

# **Tennessee Valley Authority**

## **Standard Large Generator Interconnection Procedures (LGIP)**

**Applicable to Generating Facilities That Exceed 20 MW**

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## Section 1. Definitions

**Adverse System Impact** shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

**Affected System** shall mean an electric system other than TVA's Transmission System that may be affected by the proposed interconnection.

**Affected System Operator** shall mean the entity that operates an Affected System.

**Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Ancillary Services** shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of TVA's Transmission System in accordance with Good Utility Practice.

**Applicable Laws and Regulations** shall mean 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.

**Applicable Reliability Council** shall mean the reliability council applicable to the Transmission System to which the Generating Facility is directly interconnected.

**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Transmission System to which the Generating Facility is directly interconnected.

**Base Case** shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by TVA or Interconnection Customer.

**Breach** shall mean the failure of a Party to perform or observe any material term or condition of the Interconnection Agreement.

**Breaching Party** shall mean a Party that is in Breach of the Interconnection Agreement.

**Business Day** shall mean Monday through Friday, excluding Federal Holidays.

**Calendar Day** shall mean any day including Saturday, Sunday or a Federal Holiday.

**Clustering** shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System Impact Study.

**Commercial Operation** shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

**Commercial Operation Date** of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to the Interconnection Agreement.

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

**Control Area** shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. A Control Area must be certified by an Applicable Reliability Council.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with the executed Interconnection Agreement.

**Dispute Resolution** shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

**Effective Date** shall mean the date on which the Interconnection Agreement becomes effective upon execution by the Parties.

**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 TVA, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to TVA's Transmission System, TVA's Interconnection Facilities or the electric systems of others to which TVA's Transmission System is directly connected; or (3) that, in the case of 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 Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Interconnection Agreement to possess black start capability.

**Engineering & Procurement (E&P) Agreement** shall mean an agreement that authorizes TVA to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

**Environmental Law** shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

**Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a *et seq.*

**FERC** shall mean the Federal Energy Regulatory Commission (Commission) or its successor.

**Generating Facility** shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

**Generating Facility Capacity** shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

**Good Utility Practice** shall mean 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** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, 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 Interconnection Customer or any Affiliate thereof.

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

**Initial Synchronization Date** shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

**In-Service Date** shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of TVA's Interconnection Facilities to obtain back feed power.

**Interconnection Agreement (IA)** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility.

**Interconnection Customer** shall mean any entity, including TVA, which proposes to interconnect its Generating Facility with TVA's Transmission System.

**Interconnection Facilities** shall mean all facilities and equipment between the Generating Facility and the Point of Interconnection, as well as any other modifications, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to TVA's Transmission System. Interconnection Facilities are sole use facilities and shall not include Network Upgrades.

**Interconnection Facilities Study** shall mean a study conducted by TVA or, at TVA's discretion, a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with TVA's Transmission System. The scope of the study is defined in the Standard Large Generator Interconnection Procedures.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

**Interconnection Feasibility Study** shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to TVA's Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures.

**Interconnection Feasibility Study Agreement** shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with TVA's Transmission System.

**Interconnection Service** shall mean the service provided by TVA associated with interconnecting the Interconnection Customer's Generating Facility to TVA's Transmission System and enabling it to receive electric energy

and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Interconnection Agreement and, if applicable, the TVA Transmission Service Guidelines.

**Interconnection Study** shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures.

**Interconnection System Impact Study** shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of TVA's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on the Adverse System Impacts identified in the Interconnection Feasibility Study, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures.

**Interconnection System Impact Study Agreement** shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

**Joint Operating Committee** shall be a group made up of representatives from Interconnection Customers and TVA to coordinate operating and technical considerations of Interconnection Service.

**Large Generating Facility** shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

**Loss** shall mean any and all losses 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 performance, or non-performance of its obligations under the Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

**Material Modification** shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

**Metering Equipment** shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

**NERC** shall mean the North American Electric Reliability Council or its successor organization.

**Network Resource** shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

**Network Upgrades** shall mean the additions, modifications, and upgrades to TVA's Transmission System required to accommodate the interconnection of the Large Generating Facility to TVA's Transmission System and that enhance either the capacity or the reliability of the integrated system.

**Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of or in connection with the executed Interconnection Agreement or its performance.

**Optional Interconnection Study** shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

**Party or Parties** shall mean TVA, Transmission Owner, Interconnection Customer or any combination of the above.

**Point of Interconnection** shall mean the point, as set forth in the Interconnection Agreement, where the Interconnection Facilities connect to TVA's Transmission System.

**Queue Position** shall mean 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 TVA.

**Reasonable Efforts** shall mean, 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.

**Scoping Meeting** shall mean the meeting between representatives of the Interconnection Customer and TVA conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

**Site Control** shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose.

**Small Generating Facility** shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.

**Standard Large Generator Interconnection Procedures (LGIP)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility.

**System Protection Facilities** shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) TVA's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on TVA's Transmission System or on

other delivery systems or other generating systems to which TVA's Transmission System is directly connected.

**Transmission Owner** shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Interconnection Agreement to the extent necessary.

**Trial Operation** shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to commercial operation.

**TVA Transmission Service Guidelines** shall mean the terms and conditions through which open access transmission service is offered on the TVA Transmission System, and as amended or supplemented from time to time.

**TVA Transmission System** shall mean the facilities owned, controlled or operated by TVA that are used to provide transmission service under the TVA Transmission Service Guidelines.

*Note: The definitions used in the LGIP in no way supersede or modify an Interconnection Agreement between TVA and an Interconnection Customer or the meaning of any terms contained therein.*

## **Section 2. Scope and Application.**

### **2.1 Application of Standard Large Generator Interconnection Procedures.**

Sections 2 through 13 apply to processing an Interconnection Request pertaining to a Large Generating Facility.

### **2.2 Comparability.**

TVA shall receive, process, and analyze all Interconnection Requests in a timely manner as set forth in this LGIP. TVA will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Generating Facilities are owned by TVA or others.

### **2.3 Base Case Data.**

TVA shall provide base power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists upon request subject to confidentiality provisions. Such databases and lists, hereinafter referred to as Base Cases, shall include all (i) generation projects and (ii) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the applicable authority.

### **2.4 No Applicability to Transmission Service.**

Nothing in this LGIP shall constitute a request for transmission service or confer upon an Interconnection Customer any right to receive transmission service.

### **2.5 Interpretation**

In matters regarding a pending Interconnection Request, the provisions of the LGIP shall control. In matters provided for under an executed IA, the terms, including the definitions, of the IA shall control.

## **Section 3. Interconnection Requests.**

### **3.1 General.**

An Interconnection Customer shall submit to TVA an Interconnection Request in the form of Appendix 1 to this LGIP and a refundable deposit of \$10,000. TVA shall apply the deposit toward the cost of the applicable Interconnection Study. The Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. The Interconnection Customer must submit a deposit with each Interconnection Request even when more than one request is submitted for a single site. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.

At Interconnection Customer's option, TVA and Interconnection Customer will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement.

### **3.2 Valid Interconnection Request.**

#### **3.2.1 Initiating an Interconnection Request.**

To initiate an Interconnection Request, Interconnection Customer must submit all of the following: (i) a \$10,000 deposit, (ii) a completed application in the form of Appendix 1, and (iii) demonstration of Site Control or a posting of an additional deposit of \$10,000. Such deposits shall be applied toward any Interconnection Studies pursuant to the Interconnection Request. If Interconnection Customer demonstrates Site Control within the cure period specified in Section 3.2.3 after submitting its Interconnection Request, the additional deposit shall be refundable; otherwise, all such deposit(s), additional and initial, become non-refundable.

The expected In-Service Date of the new Large Generating Facility or increase in capacity of the existing Generating

Facility shall be no more than the process window for the regional expansion planning period (or in the absence of a regional planning process, the process window for TVA's expansion planning period) not to exceed seven years from the date the Interconnection Request is received by TVA, unless the Interconnection Customer demonstrates that engineering, permitting and construction of the new Large Generating Facility or increase in capacity of the existing Generating Facility will take longer than the regional expansion planning period. The In-Service Date may succeed the date the Interconnection Request is received by TVA by a period up to ten years or longer where the Interconnection Customer and TVA agree, such agreement not to be unreasonably withheld.

**3.2.2 Acknowledgment of Interconnection Request.**

TVA shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement.

**3.2.3 Deficiencies in Interconnection Request.**

An Interconnection Request will not be considered to be a valid request until all items in Section 3.2.1 have been received by TVA. If an Interconnection Request fails to meet the requirements set forth in Section 3.2.1, TVA shall notify the Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide TVA the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.2.3 shall be treated in accordance with Section 3.5.

**3.2.4 Scoping Meeting.**

Within ten (10) Business Days after receipt of a valid Interconnection Request, TVA shall establish a date agreeable to Interconnection Customer for the Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from

receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection. TVA and Interconnection Customer will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings and ratings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. TVA and Interconnection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, pursuant to Section 6.1, and one or more available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

### **3.3 OASIS Posting.**

TVA will maintain on its OASIS a list of all Interconnection Requests. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the projected In-Service Date; (iv) the status of the Interconnection Request, including Queue Position; (v) the date of the Interconnection Request; (vi) the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and (vii) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of the Interconnection Customer until the Interconnection Customer executes an IA. TVA shall post to its OASIS site any deviations from the study timelines set forth herein. TVA shall also post any known deviations in the Large Generating Facility's In-Service Date.

