



Form 969
11/2018

NET METERING 25 kW_{AC} OR LESS AGREEMENT FOR INTERCONNECTION

between

and

Lincoln Electric System

This Interconnection Agreement, hereinafter called the "Agreement", is made and entered into as of the _____ day of _____, 20_____, by and between _____, hereinafter referred to as the "Owner" of the net metered generator or "Facility" and the City of Lincoln, a municipal corporation of the State of Nebraska, acting through Lincoln Electric System, hereinafter referred to as "LES." The Owner and LES each may be referred to as a "Party," or collectively as the "Parties."

This Agreement includes the following appendices which are attached and incorporated by reference herein:

Appendix A – General Terms and Conditions for Interconnection and Power Purchases and Sales

Owner of Facility

Lincoln Electric System

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Service Address: _____

Title: _____

City, State, Zip: _____

Date: _____

Date: _____

APPENDIX A**GENERAL TERMS AND CONDITIONS FOR INTERCONNECTION
AND POWER PURCHASES AND SALES****A-1. *General***

This Interconnection Agreement allows the Facility to interconnect and operate in parallel with LES. The Owner of the Facility is bound by the LES Service Regulations, the appropriate Rate Schedule, and these General Terms and Conditions for Interconnection and Power Purchases and Sales. The Owner shall be responsible for all costs incurred by LES to interconnect above the costs for a typical retail customer of similar load characteristics.

A-2. *Electrical Service Conditions***A-2.1. *Points of Delivery and Receipt***

The point of delivery and/or receipt between LES and the Facility will be the LES metering equipment or that point where the LES service wires are joined to the Facility's service terminals unless otherwise mutually agreed to by the Parties.

A-3. *Rights and Obligations***A-3.1. *Ownership and Responsibility***

The Owner of the Facility shall design, construct, install, own, operate, and maintain the Facility and all equipment on the Owner's side of the point of delivery/receipt that is required to generate and deliver energy to LES except for any special facilities as may be designated. The Facility's protection, control, safety, and all associated equipment must meet standards of good engineering and electrical safety practices as determined solely by LES and be capable of parallel operation with LES service wires. The protection, control, safety, and other associated equipment shall at all reasonable times be accessible to authorized LES personnel.

A-3.2. *Design*

The Owner of the Facility shall supply LES with a copy of technical specifications and drawings upon request related to the production and interconnection facilities and related equipment. LES' review of the Facility's specifications shall not be construed as confirming nor endorsing the design nor as any warranty of safety, durability, or reliability of such Facility or equipment. LES shall not, by reason of such review or failure of review, be responsible for strength, details of design, adequacy or capacity of the Facility or other equipment, nor shall LES' acceptance be deemed to be an endorsement of any Facility or equipment.

A-3.3. *Interconnection Facilities*

The Owner of the Facility shall construct, own, and maintain interconnection facilities as required by LES to deliver energy from the Facility to the point of delivery/receipt. The interconnection facilities shall be of such size to accommodate the delivery of such energy. In the event it is necessary for LES to install interconnection facilities to reinforce its electrical system for purposes of this Agreement, the Owner of the Facility shall reimburse LES its costs.

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A-3.4. Protective Equipment

The Owner of the Facility shall be responsible for providing and maintaining all equipment deemed necessary for the protection of its own facilities, property, and operations. Such equipment shall be provided for on the Owner's side of the point of delivery/receipt. By virtue of the interconnection with the Facility, LES assumes no liability for the protection of any property or person associated with the Facility's operations.

A-3.5. Changes in Conditions

The Owner of the Facility agrees to make and bear all costs, except as otherwise provided, of changes in equipment necessitated by changes in service requirements as may be reasonably required by LES.

A-3.6. Governmental Regulations, Codes, Standards, and Ordinance

The Owner of the Facility has the responsibility to obtain all necessary permits, including preparing and submitting an "Application for Electric Service" to the Authority Having Jurisdiction as defined by the National Electric Code.

The Owner must comply with all applicable federal, state, and local regulations, codes, and ordinances including electrical codes and NERC regulations. The Facility shall also comply with the current version of the following industry codes and standards:

- ANSI C84.1
- IEEE 1547
- UL 1741
- National Electrical Code (NEC)

The Owner shall not begin initial operation of the Facility until it has passed applicable code inspection requirements and has received written approval from LES. The LES review of design specifications and drawing or on-site inspections shall not be construed as approvals as to compliance with any such regulations, codes, and/or ordinances.

