

Lafayette Utilities System
STANDARD INTERCONNECTION AGREEMENT FOR NET METERING AND DISTRIBUTED
GENERATION FACILITIES

I. STANDARD INFORMATION

Section 1. Facility Owner's Information

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Facility Location (if different from above): _____
Daytime Phone: _____ Evening Phone: _____

Section 2. Renewable Energy Facility Information

System Type (circle one): Solar Wind Hydro Geothermal Biomass Fuel Cell Micro Turbine
Generator Inverter Manufacturer/Model: _____ No of Units: _____
Generator/Inverter Input Rating (kW): _____ AC or DC Output Rating (kW): _____ AC
Generator/Inverter Power Rating (KVA): _____
Generator/Inverter Location: _____
Solar Panel Manufacturer/Model: _____ No of Units: _____
Describe Location of Accessible and Lockable Disconnect: _____

Section 3. Installation Information

Attach a detailed electrical diagram of the net metering or distributed generation facility.

Installer: _____ Contractor License Number: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Installation Date: _____

Section 4. Certification

The facility has been installed in compliance with the local Building/Electrical Code of Lafayette Parish
and the municipality of _____. Permit Number: _____ Date: _____

Section 5. Utility Verification and Approval

Facility Interconnection Approved: _____ Date: _____
Metering Facility Verification By: _____ Date: _____

II. INTERCONNECTION AGREEMENT TERMS AND CONDITIONS

This Interconnection Agreement for Net Metering and Distributed Generation Facilities ("Agreement") is made and entered into by Lafayette Utilities System ("Utility") and _____, a(n) _____, each hereinafter sometimes referred to individually as "Party" or collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Section 1. The Net Metering Distributed Generation Facility

The Net Metering or Distributed Generation Facility meets the requirements of "Net Metering Facility" or "Distributed Generation Facility", as defined in the Lafayette Utilities System Net Metering & Distributed Generation Interconnection Standards ("Net Metering & Distributed Generation Facility Standards").

Section 2. Governing Provisions

The terms of this agreement shall be interpreted under and subject to Louisiana Law. The parties shall be subject to the provisions of The Louisiana Renewable Energy Development Act, La. R.S. 51:3061 et seq., the terms and conditions as set forth in this Agreement, and the Net Metering & Distributed Facility Standards.

Section 3. Interruption or Reduction of Deliveries

The Utility shall not be obligated to accept and may require the Facility owner to interrupt or reduce deliveries when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices. Whenever possible, the Utility shall give the Facility owner reasonable notice of the possibility that interruption or reduction of deliveries may be required. Notwithstanding any other provision of this Agreement, if at any time the Utility reasonably determines that either the facility may endanger the Utility's personnel or other persons or property, or the continued operation of the Facility owner's facility may endanger the integrity or safety of the Utility's electric system, the Utility shall have the right to disconnect and lock out the Facility owner's facility from the Utility's electric system. The Facility owner's facility shall remain disconnected until such time as the Utility is reasonably satisfied that the conditions referenced in this Section have been corrected.

Section 4. Interconnection

The metered customer of the facility owner shall deliver the as-available energy to the Utility at the Utility's meter. Utility shall furnish and install a standard bi-directional kilowatt-hour meter if one does not already exist. The Facility owner shall install a meter socket, provided by the Utility, for the Utility's meter and any related interconnection equipment per the Utility's technical requirements, including safety and performance standards.

Following notification by the Facility owner, the utility shall review the plans of the facility and provide the results of its review to the Facility owner within fifteen (15) calendar days. Any items that would prevent parallel operation due to violation of applicable safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.

To prevent a net metering or distributed generation system from back-feeding a de-energized line, the Facility owner shall install a manual disconnect switch with lockout capability that is accessible to utility personnel at all hours. This requirement for a manual disconnect switch may be waived if the following three conditions are met: 1) The inverter equipment must be designed to shut down or disconnect and cannot be manually overridden by the Facility owner upon loss of utility service; 2) The inverter must be warranted by the manufacturer to shut down or disconnect upon loss of utility service; and 3) The inverter must be properly installed and operated, and inspected and/or tested by utility personnel. The decision to grant the waiver will be at the Utility's discretion.