### **3.4 Coordination with Affected Systems.**

TVA will 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 in its applicable Interconnection Study within the time frame specified in this LGIP. TVA will include such Affected System Operators, as appropriate, in meetings held with the Interconnection Customer as required by this LGIP. The Interconnection Customer will cooperate with TVA in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A Transmission Provider which may be an Affected System shall cooperate with the Transmission Provider with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

### **3.5 Withdrawal.**

The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to TVA. In addition, if the Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided in Section 13.5 (Disputes), TVA shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, the Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify TVA of its intent to pursue Dispute Resolution.

Withdrawal shall result in the loss of the Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, the Interconnection Customer's Interconnection Request is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to TVA all costs that TVA prudently incurs with respect to that Interconnection Request prior to TVA's receipt of notice described above. The Interconnection Customer must pay all monies due to TVA before it is allowed to obtain any Interconnection Study data or results.

TVA shall (i) update the OASIS Queue Position posting and (ii) refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceed the costs that TVA has incurred. In the event of such withdrawal, TVA, subject to the confidentiality provisions of Section 13.1, shall provide, at Interconnection Customer's request, all information that TVA developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

## **Section 4. Queue Position.**

### **4.1 General.**

TVA shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and the Interconnection Customer provides such information in accordance with Section 3.2.3, then TVA shall assign the Interconnection Customer a Queue Position based on the date the application form was originally filed. Moving a Point of Interconnection shall result in a lowering of Queue Position if it is deemed a Material Modification under Section 4.4.3.

The Queue Position of each Interconnection Request will be used to determine the order of performing the Interconnection Studies and determination of cost responsibility for the facilities necessary to accommodate the Interconnection Request. A higher queued Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is lower queued.

### **4.2 Clustering.**

At TVA's option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Impact Study.

Clustering shall be implemented on the basis of Queue Position. If TVA elects to study Interconnection Requests using Clustering, all Interconnection Requests received within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred to as the "Queue Cluster Window" shall be studied together. Deadline for completing all Interconnection System Impact Studies for which an Interconnection System Impact Study Agreement has been executed during a Queue Cluster Window shall be in accordance with Section 7.4, for all Interconnection Requests assigned to the same Queue Cluster Window. TVA may study an Interconnection Request separately to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Large Generating Facility.

Clustering Interconnection System Impact Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the Transmission System's capabilities at the time of each study.

The Queue Cluster Window shall have a fixed time interval based on fixed annual opening and closing dates. Any changes to the established Queue Cluster Window interval and opening or closing dates shall be announced with a posting on TVA's OASIS beginning at least one hundred and eighty (180) Calendar Days in advance of the change and continuing thereafter through the end date of the first Queue Cluster Window that is to be modified.

#### **4.3 Transferability of Queue Position.**

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change.

#### **4.4 Modifications.**

The Interconnection Customer shall submit to TVA, in writing, modifications to any information provided in the Interconnection Request. The Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1, 4.4.2 or 4.4.5, or are determined not to be Material Modifications pursuant to Section 4.4.3.

Notwithstanding the above, during the course of the Interconnection Studies, either the Interconnection Customer or TVA may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes are acceptable to TVA and Interconnection Customer, such acceptance not to be unreasonably withheld, TVA shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 6.4, Section 7.6 and Section 8.5 as applicable and Interconnection Customer shall retain its Queue Position.

- 4.4.1** Prior to the return of the executed Interconnection System Impact Study Agreement to TVA, modifications permitted under this Section shall include specifically: (a) a reduction up to 60 percent (MW) of electrical output of the proposed project; (b) modifying the technical parameters associated with the Large Generating Facility technology or the Large Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For plant increases, the incremental increase in plant output will go to the end of the queue for the purposes of cost allocation and study analysis.
- 4.4.2** Prior to the return of the executed Interconnection Facility Study Agreement to TVA, the modifications permitted under this Section shall include specifically: (a) additional 15 percent decrease in plant size (MW), and (b) Large Generating Facility technical parameters associated with modifications to Large Generating Facility technology and transformer impedances; provided, however, the incremental costs associated with those modifications are the responsibility of the requesting Interconnection Customer.
- 4.4.3** Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.2, and 4.4.5, Interconnection Customer may first request that TVA evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, TVA shall evaluate the proposed modifications prior to making them and inform the Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.
- 4.4.4** Upon receipt of Interconnection Customer's request for modification permitted under this Section 4.4, TVA shall commence and perform any necessary additional studies as soon as practicable, but in no event shall TVA commence

such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.

- 4.4.5** Extensions of less than three (3) cumulative years in the Commercial Operation Date of the Large Generating Facility to which the Interconnection Request relates are not material, unless affecting lower-queued projects, and should be handled through construction sequencing.

## **Section 5. Procedures for Interconnection Requests Submitted Prior to Effective Date of Standard Large Generator Interconnection Procedures.**

### **5.1 Queue Position for Pending Requests.**

**5.1.1** Any Interconnection Customer assigned a Queue Position prior to the effective date of this LGIP shall retain that Queue Position.

**5.1.1.1** If an Interconnection Study Agreement has not been executed as of the effective date of this LGIP, then such Interconnection Study, and any subsequent Interconnection Studies, shall be processed in accordance with this LGIP.

**5.1.1.2** If an Interconnection Study Agreement has been executed prior to the effective date of this LGIP, such Interconnection Study shall be completed in accordance with the terms of such agreement. With respect to any remaining studies for which an Interconnection Customer has not signed an Interconnection Study Agreement prior to the effective date of the LGIP, TVA must offer the Interconnection Customer the option of either continuing under TVA's existing interconnection study process or going forward with the completion of the necessary Interconnection Studies (for which it does not have a signed Interconnection Studies Agreement) in accordance with this LGIP.

**5.1.1.3** If an IA has been executed before the effective date of the LGIP, then the IA would be grandfathered.

#### **5.1.2 Transition Period.**

To the extent necessary, TVA and Interconnection Customers with an outstanding request (i.e., an Interconnection Request for which an IA has not been executed as of the effective date of this LGIP) shall transition to this LGIP within a reasonable period of time not to exceed sixty (60) Calendar Days. The

use of the term "outstanding request" herein shall mean any Interconnection Request, on the effective date of the LGIP: (i) that has been submitted but not yet accepted by TVA; (ii) where the related interconnection agreement has not yet been executed, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any Interconnection Customer with an outstanding request as of the effective date of this LGIP may request a reasonable extension of any deadline, otherwise applicable, if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension shall be granted by TVA to the extent consistent with the intent and process provided for under this LGIP.

## **5.2 New Transmission Provider.**

If TVA transfers control of its Transmission System to a successor Transmission Provider during the period when an Interconnection Request is pending, TVA shall transfer to the successor Transmission Provider any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this LGIP shall be paid by or refunded to the Interconnection Customer, as appropriate. TVA shall coordinate with the successor Transmission Provider to complete any Interconnection Study, as appropriate, that TVA has begun but has not completed. If TVA has tendered a draft IA to the Interconnection Customer but the Interconnection Customer has not executed the IA, unless otherwise provided, the Interconnection Customer may elect to complete negotiations with the successor to TVA.

## **Section 6. Interconnection Feasibility Study.**

### **6.1 Interconnection Feasibility Study Agreement.**

Simultaneously with the acknowledgement of a valid Interconnection Request TVA shall provide to Interconnection Customer the optional Interconnection Feasibility Study Agreement in the form of Appendix 2. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study. Within five (5) Business Days following the Scoping Meeting Interconnection Customer shall specify for inclusion in the attachment to the Interconnection Feasibility Study Agreement the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection. Within five (5) Business Days following TVA's receipt of such designation, TVA shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement signed by TVA, which includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. The Interconnection Customer shall execute and deliver to TVA the Interconnection Feasibility Study Agreement along with a \$10,000 deposit no later than thirty (30) Calendar Days after its receipt.

On or before the return of the executed Interconnection Feasibility Study Agreement to TVA, the Interconnection Customer shall provide the technical data called for in Appendix 1, Attachment A.

If the Interconnection Feasibility Study uncovers any materially adverse result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by either Interconnection Customer or TVA, and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and Re-studies shall be completed pursuant to Section 6.4 as applicable. For the purpose of this Section 6.1, if TVA and Interconnection Customer cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.2.4, shall be the substitute.

If Interconnection Customer and TVA agree to forgo the Interconnection Feasibility Study, TVA will initiate an Interconnection System Impact Study under Section 7 of this LGIP and apply the \$10,000 deposit towards the Interconnection System Impact Study.

## **6.2 Scope of Interconnection Feasibility Study.**

The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Transmission System.

The Interconnection Feasibility Study will consider the Base Case as well as all Generating Facilities (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue Position but have executed an IA. The Interconnection Feasibility Study will consist of a power flow and short circuit analysis. The Interconnection Feasibility Study will provide a list of facilities and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

## **6.3 Interconnection Feasibility Study Procedures.**

TVA shall utilize existing studies to the extent practicable when it performs the study. TVA shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after TVA receives the fully executed Interconnection Feasibility Study Agreement. At the request of the Interconnection Customer or at any time TVA determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, TVA shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If TVA is unable to complete the Interconnection Feasibility Study within that time period, it shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, TVA shall provide the Interconnection Customer supporting documentation, workpapers and relevant power flow and short circuit databases for the

Interconnection Feasibility Study, subject to confidentiality arrangements consistent with Section 13.1.

**6.3.1 Meeting with TVA.**

Within ten (10) Business Days of providing an Interconnection Feasibility Study report to Interconnection Customer or at an otherwise mutually agreeable date, TVA and Interconnection Customer shall meet to discuss the results of the Interconnection Feasibility Study.

**6.4 Re-Study.**

If Re-Study of the Interconnection Feasibility Study is required due to a higher queued project dropping out of the queue, or a modification of a higher queued project subject to Section 4.4, or re-designation of the Point of Interconnection pursuant to Section 6.1 TVA shall notify Interconnection Customer in writing. TVA shall use Reasonable Efforts to complete such Re-Study no later than forty-five (45) Calendar Days from the date of the notice. Any cost of Re-Study shall be borne by the Interconnection Customer being re-studied.

