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Steps to Interconnect Customer-Owned Renewable Generation within the LP&L Certificated Area (Net Metering)

1. A customer seeking to install renewable generation at his/her residence or business will need to complete the attached *Interconnection Agreement for Customer-Owned Renewable Generation ("Agreement")*.
2. After reviewing and signing the Agreement, the customer returns the signed Agreement to LP&L in person or by mail to:

In Person:

CoLU Customer Service
1301 Broadway
Lubbock, TX 79401

By Mail:

CoLU Customer Service
Attn: Account Support
P O Box 10541
Lubbock, TX 79048-3541

3. After LP&L has approved and executed the Agreement, an Authorization Letter will be sent to notify the customer that the Agreement has been approved and authorizing the customer to proceed as follows:

If the customer address is inside the city limits:

- a. The customer (or customer's selected electrician) is required to obtain a building inspection permit prior to the installation of the renewable generation system. The building inspection permit may be obtained from the City of Lubbock Building Inspection Department at 1625 13th Street, Suite 106 or by calling (806) 775-2087. The customer (or customer's selected electrician) will be required to provide a copy of the LP&L Authorization Letter to the Building Inspection Department.
- b. Upon completion of the installation of the renewable generation system, the customer (or customer's selected electrician) will request a final inspection from the City of Lubbock Building Inspection Department at 1625 13th Street, Suite 106 or by calling (806) 775-2087.
- c. Upon final inspection, LP&L will install the appropriate meter and establish the Net Metering Rate on the customer's account.

If the customer address is outside the city limits:

- a. Upon completion of the installation of the renewable generation system, the customer should contact CoLU Customer Service at 806-775-2509 to request the installation of the appropriate meter.
- b. After the meter has been installed, the account will be enrolled in the Renewable Energy Program.



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Interconnection Agreement for Customer-Owned Renewable Generation

This Interconnection Agreement (herein so called), is made and entered into this ____ day of _____ 20____, by and between _____ (“Customer”), with an address of _____ and the City of Lubbock, acting by and through LUBBOCK POWER & LIGHT (“LP&L”),

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation to LP&L’s electrical service grid at the Customer’s presently metered location.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

Gross power rating for the Customer-owned renewable generation is _____.

1. No Application Fee

1.1 The Customer shall not be required to pay any application fee for this Customer-owned renewable generation system.

2. General Responsibilities of the Parties

2.1. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of the Institute of Electrical and Electronics Engineers (“IEEE”) 1547, IEEE 1547.1, and Underwriters Laboratories (“UL”) 1741.

2.2. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 2.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.

2.3. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the LP&L system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer’s instructions to



ensure that it is operating correctly and safely.

2.4. The Customer agrees to provide local building code official inspection and certification of installation, if such inspection and certification are required by law. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

2.5 This Interconnection Agreement shall be executed by LP&L within thirty (30) calendar days of receipt of an Interconnection Agreement, duly executed by Customer.

3. Inspection and On-going Compliance

3.1 LP&L will provide Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone, as to when LP&L may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, LP&L shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary in LP&L's opinion, to meet LP&L's legal obligation to provide service to its Customers.

4. Manual Disconnect Switch

4.1 In the event LP&L elects to install a manual disconnect switch, it shall be installed at LP&L's expense. The LP&L installed manual disconnect switch shall be the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to LP&L's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the LP&L meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to LP&L and be capable of being locked in the open position with a single LP&L utility padlock.

5. Disconnection / Reconnection

5.1 LP&L may open the manual disconnect switch, if available, or disconnect the Customer's meter, pursuant to the conditions set forth in Section 5.2 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, LP&L shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. LP&L will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.

5.2 LP&L has the right to disconnect the Customer-owned renewable generation at any time. This



may result, among other potential reasons, for the following reasons:

- a) Emergencies or maintenance requirements on LP&L's system;
- b) Hazardous conditions existing on LP&L's system due to the operation of the Customer's generating or protective equipment as determined by LP&L; and
- c) Adverse electrical effects, such as power quality problems, on the electrical equipment of LP&L's other electric consumers caused by the Customer-owned renewable generation as determined by LP&L.

6. Modifications/Additions to Customer-Owned Renewable Generation

6.1 If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify LP&L by submitting a new application specifying the modification at least thirty (30) calendar days prior to making the modification.

6.2 If the Customer adds another Customer-owned renewable generator system which i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 2.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 2.1 above, for each system the Customer shall provide thirty (30) calendar days' notice prior to installation.

7. Indemnity

7.1 Customer shall indemnify, hold harmless and defend LP&L from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property, (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of LP&L.

8. Limitation of Liability

8.1. Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement for which there is liability hereunder, shall be limited to the amount of direct damage actually incurred. In no event shall a Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

9. Assignment

9.1 The Interconnection Agreement shall not be assignable by Customer without thirty (30)



calendar days' notice to LP&L and written consent of LP&L, which consent shall not be unreasonably withheld.

9.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

10. Renewable Energy Certificates

10.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to LP&L.

11. Lease Agreements

11.1 The Customer shall provide LP&L a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

11.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer-owned renewable generation.

12. Term and Termination

12.1 This Agreement shall commence when signed by both LP&L and Customer.

12.2 Upon termination of this Interconnection Agreement, LP&L shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated LP&L equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from LP&L's electric service grid. The Customer shall notify LP&L in writing within ten (10) calendar days that the disconnect procedure has been completed.

13. Price and Payment

13.1 At the end of each billing period, if the energy supplied by Customer to LP&L is less than the energy supplied by LP&L to Customer, Customer shall be billed using the currently- applicable LP&L Tariff for the net energy amount. If the energy supplied by Customer to LP&L is greater than the energy supplied by LP&L, Customer shall be billed for the appropriate monthly charges for service availability from LP&L, as provided in the applicable LP&L Tariff.

14. Entire Agreement



14.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between LP&L and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement, along with the applicable LP&L tariff, constitutes the entire agreement between Parties hereto.

15. Notice

15.1. A. Whenever notice is required or permitted under this Interconnection Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Customer's Address. Customer's address and numbers for the purposes of notice are:

Telephone: _____

Facsimile: _____

C. LP&L's Address. LP&L's address and numbers for the purposes of notice are:

Lubbock Power & Light
Attn: Director of Electric Utilities
1301 Broadway
Lubbock, Texas 79401
Telephone: (806) 775-2704
Facsimile: (806) 775-3112

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Interconnection Agreement, and setting forth such new address or numbers. The address or numbers



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shall become effective on the 15th day after such notice is effective.

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed on the day and year first above written.

LUBBOCK POWER & LIGHT

(Signature)

Date: _____

(Print or Type Name)

Title: _____

CUSTOMER

(Signature)

Date: _____

(Print or Type Name)



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