The Facility owner, at its own expense, shall meet all safety and performance standards established by local and national electrical codes including the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the National Electrical Safety Code (NESC), and Underwriters Laboratories (UL). The Facility owner, at his own expense, shall meet all safety and performance standards adopted by the utility and pursuant to Net Metering & Distributed Generation Facility Standards 3.8.1 that

are necessary to assure safe and reliable operation of the net metering and distributed generation facility with the utility's system.

The Facility owner shall not commence parallel operation of the net metering or distributed generation facility until the net metering or distributed generation facility has been inspected and approved by the Utility. Such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Utility's approval to operate the Customer's net metering or distributed generation facility in parallel with the Utility's electrical system should not be construed as an endorsement, confirmation, warranty, guarantee, or representation concerning the safety, operating characteristics, durability, or reliability of the Facility owner's net metering or distributed generation facility.

Modifications or changes made to a net metering or distributed generation facility shall be evaluated by the Utility prior to being made. The Facility owner shall provide detailed information to the Utility in writing describing the modifications or changes prior to making the modifications to the net metering or distributed generation facility. The Utility shall review the proposed changes to the facility and provide the results of its evaluation to the Facility owner within fifteen (15) calendar days of receipt of the Facility owner's proposal. Any items that would prevent parallel operation due to violation of applicable safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.

Section 5. Maintenance and Permits

The Facility owner shall obtain any governmental authorizations and permits required for the construction and operation of the net metering or distributed generation facility and interconnection facilities. The Facility owner shall maintain the net metering or distributed generation facility and interconnection facilities in a safe and reliable manner and in conformance with all applicable laws and regulations.

Section 6. Access to Premises

The Utility may enter the premises to inspect net metering or distributed generation facility's protective devices and read or test the meter. The Utility may disconnect the interconnection facilities without notice if the Utility reasonably believes a hazardous condition exists and such immediate action is necessary to protect persons, or the Utility's facilities, or property of others from damage or interference caused by the Facility owner's facilities, or lack of properly operating protective devices.

Section 7. Indemnity and Liability

Each party shall indemnify the other party, its directors, officers, agents, and employees against all loss, damages expense and liability to third persons for injury to or death of persons or injury to property caused by the indemnifying party's engineering design, construction ownership or operations of, or the making of replacements, additions or betterment to, or by failure of, any of such party's works or facilities used in connection with this Agreement by reason of omission or negligence, whether active or passive. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity. It is the intent of the parties hereto that, where negligence is determined to be contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to or any liability to any person not a party to this Agreement. Neither the Utility, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other liability of any nature or kind, arising out of the engineering, design construction, ownership, maintenance or operation of, or making replacements, additions or betterment to, the Facility owner's facilities by the Facility owner or any other person or entity.

Section 8. Notices

All written notices shall be directed as follows:

Attention:

[Utility]

Lafayette Utilities System
1314 Walker Rd.
Lafayette, LA 70506

Attention:

[Facility owner]

Name: _____
Address: _____
City: _____

Section 9. Term of Agreement

The term of this Agreement shall be the same as the term of the utility's electric service to the property at the Facility Location specified in this Agreement. This Agreement shall remain in effect until modified or terminated in accordance with its terms or applicable regulations or laws.

Section 10. Installation Costs

Per Section 94-209 of Lafayette Consolidated Government code of Ordinances the Customer shall be responsible for all costs associated with the installation of the bi-directional kilowatt-hour meter. LUS shall charge the Facility owner an installation fee of sixty (60) dollars.

Section 11. Assignment

This Agreement and all provisions hereof shall inure to and be binding upon the respective parties hereto, their personal representatives, heirs, successors, and assigns. The Facility owner shall not assign this Agreement or any part hereof without the prior written consent of the Utility, and such unauthorized assignment may result in termination of this Agreement.

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

Facility Owner

By: _____
(PRINT FACILITY OWNER NAME)

Title: _____

By: _____
(PRINT FACILITY OWNER NAME)

Title: _____

Lafayette Utilities System

By: _____

Title: _____ LUS Director

Dated: _____