## **Section 7. Interconnection System Impact Study.**

### **7.1 Interconnection System Impact Study Agreement.**

Unless otherwise agreed, pursuant to the Scoping Meeting provided in Section 3.2.4, simultaneously with the delivery of the Interconnection Feasibility Study to the Interconnection Customer, TVA shall provide to the Interconnection Customer an Interconnection System Impact Study Agreement in the form of Appendix 3 to this LGIP. The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate TVA for the actual cost of the Interconnection System Impact Study. Within three (3) Business Days following the Interconnection Feasibility Study results meeting, TVA shall provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection System Impact Study.

### **7.2 Execution of Interconnection System Impact Study Agreement.**

The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to TVA no later than thirty (30) Calendar Days after its receipt along with demonstration of Site Control, and a \$50,000 deposit.

If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection System Impact Study Agreement, TVA shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection System Impact Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection System Impact Study Agreement or deposit.

If the Interconnection System Impact Study uncovers any materially adverse result(s) not contemplated during the Scoping Meeting and the Interconnection Feasibility Study, a substitute Point of Interconnection identified by either Interconnection Customer or TVA, and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and

restudies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if TVA and Interconnection Customer cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.2.4, shall be the substitute.

### **7.3 Scope of Interconnection System Impact Study.**

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the Transmission System. The Interconnection System Impact Study will consider the Base Case as well as all Generating Facilities (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue Position but have executed an IA.

The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, and a power flow analysis. The Interconnection System Impact Study will state the assumptions upon which it is based; state the results of the analyses; and provide the requirements 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. The Interconnection System Impact Study will provide a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

### **7.4 Interconnection System Impact Study Procedures.**

TVA shall coordinate the Interconnection System Impact Study with any Affected System that is affected by the Interconnection Request pursuant to Section 3.4 above. TVA shall utilize existing studies to the extent practicable when it performs the study. TVA shall use Reasonable Efforts to complete the Interconnection System Impact

Study within ninety (90) Calendar Days after the receipt of the Interconnection System Impact Study Agreement or notification to proceed, study payment, and technical data. If TVA uses Clustering, TVA shall use Reasonable Efforts to deliver a completed Interconnection System Impact Study within ninety (90) Calendar Days after the close of the Queue Cluster Window.

At the request of the Interconnection Customer or at any time TVA determines that it will not meet the required time frame for completing the Interconnection System Impact Study, TVA shall notify the Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If TVA is unable to complete the Interconnection System Impact Study within the time period, it shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, TVA shall provide the Interconnection Customer all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Interconnection System Impact Study, subject to confidentiality arrangements consistent with Section 13.1.

#### **7.5 Meeting with TVA.**

Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer or at an otherwise mutually agreeable date, TVA and Interconnection Customer shall meet to discuss the results of the Interconnection System Impact Study.

#### **7.6 Re-Study.**

If Re-Study of the Interconnection System Impact Study is required due to a higher queued project dropping out of the queue, or a modification of a higher queued project subject to Section 4.4, or re-designation of the Point of Interconnection pursuant to Section 7.2 TVA shall notify Interconnection Customer in writing. TVA shall use Reasonable Efforts to complete such Re-Study no later than sixty (60) Calendar Days from the date of the notice. Any cost of Re-Study shall be borne by the Interconnection Customer being re-studied.

## **Section 8. Interconnection Facilities Study.**

### **8.1 Interconnection Facilities Study Agreement.**

Simultaneously with the delivery of the Interconnection System Impact Study to the Interconnection Customer, TVA shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 4 to this LGIP. The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate TVA for the actual cost of the Interconnection Facilities Study. Within three (3) Business Days following the Interconnection System Impact Study results meeting, TVA shall provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection Facilities Study. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to TVA within thirty (30) Calendar Days of the date of the accompanying transmittal letter, together with the required technical data, the \$100,000 deposit, and security for the estimated balance of the Study costs.

**8.1.1** TVA shall invoice Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. TVA shall continue to hold the amounts on deposit until settlement of the final invoice.

### **8.2 Scope of Interconnection Facilities Study.**

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities.

### **8.3 Interconnection Facilities Study Procedures.**

TVA shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.4 above. TVA shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. TVA shall endeavor to complete the Interconnection Facilities Study by the estimated date stated in the Interconnection Facilities Study Agreement. TVA shall use the same due diligence in completing the Interconnection Facilities Study for any other Interconnection Customer that it uses when conducting studies for TVA facilities.

At the request of the Interconnection Customer or at any time TVA determines that it will not meet the required time frame for completing the Interconnection Facilities Study, TVA shall notify the Interconnection Customer as to the schedule status of the Interconnection Facilities Study. If TVA is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, it shall notify the Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required.

The Interconnection Customer may, within thirty (30) Calendar Days after receipt of the draft report, provide written comments to TVA, which TVA shall include in the final report. TVA shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. TVA may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require TVA to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, TVA shall provide the Interconnection Customer supporting documentation, workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 13.1.

**8.4 Meeting with TVA.**

At the Interconnection Customer's request, within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer or at an otherwise mutually agreeable date, TVA and Interconnection Customer shall meet to discuss the results of the Interconnection Facilities Study.

**8.5 Re-Study.**

If Re-Study of the Interconnection Facilities Study is required due to a higher queued project dropping out of the queue or a modification of a higher queued project pursuant to Section 4.4, TVA shall so notify Interconnection Customer in writing. TVA shall use the same due diligence in completing the Re-Study for any other Interconnection Customer that it uses when conducting studies for TVA facilities. Any cost of Re-Study shall be borne by the Interconnection Customer being re-studied.

## **Section 9. Engineering & Procurement (E&P) Agreement.**

Prior to executing an IA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request and TVA shall offer the Interconnection Customer, an E&P Agreement that authorizes TVA to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, TVA shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the LGIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Queue Position or In-Service Date. The E&P Agreement shall provide for the Interconnection Customer to pay the cost of all activities authorized by the Interconnection Customer and to make advance payments or provide other satisfactory security for such costs.

The Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its application for interconnection or either Party terminates the E&P Agreement, to the extent the equipment ordered can be canceled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, TVA may elect: (i) to take title to the equipment, in which event TVA shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

## **Section 10. Optional Interconnection Study.**

### **10.1 Optional Interconnection Study Agreement.**

On or after the date when the Interconnection Customer receives Interconnection System Impact Study results, the Interconnection Customer may request, and TVA shall perform a reasonable number of Optional Studies. The request shall describe the assumptions that the Interconnection Customer wishes TVA to study within the scope described in Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, TVA shall provide to the Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that the Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) TVA's estimate of the cost of the Optional Interconnection Study. To the extent known by TVA, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. Notwithstanding the above, TVA shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

The Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a \$10,000 deposit to TVA.

### **10.2 Scope of Optional Interconnection Study.**

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify TVA's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, which may be required to provide Interconnection Service based upon the results of the Optional

Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. TVA shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the Interconnection being studied. TVA shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

**10.3 Optional Interconnection Study Procedures.**

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to TVA within ten (10) Business Days of Interconnection Customer receipt of the Optional Interconnection Study Agreement. TVA shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed upon time period specified within the Optional Interconnection Study Agreement. If TVA is unable to complete the Optional Interconnection Study within such time period, it shall notify the Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Any difference between the study payment and the actual cost of the study shall be paid to TVA or refunded to the Interconnection Customer, as appropriate. Upon request, TVA shall provide the Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

## **Section 11. Interconnection Agreement (IA).**

### **11.1 Tender.**

Interconnection Customer shall tender comments on the draft Interconnection Facilities Study Report within thirty (30) Calendar Days of receipt of the report. Within thirty (30) Calendar Days after the comments are submitted, TVA shall tender a draft IA, together with draft appendices (or exhibits) completed to the extent practicable. Interconnection Customer shall execute and return the completed draft appendices (or exhibits) within thirty (30) Calendar Days.

### **11.2 Negotiation.**

Notwithstanding Section 11.1, at the request of the Interconnection Customer TVA shall begin negotiations with the Interconnection Customer concerning the appendices (or exhibits) to the IA at any time after the Interconnection Customer executes the Interconnection Facilities Study Agreement. TVA and the Interconnection Customer shall negotiate concerning any disputed provisions of the appendices (or exhibits) to the draft IA for not more than sixty (60) Calendar Days after tender of the final Interconnection Facilities Study Report. If the Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft IA pursuant to Section 11.1 and initiate Dispute Resolution procedures pursuant to Section 13.5. If the Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if the Interconnection Customer has not executed the IA or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of draft IA, it shall be deemed to have withdrawn its Interconnection Request. TVA shall provide to the Interconnection Customer a final IA within fifteen (15) Business Days after the completion of the negotiation process.

### **11.3 Execution.**

Within fifteen (15) Business Days after receipt of the final IA, the Interconnection Customer shall provide TVA (A) reasonable evidence of continued Site Control or (B) posting of \$250,000, non-refundable additional security, which shall be applied toward future

construction costs. At the same time, Interconnection Customer also shall provide reasonable evidence that one or more of the following milestones in the development of the Large Generating Facility, at the Interconnection Customer's election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Large Generating Facility; or (v) application for an air, water, or land use permit.

The Interconnection Customer shall execute two originals of the tendered IA and return them to TVA.

**11.4 Commencement of Interconnection Activities.**

If the Interconnection Customer executes the final IA, TVA and the Interconnection Customer shall perform their respective obligations in accordance with the terms of the IA.

## **Section 12. Construction of TVA's Interconnection Facilities and Network Upgrades.**

### **12.1 Schedule.**

TVA and the Interconnection Customer shall negotiate in good faith concerning a schedule for the construction of TVA's Interconnection Facilities and the Network Upgrades.