A-3.7. Land Rights

The Owner of the Facility grants to LES all necessary rights-of-way and easements on the property of the Owner to install, operate, maintain, replace, and remove LES' metering and interconnection equipment. If any part of LES' facilities are to be located on property owned by other than a Party to this Agreement, the Owner of the Facility shall procure all necessary rights-of-way and easements for the construction, operation, maintenance, and replacement of LES' facilities upon such property in a form satisfactory to LES. The standard LES easement agreement will be utilized.

Authorized LES personnel have the right to enter at any reasonable time, or at any time in the event of an emergency or hazardous condition, to inspect equipment located on the property or within an enclosure and make safety checks. This right does not relieve the Owner of the Facility of the obligation to maintain such facilities.



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A-4. *Operations and Safety*

A-4.1. *Procedures*

The Owner of the Facility shall cooperate with LES in developing mutually acceptable operating procedures for the delivery of the electrical output from the Facility and associated interconnection. The Owner will be responsible for operating the Facility and associated equipment in a manner that will not cause undesirable and harmful effects, unusual fluctuations, or disturbances to occur on the electrical system of LES or LES' customers. Any future changes to the interconnection relay settings must receive the approval of LES System Protection personnel before implementation.

A-4.2. *Disconnect Equipment*

The Owner shall provide equipment for manually disconnecting and isolating the Facility from the LES electrical system. An outside-mounted, visible, easily accessible AC disconnect switch shall be installed on the Owner's side of the point of delivery/receipt, located as close as possible to the meter or in a mutually agreed upon location. Such equipment must be capable of preventing the Facility from energizing the LES service wires when open and must include a device which, at LES' discretion, LES employees can operate and lock in place. The Owner of the Facility shall allow LES to inspect the generator and disconnect switch and the Owner shall make changes required by LES prior to interconnecting with LES.

The Owner shall also provide equipment to automatically disconnect and isolate the Facility from LES during a service interruption. The automatic disconnect shall receive its voltage and frequency referenced from the LES service wires. The automatic disconnect shall not close without proper voltage and frequency from the LES service wires. Such equipment must be capable of preventing the Facility from energizing LES service wires during a service interruption.

A-4.3. *Fault Protection*

Adequate protection facilities shall be provided by the Owner to protect the LES service wires from fault currents originating from the Facility. The Owner shall also be responsible to provide adequate protection for the Facility from fault currents originating in LES.

A-4.4. *Over/Under Voltage*

It shall be the responsibility of the Owner to provide adequate protection or safeguards to prevent damage to LES caused by over/under voltages originating in the Facility and to protect the Facility from inadvertent over/under voltage conditions originating from the LES electrical system.

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A-4.5. Synchronization

The Owner shall provide adequate facilities for the proper synchronization of the Facility with LES service wires such that such synchronization is accomplished without causing undesirable currents, surges, or voltage dips on the LES electrical system. LES employs automatic reclosing on its system circuit breakers. A fault and the subsequent breaker trip and reclose can cause an out-of-phase condition to exist between LES and the Facility. Following a period of interruption, the proper resynchronization of the Facility shall be the responsibility of the Owner.

A-4.6. Grounding

The Owner shall ground the Facility and associated equipment in such a manner that coordination is maintained with the relay protection system in use by LES and the Facility is protected from being subject to deleterious voltage and excessive current conditions.

A-4.7. Harmonics

Adequate design precaution must be taken by the Owner to prevent excessive and deleterious harmonic voltages and/or currents caused by the Facility from occurring on the electrical system of LES or to LES' customers. The Facility must be designed to operate with normal harmonic voltage and currents that originate from the LES electrical system.

A-4.8. Power Factor

The operation of the Facility shall not produce nor consume excessive reactive power. Should the power factor fall outside acceptable limits either lagging or leading, as determined by LES, the Owner shall undertake the necessary modifications to meet the required power factor level.

A-4.9. Voltage Regulation

The Owner shall provide the necessary voltage regulation equipment to prevent the Facility from causing excessive voltage variations on the LES electrical system. The voltage variation caused by the Facility must be within the ranges capable of being handled by the voltage regulation facilities used by LES.

A-4.10. Voltage Flicker

Voltage surges or flickers caused by the operation, synchronization, or isolation of the Facility shall be within the standards of frequency of occurrence and magnitude established by LES to prevent undue voltage flicker on the LES electrical system. The Owner shall provide suitable equipment to reasonably limit voltage fluctuations caused by the Facility.

A-4.11. Voltage Balance

The voltage produced by the Facility must be balanced if it is a three-phase installation. The Owner shall be responsible in protecting the Facility from an inadvertent phase unbalance in LES service voltage.

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A-4.12. Over/Under Frequency

The Owner shall provide the necessary facilities for safeguards and protection of equipment caused by the incurrence of an over or under frequency event.

