconnection Owner cannot connect the System to the City's electric system.

Signed by:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## DEFINITIONS

**Point of Common Coupling (PCC):** The point where the Owner's local electric power system connects to the City distribution system, such as the electric power revenue meter or at the location of the equipment designated to interrupt, separate or disconnect the connection between the Owner and the City.