### **12.2 Construction Sequencing.**

#### **12.2.1 General**

In general, the In-Service Date of an Interconnection Customer seeking interconnection to the Transmission System will determine the sequence of construction of Network Upgrades.

#### **12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than the Interconnection Customer**

An Interconnection Customer with an IA, in order to maintain its In-Service Date, may request that TVA advance to the extent necessary the completion of Network Upgrades associated with another Interconnection Customer's Interconnection Request that: (i) were assumed in the Interconnection Studies for the Interconnection Customer, (ii) are necessary to support the In-Service Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than the Interconnection Customer that is seeking interconnection to the Transmission System, in time to support such In-Service Date. Upon such request, TVA will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay TVA: (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

The entity with the original contractual obligation to construct such Network Upgrades shall be obligated to pay the costs of the Network Upgrades as originally

scheduled, less the costs of expediting. Payment by that entity shall be due on the date that it would have been due had there been no request for advance construction. TVA shall forward to the Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to the Interconnection Customer.

**12.2.3 Advancing Construction of Network Upgrades that Are Part of an Expansion Plan of TVA**

An Interconnection Customer with an IA, in order to maintain its In-Service Date, may request that TVA advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such In-Service Date and (ii) would otherwise not be completed, pursuant to an expansion plan of TVA, in time to support such In-Service Date. Upon such request, TVA will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay TVA any associated expediting costs.

**12.2.4 Amended Interconnection System Impact Study**

An Interconnection System Impact Study will be amended to determine the facilities necessary to support the requested In-Service Date. This amended study will include those transmission and Large Generating Facilities that are expected to be in service on or before the requested In-Service Date.

## **Section 13. Miscellaneous.**

### **13.1 Confidentiality.**

Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of an IA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

#### **13.1.1 Scope**

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the IA; or (6) is required, in accordance with §13.1.6 of the LGIP, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any

legal proceeding establishing rights and obligations under the IA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

**13.1.2 Release of Confidential Information**

Neither Party shall release or disclose Confidential Information to any other person, except to employees and consultants of the parties working on the Interconnection Request, or to parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, and only if such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party having received Confidential Information that provides the information to any other person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

**13.1.3 Rights**

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**13.1.4 No Warranties**

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any

further agreements or proceed with any other relationship or joint venture.

**13.1.5 Standard of Care**

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under these procedures or its regulatory requirements.

**13.1.6 Order of Disclosure**

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of the IA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**13.1.7 Remedies**

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law.

Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

**13.1.8** Any information that a Party claims is competitively sensitive, commercial or financial information ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a sub-regional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

- 13.1.9** This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).
- 13.1.10** TVA shall, at Interconnection Customer's election, destroy, in a confidential manner, or return the Confidential Information provided at the time that Confidential Information is no longer needed.
- 13.1.11** In response to any Freedom of Information Act (FOIA) request for information received from or relating to the Interconnection Customer and designated by the Interconnection Customer as proprietary or confidential, TVA will evaluate the requested information and determine the applicability of any FOIA exemptions. TVA further agrees to consult with and seek the views of the Interconnection Customer regarding the application of FOIA exemptions to information submitted by the Interconnection Customer, including, but not limited to 5 U.S.C. § 552(b)(4). Pursuant to its responsibilities under the FOIA, TVA must make the final determination on whether the requested information is legally exempt from disclosure under the FOIA and will notify the Interconnection Customer accordingly in advance of release of any of the information.

**13.2 Delegation of Responsibility.**

TVA may use the services of subcontractors as it deems appropriate to perform its obligations under the LGIP. TVA shall remain primarily liable to the Interconnection Customer for the performance of such subcontractors and compliance with its obligations of the LGIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

**13.3 Obligation for Study Costs.**

TVA shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to Interconnection Customer or offset against the cost of any

future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. TVA shall not be obligated to perform or continue to perform any studies unless Interconnection Customer has paid all undisputed amounts in compliance herewith.

#### **13.4 Third Parties Conducting Studies.**

If (i) at the time of the execution of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) the Interconnection Customer receives notice pursuant to Sections 6.3, 7.4 or 8.3 that TVA will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) the Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.3 within the applicable timeframe for such Interconnection Study, then the Interconnection Customer may request that TVA utilize a third party consultant reasonably acceptable to Interconnection Customer and TVA to perform such Interconnection Study under the direction of TVA. At other times, TVA may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of the Interconnection Customer, or on its own volition.

In all cases, use of a third party consultant shall be in accord with the IA and limited to situations where TVA determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's pending Interconnection Request and not interfere with TVA's progress on Interconnection Studies for other pending Interconnection Requests. In cases where the Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, Interconnection Customer and TVA shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. TVA shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as practicable upon Interconnection Customer's request

subject to the confidentiality provision in Section 13.1. In any case, such third party contract will be entered into with TVA. In the case of (iii) the Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this LGIP, the IA, and the TVA Transmission Service Guidelines procedures and protocols as would apply if TVA were to conduct the Interconnection Study. Such third party consultant shall use the information provided to it solely for purposes of performing such services and for no other purposes. TVA shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

## **13.5 Disputes.**

### **13.5.1 Submission.**

Should any question, disagreement, or need for clarification or interpretation about a pending Interconnection Request arise (Dispute), the Parties agree to use their best efforts to resolve such matters informally at the lowest possible levels of management. Such matters not resolved at the working level within a sixty (60) day period shall be referred to higher levels of management of both the Interconnection Customer and TVA for resolution, if possible. The Parties further agree to develop and use consensual alternative dispute resolution processes, such as mediation and facilitation, whenever necessary and appropriate.

### **13.5.2 Arbitration Procedures.**

Disputes related to the IA will be handled in accordance with the terms of an executed IA.

## **APPENDICES TO LGIP**

APPENDIX 1	INTERCONNECTION REQUEST
APPENDIX 2	INTERCONNECTION FEASIBILITY STUDY AGREEMENT
APPENDIX 3	INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT
APPENDIX 4	INTERCONNECTION FACILITIES STUDY AGREEMENT
APPENDIX 5	OPTIONAL INTERCONNECTION STUDY AGREEMENT
APPENDIX 6	INTERCONNECTION AGREEMENT

**APPENDIX 1 to LGIP  
INTERCONNECTION REQUEST**

1. The undersigned Interconnection Customer submits this request to interconnect its Large Generating Facility with TVA's Transmission System.
2. This Interconnection Request is for (check one):  
 A proposed new Large Generating Facility.  
 An increase in the generating capacity or a Material Modification of an existing Generating Facility.
3. The Interconnection Customer provides the following information:
  - a. Address or location of the proposed new Large Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and specific location of the existing Generating Facility;
  - b. Maximum summer at \_\_\_\_ degrees C and winter at \_\_\_\_ degrees C megawatt electrical output of the proposed new Large Generating Facility or the amount of megawatt increase in the generating capacity of an existing Generating Facility;
  - c. General description of the equipment configuration;
  - d. Commercial Operation Date by day, month, and year;
  - e. Name, address, telephone number, and e-mail address of the Interconnection Customer's contact person;
  - f. Approximate location of the proposed Point of Interconnection; and
  - g. Interconnection Customer Data (set forth in Attachment A)
4. Applicable deposit amount as specified in the LGIP.

5. Evidence of Site Control as specified in the LGIP (check one)

\_\_\_\_\_ Is attached to this Interconnection Request

\_\_\_\_\_ Will be provided at a later date in accordance with this LGIP

6. This Interconnection Request shall be submitted to the representative indicated below:

Mark W. Brooks  
Tennessee Valley Authority  
1101 Market Street, PCC 2A  
Chattanooga, TN 37402-2801  
(423) 697-4085  
mwbrooks2@tva.gov

7. Representative of the Interconnection Customer to contact:

[\_\_\_\_\_]

8. This Interconnection Request is submitted by:

Name of Interconnection Customer:

\_\_\_\_\_

By (signature): \_\_\_\_\_

Name (type or print): \_\_\_\_\_

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

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

**LARGE GENERATING FACILITY DATA UNIT RATINGS**

kVA \_\_\_\_\_ °F \_\_\_\_\_ Voltage \_\_\_\_\_  
 Power Factor \_\_\_\_\_  
 Speed (RPM) \_\_\_\_\_ Connection (e.g. Wye) \_\_\_\_\_  
 Short Circuit Ratio \_\_\_\_\_ Frequency, Hertz \_\_\_\_\_  
 Stator Amperes at Rated kVA \_\_\_\_\_ Field Volts \_\_\_\_\_  
 Max Turbine MW \_\_\_\_\_ °F \_\_\_\_\_

**COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA**

Inertia Constant, H = \_\_\_\_\_ kW sec/kVA  
 Moment-of-Inertia, WR<sub>2</sub> = \_\_\_\_\_ lb. ft.<sup>2</sup>

**REACTANCE DATA (PER UNIT-RATED KVA)**

	DIRECT AXIS	QUADRATURE AXIS
Synchronous – saturated	X <sub>dv</sub> _____	X <sub>qv</sub> _____
Synchronous – unsaturated	X <sub>di</sub> _____	X <sub>qi</sub> _____
Transient – saturated	X' <sub>dv</sub> _____	X' <sub>qv</sub> _____
Transient – unsaturated	X' <sub>di</sub> _____	X' <sub>qi</sub> _____
Subtransient – saturated	X'' <sub>dv</sub> _____	X'' <sub>qv</sub> _____
Subtransient – unsaturated	X'' <sub>di</sub> _____	X'' <sub>qi</sub> _____
Negative Sequence – saturated	X <sub>2v</sub> _____	
Negative Sequence – unsaturated	X <sub>2i</sub> _____	
Zero Sequence – saturated	X <sub>0v</sub> _____	
Zero Sequence – unsaturated	X <sub>0i</sub> _____	
Leakage Reactance	X <sub>lm</sub> _____	

**FIELD TIME CONSTANT DATA (SEC)**

Open Circuit	T' <sub>do</sub> _____	T' <sub>qo</sub> _____
Three-Phase Short Circuit Transient	T' <sub>d3</sub> _____	T' <sub>q</sub> _____
Line to Line Short Circuit Transient	T' <sub>d2</sub> _____	
Line to Neutral Short Circuit Transient	T' <sub>d1</sub> _____	
Short Circuit Subtransient	T'' <sub>d</sub> _____	T'' <sub>q</sub> _____
Open Circuit Subtransient	T'' <sub>do</sub> _____	T'' <sub>qo</sub> _____

**ARMATURE TIME CONSTANT DATA (SEC)**

Three Phase Short Circuit	T <sub>a3</sub> _____
Line to Line Short Circuit	T <sub>a2</sub> _____
Line to Neutral Short Circuit	T <sub>a1</sub> _____

NOTE: If requested information is not applicable, indicate by marking "N / A."

