

Standard Interconnection Agreement Distributed Generation Facilities

I. STANDARD INFORMATION

Section 1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Facility Location (if different from above): _____

Daytime Phone: _____ Evening Phone: _____

Utility Customer Account (from electric bill): _____

Section 2. Generation Facility Information

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

Generator Rating (kW): _____

Select One: AC DC

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 distributed generation facility.

Installed by: _____ Qualifications/Credentials: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Installation Date: _____

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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. Utility Verification and Approval

1. Facility Interconnection

Approved: _____ Date: _____

Metering Facility Verification by: _____ Verification Date: _____

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II. INTERCONNECTION AGREEMENT TERMS AND CONDITIONS

This Interconnection Agreement for Distributed Generation Facilities (“Agreement”) is made and entered into this _____ day of _____, 20____, by PC Electric (“Utility”) and _____ (“Customer”), a _____ (*specify whether residential, commercial or other*) customer, 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 Distributed Generation Facility

The Distributed Generation Facility meets the requirements of “Distributed Generation Facility” as defined in the Louisiana Rule for distribution-level customer energy generation (“Distributed Generation 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, of the 2003 Regular Session, the terms and conditions as set forth in this Agreement, the Distributed Generation Rules and the Utility’s applicable tariffs.

Section 3. Interruption or Reduction of Deliveries

The Utility shall not be obligated to accept and may require Customer 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 Customer 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 Customer’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 Customer’s facility from the Utility’s electric system. The Customer’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

Customer shall deliver the as-available energy to the Utility at the Utility’s meter.

Utility shall furnish and install a standard kilowatt-hour meter. Customer shall provide and install a meter socket for the Utility’s meter and any related interconnection equipment per the Utility’s technical requirements, including safety and performance standards. Customer shall be responsible for all costs associated with installation of the standard kilowatt-hour meter and testing in conformity with Sections 3.2. of the Distributed Generation Rules.

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Section 4. Interconnection (continued)

The customer, if receiving service from the utility under a residential service tariff, shall submit a Standard Interconnection Agreement to the electric utility at least thirty (30) business days prior to the date the customer intends to interconnect the distributed generation facility to the utility's facilities. If the customer receives service from the Utility under a commercial service tariff or the proposed distribution generation facility is organized as a Community Distributed Generation Facility, the customer shall submit a Standard Interconnection Agreement to the electric utility at least forty-five (45) business days prior to the date the customer intends to interconnect the distributed generation facility to the utility's facilities. Part I, Standard Information Sections 1 through 4 of the Standard Interconnection Agreement must be completed for the notification to be valid. The customer 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 Standard Interconnection Agreement. The distributed generation customer shall be required to provide documentation indicating the date upon which the notification was mailed to the electric utility. The electric utility shall provide a copy of the Standard Interconnection Agreement to the customer upon request.

Following notification by the customer, the utility shall review the plans of the facility and provide the results of its review to the customer. 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. If the customer receives service from the Utility under a residential service tariff, the Utility shall utilize its best efforts to complete and provide the results of its review outlined in this paragraph within fourteen (14) days.

To prevent a distributed generation customer from back-feeding a de-energized line, the customer 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 customer 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, however, any decision will be subject to review by the Commission.

Customer, 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).

Customer, at his own expense, shall meet all safety and performance standards adopted by the utility and filed with and approved by the Commission pursuant to Section 5.2.6. of the Distributed Generation Rules that are necessary to assure safe and reliable operation of the distributed generation facility to the utility's system.

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Section 4. Interconnection (continued)

Customer shall not commence parallel operation of the distributed generation facility until the 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 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 Customer's distributed facility.

Proposed modifications or changes to a distributed generation facility shall be evaluated by the Utility prior to being made. The Customer shall provide detailed information describing the modifications or changes to the Utility in writing prior to making the modifications to the distributed generation facility. The Utility shall review the proposed changes to the facility and provide the results of its evaluation to the Customer within fourteen (14) business days of receipt of the Customer'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 customer shall obtain any governmental authorizations and permits required for the construction and operation of the distributed generation facility and interconnection facilities. The Customer shall maintain the 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 Customer's premises to inspect the Customer'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 Customer'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.

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Section 7. Indemnity and Liability (continued)

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 Customer's facilities by the Customer or any other person or entity.

Section 8. Notices

All written notices shall be directed as follows:

Attention: Myron A. Lambert

PC Electric

P. O. Box 160

New Roads, La 70760-0160

Attention: [Customer]

Name: _____

Address: _____

City/State/Zip: _____

Customer notices to Utility shall refer to the Customer's electric service account number set forth in Section 1 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.

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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 Customer 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.

Dated this _____ day of _____, 20__.

Customer: _____

Utility: PC Electric

By: _____

By: _____

Title: Owner

Title: General Manager

Mailing Address:

Mailing Address:

P. O. Box 160

New Roads, LA 70760-0160