

Claiborne Electric Cooperative, Inc. Net Metering Interconnect Agreement

This Interconnection Agreement for Net Metering Facilities (“Agreement”) is made and entered into this ____ day of _____, 20____, by Claiborne Electric Cooperative, Inc. (“Co-op”) and _____ (“Member”), a _____ (specify whether individual, corporation or other), 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 Facility

The Net Metering Facility meets the requirements of “Net Metering Facility”, as defined in the Louisiana Net Metering Rules.

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 Act No. 653, the terms and conditions as set forth in this Agreement, the Net Metering Rules, and the Co-op’s applicable tariffs.

Section 3. Interruption or Reduction of Deliveries

The Co-op shall not be obligated to accept and may require Member 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 Co-op shall give the Member 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 Co-op reasonably determines that either the facility may endanger the Co-op’s personnel or other persons or property, or the continued operation of the Member’s facility may endanger the integrity or safety of the Co-op’s electric system, the Co-op shall have the right to disconnect and lock out the Member’s facility from the Co-op’s electric system. The Member’s facility shall remain disconnected until such time as the Co-op is reasonably satisfied that the conditions referenced in this Section have been corrected.

Section 4. Interconnection

Member shall deliver the as-available energy to the Co-op at the Co-op’s meter.

Co-op shall furnish and install a standard kilowatt-hour meter. Member shall provide and install a meter socket for the Co-op’s meter and any related interconnection equipment per the Co-op’s technical requirements, including safety and performance standards. Member shall be responsible for all costs associated with installation of the standard kilowatt-hour meter and testing in conformity with Sections 2.02 of the Net Metering Rules of the Louisiana Public Service Commission.

The Member shall submit a Net Metering Interconnection Agreement to the Co-op at least thirty (30) days prior to the date the Member intends to interconnect the net metering facilities to the Co-op's facilities. Appendix A, Standard Information Sections 1 through 4 of the Net Metering Interconnection Agreement must be completed for the notification to be valid. The Member shall have all equipment necessary to complete the interconnection prior to such notification. If mailed, the date of notification shall be the third day following the mailing of the Net Metering Interconnection agreement. The net metering Member will be required to provide documentation indicating the date upon which the notification was mailed to the electric Co-op. The Co-op shall provide a copy of the Net Metering Interconnection Agreement to the Member upon request.

Following notification by the Member as specified in Section 3.01.C of the Net Metering Rules, the Co-op shall review the plans of the facility and provide the results of its review to the Member within 30 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 Member from back-feeding a de-energized line, the Member shall install a manual disconnect switch with lockout capability that is accessible to Co-op personnel at all hours. This requirement for a manual disconnect switch may be waived if the following three conditions are met: 1) The generator/inverter equipment must be designed to shut down or disconnect and cannot be manually overridden by the Member upon loss of Co-op service; 2) The generator/inverter must be warranted by the manufacturer to shut down or disconnect upon loss of Co-op service; and 3) The generator/inverter must be properly installed and operated, and inspected and/or tested by Co-op personnel. The decision to grant the waiver will be at the Co-op's discretion, however, any decision will be subject to review by the Commission.

Member, at his 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).

Member, at his own expense, shall meet all safety and performance standards adopted by the Co-op and filed with and approved by the Commission pursuant to Section 3.01.F of the Net Metering Rules that are necessary to assure safe and reliable operation of the net metering facility to the Co-op's system. Member shall not commence parallel operation of the net metering facility until the net metering facility has been inspected and approved by the Co-op. Such approval shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing, the Co-op's approval to operate the Member's net metering facility in parallel with the Co-op'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 Member's net metering facility.

Modifications or changes made to a net metering facility shall be evaluated by the Co-op prior to being made. The Member shall provide detailed information describing the modifications or changes to the Co-op in writing prior to making the modifications to the net metering facility. The Co-op shall review the proposed changes to the facility and provide the results of its evaluation to the Member within thirty (30) calendar days of receipt of the Member'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 Member shall obtain any governmental authorizations and permits required for the construction and operation of the net metering facility and interconnection facilities. The Member shall maintain the net metering 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 Co-op may enter the Member's premises to inspect the Member's protective devices and read or test the meter. The Co-op may disconnect the interconnection facilities without notice if the Co-op reasonably believes a hazardous condition exists and such immediate action is necessary to protect persons, or the Co-op's facilities, or property of others from damage or interference caused by the Member'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 Co-op, 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 Member's facilities by the Member or any other person or entity.

Section 8. Notices

All written notices shall be directed as follows:

Co-op:
Claiborne Electric Cooperative, Inc.
General Manager & CEO
PO Box 719
Homer, Louisiana 71040

Member:
Name: _____
Address: _____
City: _____
State: _____
Zip Code: _____

Member notices to Co-op shall refer to the Member’s electric service account number set forth in Appendix A of this Agreement.

Section 9. Term of Agreement

The term of this Agreement shall be the same as the term of the otherwise applicable standard rate schedule. This Agreement shall remain in effect until modified or terminated in accordance with its terms or applicable regulations or laws.

Section 10. 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 Member shall not assign this Agreement or any part hereof without the prior written consent of the Co-op, 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.

Dated this _____ day of _____, 20____.

Member: _____
By: _____
Title: _____
Mailing Address: _____

Claiborne Electric Cooperative, Inc.
By: _____
Title: _____
Mailing Address: _____

NET METERING INTERCONNECTION AGREEMENT

STANDARD INFORMATION

Section 1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Facility Location (if different from above): _____

Daytime Phone: _____ Evening Phone: _____

Co-op Member Account (from electric bill): _____

Section 2. Generation Facility Information

System Type: Solar Wind Hydro Geothermal Biomass Fuel Cell Micro Turbine

Generator Rating (kW): _____ AC or DC (circle one)

Describe Location of Accessible and Lockable Disconnect: _____

Inverter Manufacturer: Inverter Model: _____

Inverter Location: _____

Inverter Power Rating: _____

Section 3. Installation Information

Attach a detailed electrical diagram of the net metering facility.

Installed by: _____ Qualifications/Credentials: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: Installation Date: _____

Section 4. Certification

1. The system has been installed in compliance with the local Building/Electrical Code of (City/Parish) _____

Signed (Inspector): _____ Date: _____

(In lieu of signature of inspector, a copy of the final inspection certificate may be attached.)

2. The system has been installed to my satisfaction and I have been given system warranty information and an operation manual, and have been instructed in the operation of the system.

Signed (Owner): _____ Date: _____

Section 5. Co-op Verification and Approval

1. Facility Interconnection Approved: _____ Date: _____

Metering Facility Verification by: _____ Verification Date: _____