**MW CAPABILITY AND PLANT CONFIGURATION  
LARGE GENERATING FACILITY DATA**

**ARMATURE WINDING RESISTANCE DATA (PER UNIT)**

Positive	$R_1$
Negative	$R_2$
Zero	$R_0$

Rotor Short Time Thermal Capacity  $I_2^2t$  = \_\_\_\_\_

Field Current at Rated kVA, Armature Voltage and PF = \_\_\_\_\_ amps

Field Current at Rated kVA and Armature Voltage, 0 PF = \_\_\_\_\_ amps

Three Phase Armature Winding Capacitance = \_\_\_\_\_ microfarad

Field Winding Resistance = \_\_\_\_\_ ohms \_\_\_\_\_ °C

Armature Winding Resistance (Per Phase) = \_\_\_\_\_ ohms \_\_\_\_\_ °C

**CURVES**

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

**GENERATOR STEP-UP TRANSFORMER DATA**

**RATINGS**

Capacity \_\_\_\_\_ Self-cooled/maximum nameplate  
\_\_\_\_\_ / \_\_\_\_\_ kVA

Voltage Ratio \_\_\_\_\_ Generator side/System side  
\_\_\_\_\_ / \_\_\_\_\_ kV

Winding Connections \_\_\_\_\_ Low V/High V (Delta or Wye)  
\_\_\_\_\_ / \_\_\_\_\_

Fixed Taps Available \_\_\_\_\_

Present Tap Setting \_\_\_\_\_

**IMPEDANCE**

Positive  $Z_1$  (on self-cooled kVA rating) \_\_\_\_\_ % \_\_\_\_\_ X/R

Zero  $Z_0$  (on self-cooled kVA rating) \_\_\_\_\_ % \_\_\_\_\_ X/R

**EXCITATION SYSTEM DATA**

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (PSS) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

**GOVERNOR SYSTEM DATA**

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

**WIND GENERATORS**

Number of generators to be interconnected pursuant to this Interconnection Request: \_\_\_\_\_

Elevation: \_\_\_\_\_      \_\_\_\_\_ Single Phase      \_\_\_\_\_ Three Phase

Inverter manufacturer, model name, number, and version:

\_\_\_\_\_

List of adjustable setpoints for the protective equipment or software:

\_\_\_\_\_

Note: A completed General Electric Company Power Systems Load Flow (PSLF) data sheet or other compatible formats, such as IEEE and PTI power flow models, must be supplied with the Interconnection Request. If other data sheets are more appropriate to the proposed device then they shall be provided and discussed at Scoping Meeting.

**INDUCTION GENERATORS:**

Field Volts: \_\_\_\_\_  
Field Amperes: \_\_\_\_\_  
Motoring Power (kW): \_\_\_\_\_  
Neutral Grounding Resistor (If Applicable): \_\_\_\_\_  
 $I_2^2t$  or K (Heating Time Constant): \_\_\_\_\_  
Rotor Resistance: \_\_\_\_\_  
Stator Resistance: \_\_\_\_\_  
Stator Reactance: \_\_\_\_\_  
Rotor Reactance: \_\_\_\_\_  
Magnetizing Reactance: \_\_\_\_\_  
Short Circuit Reactance: \_\_\_\_\_  
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

APPENDIX 2 to LGIP

**INTERCONNECTION FEASIBILITY STUDY AGREEMENT**

BETWEEN

TENNESSEE VALLEY AUTHORITY

AND

[\_\_\_\_\_]

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Tennessee Valley Authority ("TVA"), a corporation created by and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended, and [\_\_\_\_\_], a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_. TVA and [\_\_\_\_\_] are also hereinafter sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, [\_\_\_\_\_] is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request dated \_\_\_\_\_; and

**WHEREAS**, [\_\_\_\_\_] desires to interconnect the Large Generating Facility with the TVA Transmission System; and

**WHEREAS**, [\_\_\_\_\_] has requested TVA to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Large Generating Facility to the TVA Transmission System, and of any Affected Systems;

**NOW, THEREFORE**, the Parties agree as follows:

1. [\_\_\_\_\_] elects and TVA shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of the LGIP.
2. The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

3. The Interconnection Feasibility Study shall be based on the technical information provided by [\_\_\_\_\_] in the Interconnection Request, as may be modified as the result of the Scoping Meeting. TVA reserves the right to request additional technical information from [\_\_\_\_\_] as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with Section 3.2.4 of the LGIP. If, after the designation of the Point of Interconnection pursuant to Section 3.2.4 of the LGIP, [\_\_\_\_\_] modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.
4. The Interconnection Feasibility Study report shall provide the following information:
  - -preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
  - -preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection; and
  - -preliminary description and non-bonding estimated cost of facilities required to interconnect the Large Generating Facility to the TVA Transmission System and to address the identified short circuit and power flow issues.
5. Concurrent with its execution of this Agreement, [\_\_\_\_\_] shall remit to TVA by electronic transfer \$10,000 (“Upfront Payment”). The Upfront Payment shall be applied (as specified in Section 6) to [\_\_\_\_\_]'s reimbursement to TVA for TVA’s actual costs, including applicable overheads, incurred by TVA in performing the Study. The Upfront Payment shall be made via the Automated Clearing House (ACH) to the following account:

Cash Link-ACH Receiver  
401 14th Street, S.W.  
Washington, D.C. 20227  
Routing Transit No. 051036706  
Account No. 349000, for the credit of  
Tennessee Valley Authority

Contact (865) 632-8125 with any questions

6. [ ] shall reimburse TVA for its actual costs, including applicable overheads, incurred in performing the Study. Said reimbursement is estimated, for convenience only, to be approximately \$\_\_\_\_\_. If the total actual costs, including applicable overheads, incurred by TVA in performing the Study exceed the total of the Deposit and the Upfront Payment, TVA shall, as soon as practicable after completion of the Study, submit to [ ] a written invoice for the excess amount. Such invoice shall be due and payable thirty (30) Calendar Days after the date of the invoice. If the due date falls on a non-business day, then the payment shall be due on the next following Business Day. If the total actual costs, including applicable overheads, incurred by TVA in performing the Study are less than the total of the Deposit and the Upfront Payment, TVA shall refund the difference to [ ]. Any payments due under this Section 6 shall be made by electronic transfer to an appropriate account designated by the Party to whom the payment is owed.

If [ ] fails to pay the amount of TVA's invoice when due, then [ ] shall pay interest, calculated in accordance with the methodology specified for interest on refunds in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii), on the amount that is not paid from the date that such amount is due through the date on which TVA receives payment. TVA shall submit an invoice to [ ] for such added charge, which shall be due and payable upon receipt.

In case any portion of any invoice is the subject of a bona fide dispute, the undisputed amount shall be payable when due as described above. The disputed amount subsequently determined to be owed shall be paid promptly after such determination, with interest at the rate specified above from the date such amount would have been due in the absence of any dispute.

Invoices shall be mailed by TVA to [ ] at the address indicated below:

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7. If, while performing the Study, TVA identifies any potential impacts on the system of either a distributor of TVA power or a directly-served customer of TVA ("TVA Customer"), TVA shall notify both the TVA Customer and [\_\_\_\_\_] that TVA has determined that the Facility has the potential to impact the TVA Customer's system. It is recognized by the Parties that the TVA Customer may be required to perform an Interconnection System Impact Study to determine the impacts of the Facility on the TVA Customer's system. In such case, TVA shall enter into a separate letter agreement with the TVA Customer which letter agreement shall include, among other things, provisions governing the TVA Customer's invoicing TVA for the cost of performing the Study and TVA's release of confidential information to the TVA Customer. [\_\_\_\_\_] shall reimburse TVA for all payments made by TVA to the TVA Customer as compensation for the costs incurred by the TVA Customer in performing the Study. The provisions of Section 6 shall apply to invoices issued by TVA under this Section 7.
  8. If, while performing the Study, TVA identifies any potential impacts on the system of a neighboring utility other than a TVA Customer, TVA shall notify both said neighboring utility and [\_\_\_\_\_] that TVA has determined that the Facility has the potential to impact the system of said neighboring utility. [\_\_\_\_\_] and said neighboring utility shall enter into the contractual arrangements that said neighboring utility deems necessary for said neighboring utility to perform its own Study to determine the impacts of the Facility on its system.
  9. The Parties agree that any data provided pursuant to this Agreement and designated confidential by the providing Party shall be kept confidential, to the extent permitted by law, and that neither Party shall disclose such designated data, except as required by law; provided, however, that either Party may disclose such confidential designated data in any manner consistent with a written consent to such disclosure obtained from the providing Party prior to such disclosure or as provided below. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TVA may disclose such confidential designated data on a strict need-to-know basis to third party(s) assisting TVA in performing the Study or to TVA Customer(s) as provided for in Section 8, provided, that said third party(s) and TVA Customer(s) have agreed to keep the designated data confidential. The Parties hereby

consider this Agreement confidential and agree that, to the extent permitted by law, it shall also be kept confidential in accordance with this Section 9.