A-5. Continuity of Service

LES may require the Facility to curtail, interrupt, or reduce deliveries of energy in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electrical system or if it determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, operating conditions on its electrical system, or as otherwise required by prudent electrical utility practices. Such discontinuance of service or purchases shall be without notice or liability.

*A-6. Metering**A-6.1. Ownership and Maintenance*

LES shall install, own, maintain, and test all billing meters and associated equipment that is necessary in LES' judgment to determine amounts and/or times of delivery of energy by the Facility to LES and from LES to the Facility and any associated load. The cost of any additional metering will be recovered by LES in a monthly billing for interconnection and special facility's costs. The Facility shall furnish the meter socket(s) and other related equipment plus sufficient space required by LES in order to accommodate such equipment.

The Owner of the Facility agrees to allow LES, at LES' expense, to install additional metering to obtain other load and operating data provided such metering does not adversely affect the operations of the Facility.

A-6.2. Sealed Meters and Testing

All meters used to determine the billings shall be sealed and the seals shall be broken by LES employees only upon those occasions when the meters are to be inspected, tested, or adjusted.

If requested to do so by the Facility, LES shall inspect or test the meter(s) with the expense of such an inspection or test being paid by the Facility unless upon being tested or inspected the meter is found to register inaccurately by more than two percent of full scale. LES shall give reasonable notice of the time when any inspection or test shall take place such that the Owner may have a representative present at the test and inspection. If a meter is found to be inaccurate beyond two percent or is otherwise defective, it shall be repaired or replaced, at LES' expense, in order to provide accurate metering.

A-6.3. Adjustments

If any test of metering equipment discloses an inaccuracy, the accounts between the Parties shall be adjusted in accordance with the LES Service Regulations, Section B.4.3. – Billing Adjustment.



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A-6.4. *VAR Metering*

At LES' option, VAR metering may be installed by LES at the Facility's expense to measure reactive power.

A-7. *Billing and Payment*

Once per billing month, LES shall read the billing meter(s) installed to measure energy and capacity (real and reactive, if applicable) delivered to LES from the Facility. LES shall then prepare a statement computing the amounts owed by LES for such energy. From this amount, LES shall deduct any amounts owed by the Owner of the Facility to LES for any additional interconnection, metering, and billing associated with the Facility. The billing and payment shall be in accordance with adopted LES regulations regarding such items.

A-8. *Uncontrollable Forces*

A Party shall not be considered to be in default with respect to any obligation hereunder if prevented from fulfilling such obligation by reason of uncontrollable forces. The term uncontrollable forces shall be deemed for the purposes hereof to mean storm, flood, lightning, earthquake, fire, explosion, civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court or public authority, or other causes beyond the control of the Party affected which such Party could not reasonably have been expected to avoid by exercise of due diligence and foresight. Either Party unable to fulfill any obligation by reason of uncontrollable forces will exercise due diligence to remove such disability with reasonable dispatch.

A-9. *Indemnity*

Each Party shall indemnify the other Party, its officers, agents, and employees against all loss, damage, expense, and liability, including attorney's fees and costs, to third persons for injury to or death of person or injury to property, proximately caused by the indemnifying Party's construction, ownership, operation, or maintenance of, or by failure of, any of such Party's works on facilities used in connection with this Agreement. 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.

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.

A-10. *Consequential Damages*

To the fullest extent permitted by law, LES shall not be liable to the Owner under any provision of this Agreement for any losses, damages, costs, or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, loss of goodwill, cost of substitute equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.



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A-11. *Waiver*

Any waiver at any time by either Party of its rights with respect to default under this Agreement shall not be deemed a waiver with respect to any subsequent default by the other Party under this Agreement.

A-12. *Successors, Legal Representative, or Assigns*

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, or assigns of the respective Parties. Neither Party shall assign this Agreement without the express written consent of the other Party, nor shall a Party be relieved of its obligations hereunder or impose additional obligations or burdens on the other Party by any assignment given.

A-13. *Governmental Jurisdiction and Authorization*

This Agreement is subject to the jurisdiction of those governmental agencies having control over the Parties or the Agreement. This Agreement shall not become effective until all required governmental authorization and permits are first obtained and copies are submitted to LES.

This Agreement shall at all times be subject to such changes by such governmental agencies, and the Parties shall be subject to such conditions and obligations, as such governmental agencies may from time to time direct in the exercise of their jurisdiction. Both Parties agree to exert their best efforts to comply with all applicable rules and regulations of all governmental agencies having control over either Party or this Agreement. The Parties shall take all reasonable action necessary to secure all required governmental approvals of this Agreement in its entirety and without change.

A-14. *Governing Law, Regulatory Authority, and Rules*

The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles. This Agreement is subject to all applicable laws and regulations.