Data or information shall not be deemed confidential information where:

- (a) it becomes public information or is otherwise generally available to the public through no action or fault of the receiving Party;
- (b) it is already in the receiving Party's possession prior to the effective date of this Agreement and was not received directly or indirectly from the providing Party;
- (c) it is lawfully received by the receiving Party from a person who did not receive the same information directly or indirectly from the providing Party; or
- (d) it is at any time independently developed by employees or consultants of the receiving Party who have not had access to the confidential information in the possession of the receiving Party.

In the event that one Party is required by a State or Federal regulatory authority or court to disclose data previously provided in connection with the Study by the other Party under a confidentiality designation, the Party subject to such requirement shall exercise reasonable efforts to obtain a confidentiality agreement with or appropriate protective order from such State or Federal authority or court, as applicable, to preserve the confidentiality of the designated data to be disclosed. Further, upon receipt of such a demand for the data, the receiving Party shall promptly notify the other Party.

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

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENNESSEE VALLEY AUTHORITY

By: \_\_\_\_\_  
Vice President  
Transmission and Reliability

**Attachment A to  
Appendix 2  
Interconnection Feasibility  
Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE  
INTERCONNECTION FEASIBILITY STUDY**

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on \_\_\_\_\_:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by [\_\_\_\_\_] and other assumptions to be provided by [\_\_\_\_\_] and TVA]

APPENDIX 3 TO LGIP

**INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT**

BETWEEN

TENNESSEE VALLEY AUTHORITY

AND

[\_\_\_\_\_]

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Tennessee Valley Authority ("TVA"), a corporation created by and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended, and [\_\_\_\_\_], a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_. TVA and [\_\_\_\_\_] are also hereinafter sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, [\_\_\_\_\_] is proposing to develop a \_\_\_\_-MW Large Generating Facility to be located in \_\_\_\_\_, \_\_\_\_\_ ("Facility"); and

**WHEREAS**, the Facility is to be located near TVA's \_\_\_\_\_; and

**WHEREAS**, [\_\_\_\_\_] is currently proposing to establish a \_\_\_\_-kV interconnection with the TVA transmission system at TVA's \_\_\_\_\_ in order to transmit power and energy from the Facility; and

**WHEREAS**, TVA has determined that an Interconnection System Impact Study ("Study") will need to be performed to determine the impact of the interconnection of the Facility to the TVA transmission system;

**NOW, THEREFORE**, the Parties agree as follows:

1. TVA shall perform a Study to identify those impacts that interconnection of the Facility could reasonably be anticipated to have on the operation and reliability of the TVA transmission system. The Study shall include

load flow studies to identify thermal overloads and reactive problems, fault analysis to identify equipment overstressed due to increased fault levels, and transient stability studies to determine if the transmission system can absorb the Facility electrical output. The report summarizing the Study results shall identify any system constraints and the need for any modifications to TVA's transmission system (including Interconnection Facilities and Network Upgrades) that are required to connect the Facility to the TVA system. Said report shall also include preliminary cost estimates for any such modifications identified by the Study. The Study shall use good utility practice, engineering and operating principles, and standards, guidelines, and criteria of TVA, the Southeastern Electric Reliability Council, and the North American Electric Reliability Council. The Study shall be performed utilizing the information specified in [\_\_\_\_\_]’s request for interconnection dated \_\_\_\_\_. Within the framework of the scope of the Study that has been agreed upon as discussed above, TVA shall use its sole discretion as to the details and methods used to perform the Study, including the use by TVA of third party(s) to assist TVA in performing the Study. The Study shall include all transmission system additions and/or modifications, if any, that TVA plans to install whether or not [\_\_\_\_\_] constructs the Facility. The Study shall be performed jointly with other utilities where appropriate.

2. In performing the Study, TVA shall rely on existing transmission planning studies to the extent reasonably practicable. [\_\_\_\_\_] shall not be assessed a charge for such existing studies; however, [\_\_\_\_\_] shall be fully responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Facility on the TVA transmission system. The Study shall be performed to assess the adequacy of TVA system facilities, not [\_\_\_\_\_]’s facilities. TVA shall proceed with the Study based on the technical information contained in the \_\_\_\_\_ letters referenced in Section 1 of this Agreement. If additional information is required by TVA to perform the Study, TVA shall request the information and [\_\_\_\_\_] shall provide it as soon as reasonably possible.

If [\_\_\_\_\_] materially modifies data or other information previously provided by [\_\_\_\_\_] to TVA for the Study, which modifications will significantly prolong the time or increase the effort required by TVA to perform any ongoing or pending system impact study of a third party, TVA may, upon seven (7) Business Days’ prior

written notice, terminate this Agreement and the request for interconnection shall be considered by TVA to be withdrawn; provided, however, [\_\_\_\_\_] shall reimburse TVA, in accordance with the provisions of Section 7, for TVA's actual costs, including applicable overheads, incurred by TVA in performing the Study through the date of termination. During such 7-Business-Day notice period, [\_\_\_\_\_] may elect to refashion such modifications in a manner that will avoid such time and effort impacts to TVA's satisfaction, or [\_\_\_\_\_] may retract such modifications; in either such event TVA's termination notice shall be deemed withdrawn. Any modifications suggested by TVA or requested as a result of analysis performed by TVA as part of the Study or otherwise shall not trigger TVA's termination rights under this Section 2. Any termination and withdrawal under this Section 2 shall not affect [\_\_\_\_\_]’s ability to submit a new request for interconnection using the materially modified data or other information. Any such new request shall be treated in all respects as a new request, however, including assignment of a new interconnection priority based on the date of the new request.

3. TVA shall use due diligence to complete the Study by \_\_\_\_\_, but due to the complexity of the Study, TVA provides no guarantee that the Study can be completed within this time period. In the event TVA is unable to complete the Study within such time period, it shall so notify [\_\_\_\_\_] and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the Study. Upon completion of the Study, TVA shall provide a report summarizing the Study results to [\_\_\_\_\_].
4. THE STUDY SHALL EVALUATE ONLY THE IMPACTS OF INTERCONNECTING THE FACILITY TO THE TVA TRANSMISSION SYSTEM AND SHALL NOT ADDRESS THE ABILITY OF THE TVA TRANSMISSION SYSTEM TO TRANSFER POWER OR ENERGY FROM THE FACILITY TO ANY SPECIFIC LOAD EITHER ON THE TVA SYSTEM OR OFF SYSTEM. Any transmission service request must be submitted to TVA separately. The procedures and deadlines in TVA's Transmission Service Guidelines ("Guidelines") shall govern processing requests for transmission service. If the entity purchasing or selling the Facility electrical output requests firm transmission service, TVA will perform a transmission system impact study as provided under the Guidelines in order to determine the capability of the transmission system to deliver power from the Facility to the identified loads. The

entity purchasing or selling the Facility electrical output shall arrange for and be solely responsible for any necessary transmission of the Facility electrical output to third parties, in accordance with the Guidelines.

5. As a part of [\_\_\_\_\_]’s request for interconnection, [\_\_\_\_\_] submitted to TVA a deposit of \$10,000 (“Deposit”). The Deposit, if not applied previously to an Interconnection Feasibility Study, shall be applied (as specified in Section 7) to [\_\_\_\_\_]’s reimbursement to TVA for TVA’s actual costs, including applicable overheads, incurred by TVA in performing the Study.
6. Concurrent with its execution of this Agreement, [\_\_\_\_\_] shall remit to TVA by electronic transfer \$50,000 (“Upfront Payment”). The Upfront Payment shall be applied (as specified in Section 7) to [\_\_\_\_\_]’s reimbursement to TVA for TVA’s actual costs, including applicable overheads, incurred by TVA in performing the Study. The Upfront Payment shall be made via the Automated Clearing House (ACH) to the following account:

Cash Link-ACH Receiver  
401 14th Street, S.W.  
Washington, D.C. 20227  
Routing Transit No. 051036706  
Account No. 349000, for the credit of  
Tennessee Valley Authority  
Contact (865) 632-8125 with any questions

7. [\_\_\_\_\_] shall reimburse TVA for its actual costs, including applicable overheads, incurred in performing the Study. Said reimbursement is estimated, for convenience only, to be approximately \$\_\_\_\_\_. If the total actual costs, including applicable overheads, incurred by TVA in performing the Study exceed the total of the Deposit and the Upfront Payment, TVA shall, as soon as practicable after completion of the Study, submit to [\_\_\_\_\_] a written invoice for the excess amount. Such invoice shall be due and payable thirty (30) Calendar Days after the date of the invoice. If the due date falls on a non-business day, then the payment shall be due on the next following Business Day. If the total actual costs, including applicable overheads, incurred by TVA in performing the Study are less than the total of the Deposit and the Upfront Payment, TVA shall refund the difference to [\_\_\_\_\_]. Any payments due under this Section 7 shall be made by

electronic transfer to an appropriate account designated by the Party to whom the payment is owed.

If [ ] fails to pay the amount of TVA's invoice when due, then [ ] shall pay interest, calculated in accordance with the methodology specified for interest on refunds in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii), on the amount that is not paid from the date that such amount is due through the date on which TVA receives payment. TVA shall submit an invoice to [ ] for such added charge, which shall be due and payable upon receipt.

In case any portion of any invoice is the subject of a bona fide dispute, the undisputed amount shall be payable when due as described above. The disputed amount subsequently determined to be owed shall be paid promptly after such determination, with interest at the rate specified above from the date such amount would have been due in the absence of any dispute.

Invoices shall be mailed by TVA to [ ] at the address indicated below:

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8. If, while performing the Study, TVA identifies any potential impacts on the system of either a distributor of TVA power or a directly-served customer of TVA ("TVA Customer"), TVA shall notify both the TVA Customer and [ ] that TVA has determined that the Facility has the potential to impact the TVA Customer's system. It is recognized by the Parties that the TVA Customer may be required to perform a system impact study to determine the impacts of the Facility on the TVA Customer's system. In such case, TVA shall enter into a separate letter agreement with the TVA Customer which letter agreement shall include, among other things, provisions governing the TVA Customer's invoicing TVA for the cost of performing the system impact study and TVA's release of confidential information to the TVA Customer. [ ] shall reimburse TVA for all payments made by TVA to the TVA Customer as compensation for the costs incurred by the TVA Customer in performing the system impact study. The

provisions of Section 7 shall apply to invoices issued by TVA under this Section 8.

9. If, while performing the Study, TVA identifies any potential impacts on the system of a neighboring utility other than a TVA Customer, TVA shall notify both said neighboring utility and [\_\_\_\_\_] that TVA has determined that the Facility has the potential to impact the system of said neighboring utility. [\_\_\_\_\_] and said neighboring utility shall enter into the contractual arrangements that said neighboring utility deems necessary for said neighboring utility to perform its own system impact study to determine the impacts of the Facility on its system.
  
10. The Parties agree that any data provided pursuant to this Agreement and designated confidential by the providing Party shall be kept confidential, to the extent permitted by law, and that neither Party shall disclose such designated data, except as required by law; provided, however, that either Party may disclose such confidential designated data in any manner consistent with a written consent to such disclosure obtained from the providing Party prior to such disclosure or as provided below. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TVA may disclose such confidential designated data on a strict need-to-know basis to third party(s) assisting TVA in performing the Study or to TVA Customer(s) as provided for in Section 8, provided, that said third party(s) and TVA Customer(s) have agreed to keep the designated data confidential. The Parties hereby consider this Agreement confidential and agree that, to the extent permitted by law, it shall also be kept confidential in accordance with this Section 10.

Data or information shall not be deemed confidential information where:

- (a) it becomes public information or is otherwise generally available to the public through no action or fault of the receiving Party;
  
- (b) it is already in the receiving Party's possession prior to the effective date of this Agreement and was not received directly or indirectly from the providing Party;
  
- (c) it is lawfully received by the receiving Party from a person who did not receive the same information directly or indirectly from the providing Party; or

(d) it is at any time independently developed by employees or consultants of the receiving Party who have not had access to the confidential information in the possession of the receiving Party.

In the event that one Party is required by a State or Federal regulatory authority or court to disclose data previously provided in connection with the Study by the other Party under a confidentiality designation, the Party subject to such requirement shall exercise reasonable efforts to obtain a confidentiality agreement with or appropriate protective order from such State or Federal authority or court, as applicable, to preserve the confidentiality of the designated data to be disclosed. Further, upon receipt of such a demand for the data, the receiving Party shall promptly notify the other Party.

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

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENNESSEE VALLEY AUTHORITY

By: \_\_\_\_\_  
Vice President  
Transmission and Reliability

APPENDIX 4 TO LGIP

**INTERCONNECTION FACILITIES STUDY AGREEMENT**

BETWEEN

TENNESSEE VALLEY AUTHORITY

AND

[\_\_\_\_\_]

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Tennessee Valley Authority ("TVA"), a corporation created by and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended, and [\_\_\_\_\_], a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_. TVA and [\_\_\_\_\_] are also hereinafter sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, [\_\_\_\_\_] is proposing to develop a \_\_\_\_-MW generating facility to be located in \_\_\_\_\_, \_\_\_\_\_ ("Facility"); and

**WHEREAS**, the Facility is to be located near TVA's \_\_\_\_\_; and

**WHEREAS**, [\_\_\_\_\_] is currently proposing to establish a \_\_\_\_-kV interconnection with the TVA transmission system at TVA's \_\_\_\_\_ in order to transmit power and energy from the Facility; and

**WHEREAS**, TVA has completed an Interconnection System Impact Study to determine the impact of the interconnection of the Facility to the TVA transmission system; and

**WHEREAS**, TVA's interconnection process requires that TVA perform an Interconnection Facilities Study ("Study") in conjunction with the interconnection of the Facility to the TVA transmission system;

**NOW, THEREFORE**, the Parties agree as follows:

1. In accordance with [\_\_\_\_\_]’s interconnection request, TVA shall perform, at [\_\_\_\_\_]’s expense, a detailed Study, which Study shall include a Project Scoping Workshop (“Workshop”) and, if necessary, transmission line siting studies. The Study to be performed by TVA is an engineering study that includes, among other things, a cost estimate for the modifications needed to interconnect the Facility with the TVA transmission system and an estimated scheduled completion date by which TVA anticipates completing the design, construction, installation, inspection, and testing of said modifications. As a part of the Study, TVA shall perform a site inspection prior to the Workshop. Upon TVA’s request, [\_\_\_\_\_] shall ensure that qualified personnel from [\_\_\_\_\_] or its contractors accompany TVA on the site inspection. [\_\_\_\_\_] shall provide free access to its property to TVA and its agents to the extent necessary for TVA to complete the site inspection. TVA may, in its sole discretion, use third party(s) to assist TVA in performing the Study. The Study shall be performed jointly with other utilities where appropriate.
  
2. THE STUDY SHALL EVALUATE ONLY THE IMPACTS OF INTERCONNECTING THE FACILITY TO THE TVA TRANSMISSION SYSTEM AND SHALL NOT ADDRESS THE ABILITY OF THE TVA TRANSMISSION SYSTEM TO TRANSFER POWER OR ENERGY FROM THE FACILITY TO ANY SPECIFIC LOAD EITHER ON THE TVA SYSTEM OR OFF SYSTEM. Any transmission service request must be submitted to TVA separately. The procedures and deadlines in TVA’s Transmission Service Guidelines (“Guidelines”) shall govern processing requests for transmission service. If the entity purchasing or selling the Facility electrical output requests firm transmission service, TVA will perform a transmission system impact study as provided under the Guidelines in order to determine the capability of the transmission system to deliver power from the Facility to the identified loads. The entity purchasing or selling the Facility electrical output shall arrange for and be solely responsible for any necessary transmission of the Facility electrical output to third parties, in accordance with the Guidelines.
  
3. An integral part of performing the Study will be the Workshop. The Workshop is a joint effort between the Parties to develop a detailed scope of the work activities required for the interconnection of the Facility to the TVA transmission system, including, but not limited to,

preliminary design specifications, construction schedules, and cost estimates. After consultation with [\_\_\_\_], TVA shall notify [\_\_\_\_] of the date, time, and location of the Workshop. A checklist of activities to be completed in preparation for and during the Workshop is attached hereto as Exhibit A. To ensure the successful completion of the Workshop, it is necessary that qualified personnel from [\_\_\_\_] or its contractors attend the Workshop and bring to the Workshop any information, including but not limited to drawings, diagrams, and equipment specifications necessary to complete the activities referred to on Exhibit A. Such qualified personnel attending the Workshop shall have the necessary power and authority to make decisions and commitments on behalf of [\_\_\_\_] that are integral to satisfactorily completing the Workshop. If TVA, in its sole reasonable judgment, determines that [\_\_\_\_] has failed to provide the information and qualified personnel required for the Workshop as provided for under this Section 3, TVA may, upon seven (7) Business Days' prior written notice, terminate this Agreement and [\_\_\_\_]'s request for interconnection shall be considered by TVA to be withdrawn; provided, however, [\_\_\_\_] shall reimburse TVA, in accordance with the provisions of Section 6, for TVA's actual costs, including applicable overheads, incurred by TVA in performing the Study through the date of termination. Any termination under this Section 3 shall not affect [\_\_\_\_]'s ability to submit a new request for interconnection. Any such new request shall be treated in all respects as a new request, however, including assignment of a new interconnection priority based on the date of the new request.

4. Following the completion of the Study, TVA will prepare and send to [\_\_\_\_] a Project Scoping Package ("Package"), which constitutes the completion of the Study. The contents of a standard Package are attached hereto as Exhibit B. It is recognized by the Parties that any costs and construction schedules provided by TVA in the Package are estimates only, and such estimates shall not be binding on TVA. TVA shall use due diligence to complete the Study by \_\_\_\_\_, but due to the complexity of the Study, TVA provides no guarantee that the Study can be completed within this time period. In the event TVA is unable to complete the Study within such time period, it shall so notify [\_\_\_\_] and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the Study.

5. Concurrent with its execution of this Agreement, [ ] shall remit to TVA by electronic transfer \$100,000 ("Upfront Payment"). The Upfront Payment shall be applied (as specified in Section 6) to [ ]'s reimbursement to TVA for TVA's actual costs, including applicable overheads, incurred by TVA in performing the Study. The Upfront Payment shall be made via the Automated Clearing House ("ACH") to the following account:

Cash Link-ACH Receiver  
401 14th Street, S.W.  
Washington, D.C. 20227  
Routing Transit No. 051036706  
Account No. 349000, for the credit of  
Tennessee Valley Authority  
Contact (865) 632-8125 with any questions

6. [ ] shall reimburse TVA for its actual costs, including applicable overheads, incurred in performing the Study. Said reimbursement is estimated, for convenience only, to be approximately \$ . If the total actual costs, including applicable overheads, incurred by TVA in performing the Study exceed the Upfront Payment, TVA shall, as soon as practicable after completion of the Study, submit to [ ] a written invoice for the excess amount. Such invoice shall be due and payable thirty (30) Calendar Days after the date of the invoice. If the due date falls on a non-business day, then the payment shall be due on the next following Business Day. If the total actual costs, including applicable overheads, incurred by TVA in performing the Study are less than the Upfront Payment, TVA shall refund the difference to [ ]. Any payments due under this Section 6 shall be made by electronic transfer to an appropriate account designated by the Party to whom the payment is owed.

If [ ] fails to pay the amount of TVA's invoice when due, then [ ] shall pay interest, calculated in accordance with the methodology specified for interest on refunds in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii), on the amount that is not paid from the date that such amount is due through the date on which TVA receives payment. TVA shall submit an invoice to [ ] for such added charge, which shall be due and payable upon receipt.

In case any portion of any invoice is the subject of a bona fide dispute, the undisputed amount shall be payable when due as described above.

The disputed amount subsequently determined to be owed shall be paid promptly after such determination, with interest at the rate specified above from the date such amount would have been due in the absence of any dispute.

Invoices shall be mailed by TVA to [\_\_\_\_\_] at the address indicated below:

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

7. It is recognized by the Parties that a distributor of TVA power or a directly-served customer of TVA ("TVA Customer") may be required to perform a facilities study as a result of the interconnection of the Facility to the TVA transmission system. In such case, TVA shall enter into a separate letter agreement with the TVA Customer which letter agreement shall include, among other things, provisions governing the TVA Customer's invoicing TVA for the cost of performing the facilities study and TVA's release of confidential information to the TVA Customer. [\_\_\_\_\_] shall reimburse TVA for all payments made by TVA to the TVA Customer as compensation for the costs incurred by the TVA Customer in performing the facilities study. The provisions of Section 6 shall apply to invoices issued by TVA under this Section 7.
8. If the system of a neighboring utility other than a TVA Customer is affected by the interconnection of the Facility to the TVA transmission system, [\_\_\_\_\_] and said neighboring utility shall enter into the contractual arrangements that said neighboring utility deems necessary for said neighboring utility to perform its own facilities study.
9. The Parties agree that any data provided pursuant to this Agreement and designated confidential by the providing Party shall be kept confidential, to the extent permitted by law, and that neither Party shall disclose such designated data, except as required by law; provided, however, that either Party may disclose such confidential designated data in any manner consistent with a written consent to such disclosure obtained from the providing Party prior to such disclosure or as provided below. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TVA may disclose such confidential

designated data on a strict need-to-know basis to third party(s) assisting TVA in performing the Study or to TVA Customer(s) as provided for in Section 7, provided, that said third party(s) and TVA Customer(s) have agreed to keep the designated data confidential. The Parties hereby consider this Agreement confidential and agree that, to the extent permitted by law, it shall also be kept confidential in accordance with this Section 9.

Data or information shall not be deemed confidential information where:

- (a) it becomes public information or is otherwise generally available to the public through no action or fault of the receiving Party;
- (b) it is already in the receiving Party's possession prior to the effective date of this Agreement and was not received directly or indirectly from the providing Party;
- (c) it is lawfully received by the receiving Party from a person who did not receive the same information directly or indirectly from the providing Party; or
- (d) it is at any time independently developed by employees or consultants of the receiving Party who have not had access to the confidential information in the possession of the receiving Party.

In the event that one Party is required by a State or Federal regulatory authority or court to disclose data previously provided in connection with the Study by the other Party under a confidentiality designation, the Party subject to such requirement shall exercise reasonable efforts to obtain a confidentiality agreement with or appropriate protective order from such State or Federal authority or court, as applicable, to preserve the confidentiality of the designated data to be disclosed. Further, upon receipt of such a demand for the data, the receiving Party shall promptly notify the other Party.

Notwithstanding the provisions of this Section 9, if TVA determines that transmission line siting will be needed as result of the interconnection of the Facility to the TVA transmission system, [\_\_\_\_\_]  
authorizes TVA to publicly release any information about the Facility required for any transmission line siting studies to be performed by TVA.

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

[\_\_\_\_\_]

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

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

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

TENNESSEE VALLEY AUTHORITY

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

Vice President  
Transmission and Reliability

**APPENDIX 5 to LGIP  
OPTIONAL INTERCONNECTION STUDY AGREEMENT  
BETWEEN**

TENNESSEE VALLEY AUTHORITY

AND

[\_\_\_\_\_]

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Tennessee Valley Authority ("TVA"), a corporation created by and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended, and [\_\_\_\_\_], a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_. TVA and [\_\_\_\_\_] are also hereinafter sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, [\_\_\_\_\_] is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request dated \_\_\_\_\_; and

**WHEREAS**, [\_\_\_\_\_] desires to interconnect the Large Generating Facility with the TVA Transmission System; and

**WHEREAS**, on or after the date when [\_\_\_\_\_] receives the Interconnection System Impact Study results, [\_\_\_\_\_] has further requested that TVA prepare an Optional Interconnection Study;

**NOW, THEREFORE**, the Parties agree as follows:

1. [\_\_\_\_\_] elects and TVA shall cause to be performed an Optional Interconnection Study consistent with Section 10.0 of the LGIP.
2. The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
3. The Optional Interconnection Study shall be performed solely for informational purposes.

4. The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by [\_\_\_\_\_] in Attachment A to this Agreement. The Optional Interconnection Study will identify TVA's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide interconnection service based upon the assumptions specified by [\_\_\_\_\_] in Attachment A.
5. Concurrent with its execution of this Agreement, [\_\_\_\_\_] shall remit to TVA by electronic transfer \$10,000 ("Upfront Payment"). The Upfront Payment shall be applied (as specified in Section 6) to [\_\_\_\_\_]’s reimbursement to TVA for TVA’s actual costs, including applicable overheads, incurred by TVA in performing the Study. The Upfront Payment shall be made via the Automated Clearing House (ACH) to the following account:

Cash Link-ACH Receiver  
401 14th Street, S.W.  
Washington, D.C. 20227  
Routing Transit No. 051036706  
Account No. 349000, for the credit of  
Tennessee Valley Authority  
Contact (865) 632-8125 with any questions

6. [\_\_\_\_\_] shall reimburse TVA for its actual costs, including applicable overheads, incurred in performing the Study. Said reimbursement is estimated, for convenience only, to be approximately \$\_\_\_\_\_. If the total actual costs, including applicable overheads, incurred by TVA in performing the Study exceed the total of the Deposit and the Upfront Payment, TVA shall, as soon as practicable after completion of the Study, submit to [\_\_\_\_\_] a written invoice for the excess amount. Such invoice shall be due and payable thirty (30) Calendar Days after the date of the invoice. If the due date falls on a non-business day, then the payment shall be due on the next following Business Day. If the total actual costs, including applicable overheads, incurred by TVA in performing the Study are less than the total of the Deposit and the Upfront Payment, TVA shall refund the difference to [\_\_\_\_\_]. Any payments due under this Section 6 shall be made by electronic transfer to an appropriate account designated by the Party to whom the payment is owed.

If [ ] fails to pay the amount of TVA's invoice when due, then [ ] shall pay interest, calculated in accordance with the methodology specified for interest on refunds in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii), on the amount that is not paid from the date that such amount is due through the date on which TVA receives payment. TVA shall submit an invoice to [ ] for such added charge, which shall be due and payable upon receipt.

In case any portion of any invoice is the subject of a bona fide dispute, the undisputed amount shall be payable when due as described above. The disputed amount subsequently determined to be owed shall be paid promptly after such determination, with interest at the rate specified above from the date such amount would have been due in the absence of any dispute.

Invoices shall be mailed by TVA to [ ] at the address indicated below:

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7. The Parties agree that any data provided pursuant to this Agreement and designated confidential by the providing Party shall be kept confidential, to the extent permitted by law, and that neither Party shall disclose such designated data, except as required by law; provided, however, that either Party may disclose such confidential designated data in any manner consistent with a written consent to such disclosure obtained from the providing Party prior to such disclosure or as provided below. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TVA may disclose such confidential designated data on a strict need-to-know basis to third party(s) assisting TVA in performing the Study that said third party(s) have agreed to keep the designated data confidential. The Parties hereby consider this Agreement confidential and agree that, to the extent permitted by law, it shall also be kept confidential in accordance with this Section 7.

Data or information shall not be deemed confidential information where:

(a) it becomes public information or is otherwise generally available to the public through no action or fault of the receiving Party;

(b) it is already in the receiving Party's possession prior to the effective date of this Agreement and was not received directly or indirectly from the providing Party;

(c) it is lawfully received by the receiving Party from a person who did not receive the same information directly or indirectly from the providing Party; or

(d) it is at any time independently developed by employees or consultants of the receiving Party who have not had access to the confidential information in the possession of the receiving Party.

In the event that one Party is required by a State or Federal regulatory authority or court to disclose data previously provided in connection with the Study by the other Party under a confidentiality designation, the Party subject to such requirement shall exercise reasonable efforts to obtain a confidentiality agreement with or appropriate protective order from such State or Federal authority or court, as applicable, to preserve the confidentiality of the designated data to be disclosed. Further, upon receipt of such a demand for the data, the receiving Party shall promptly notify the other Party.

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

[\_\_\_\_\_]

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

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

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

TENNESSEE VALLEY AUTHORITY

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

Vice President  
Transmission and Reliability

**Attachment A  
Appendix 5  
Optional Interconnection  
Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING  
THE OPTIONAL INTERCONNECTION STUDY**

The Optional Interconnection Study will be based upon the information set forth by [\_\_\_\_\_] consistent with Section 10 of the LGIP:

Designation of Point of Interconnection and configuration to be studied.

**APPENDIX 6 to LGIP  
INTERCONNECTION AGREEMENT**

A generic version of TVA's Interconnection Agreement is available upon request.  
Please contact:

Mark W. Brooks  
Tennessee Valley Authority  
1101 Market Street, PCC 2A  
Chattanooga, TN 37402-2801  
(423) 697-4085  
mwbrooks2@tva.gov