

**ENERGY MISSISSIPPI, LLC
STANDARD INTERCONNECTION AGREEMENT
FOR NON-RESIDENTIAL NET METERING FACILITIES (for 500 kW – 2 MW systems)**

INTERCONNECTION AGREEMENT TERMS AND CONDITIONS¹

This Standard Interconnection Agreement for Net Metering Facilities (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between Entergy Mississippi, LLC (“Entergy,” “EML,” or the “Company”) and _____ (“Customer”), a _____ (specify whether 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 Renewable Energy source (the “Facility”) meets the requirements of Mississippi Renewable Energy Net Metering Rule and the Mississippi Distributed Generator Interconnection Rule (the “Rules”) as established or amended by the Mississippi Public Service Commission (“PSC”).

Section 2. Governing Provisions

The parties shall be subject to the provisions of the Rules, the terms and conditions set forth in this Agreement, and the Company’s applicable tariff schedules and policies, including but not limited to the Company’s Net Energy Metering Rider Schedule and the Company’s Electric Service Standard governing Connecting Large Electric Generators to the Entergy Distribution System.

Section 3. Maintenance and Permits

The Customer shall obtain and maintain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities before the Facility is interconnected. The Customer shall maintain the Facility and interconnection facilities in a safe and reliable manner and in conformance with all applicable laws and regulations.

Section 4. Interconnection

Company shall furnish and install bidirectional 2-channel meter meeting the Company-approved meter standard for the Customer’s type of service. Customer shall provide and install a meter socket for the Company’s meter and any related interconnection equipment per the Company’s technical requirements, including safety and performance standards.

The Customer shall submit an Interconnection Application to the Company at least ninety (90) days prior to the date the Customer intends to interconnect a Facility with the Company’s facilities. Such notification shall include a detailed electrical diagram of the Facility for the Company’s review. Said diagram shall demonstrate that the proposed Facility is capable of safely and reliably operating in parallel with the Company’s facilities.

Within ten (10) days of receipt of the Interconnection Application, the Company shall inform the Customer in writing or by electronic mail that the Interconnection Application is complete or incomplete and indicate what, if any, materials are missing. If the Interconnection Application is complete, the Company shall assign a Queue Position. The Queue Position shall be used to determine the cost responsibility necessary for the facilities to accommodate the interconnection. The Company shall notify the Customer about other higher queued Customers that have the potential to impact the cost responsibility.

¹ Form date 12-1-2018 – MPSC Docket 2018-UA-39.

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Within ten (10) days after notification by the Company that the Customer's Interconnection Application is complete, the Company shall hold a Level 3 Scoping Meeting with the Customer. The purpose of the meeting shall be to review the Interconnection Application, existing studies relevant to the Interconnection Application, and the results of Level 1 and Level 2 screening criteria. The Company shall follow the screening and evaluation criteria and additional studies of the Interconnection Application in accordance with the Mississippi Distributed Generation Interconnection Rules, including a Feasibility Study or System Impact Study if needed. 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 any such items are identified, the Customer shall provide evidence that all Company-proposed safety related corrections to the Customer's original (same) Facility plans have been satisfactorily remedied and that the Customer has all equipment necessary to complete the interconnection. The interconnection of a Facility is subject to the following conditions (and this Interconnection Agreement shall not become final until these conditions are met): (i) the milestones agreed to in the Interconnection Agreement are satisfied; (ii) the Facility is approved by electric code officials with jurisdiction over the interconnection; (iii) the Customer provides a Certificate of Completion from the Company (Completion of local inspections may be designated on inspection forms used by local inspecting authorities); and (iv) a Witness Test has successfully been completed in accordance with the Mississippi Distributed Generation Interconnection Rule. If a Facility fails the Witness Test, the commissioning date must be extended a minimum of ten (10) days.

The burden to prove the date upon which any required notification or material is mailed to the Company shall be on the Customer. If any required notification or material is delivered by mail, the date of notification or receipt of material shall be the third day following the mailing of said notification or material.

To prevent a Customer from back-feeding a de-energized line, the Customer shall install a visibly open, lockable, clearly labeled, manual disconnect switch that is accessible to Company personnel at all hours.

The Customer, at Customer's 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), Underwriters Laboratories (UL), and any other relevant standards specified by the PSC. Additionally, the Facility, at the Customer's expense, shall meet all reasonable safety and performance standards that are necessary to assure safe and reliable operation of the Facility when connected to the Company's electrical system and that have been adopted by the Company.

Customer shall not commence parallel operation of the Facility until the Customer has received approval to operate from the Company. The Company's installation of a net meter at the location is deemed approval to operate the interconnection system. The Facility approval and Standard Interconnection Agreement execution process shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Company's approval to operate the Customer's Facility in parallel with the Company'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 Facility.

Modifications or changes made to a Facility shall be evaluated by the Company prior to being made. The Customer shall provide detailed information describing the modifications or changes to the Company in writing prior to making the modification to the Facility. 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.

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If the Company's existing facilities are not adequate to interconnect with the Facility, any changes will be performed in accordance with the Company's policies and schedules on file with and approved by the PSC.

The Company shall design, procure, construct, install, and own any Distribution System Upgrades. The actual cost of Distribution System Upgrades, including overheads, shall be directly assigned to the Customer.

Section 5. Interruption or Reduction of Deliveries

Customer shall deliver the as-available energy to the Company at the Company's meter.

The Company 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 Company 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 Company reasonably determines that either the Facility may endanger the Company's personnel or other persons or property, or the continued operation of the Customer's Facility may endanger the integrity or safety of the Company's electric system, or the Customer is not operating the system in compliance with the terms and conditions of this Agreement, the Company shall have the right to disconnect and lock out the Customer's Facility from the Company's electric system. The Customer's Facility shall remain disconnected until such time as the Company is reasonably satisfied that the Facility can operate in a safe and compliant manner.

Section 6. Access to Premises

The Company may enter the Customer's premises to inspect the Customer's protective devices and read or test the meter.

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 the party's negligence.

Nothing in this Agreement shall be construed to create any duty to, establish any standard of care with reference to or any liability to any person not a party to this Agreement. Neither the Company nor 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 the Customer's Facilities by the Customer or any other person or entity. Neither shall the Company, its officers, agents or employees have any requirement or responsibility to make replacements, additions or betterment to the Customer's Facility.

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Section 8. Notices

All written notices shall be directed as follows:

COMPANY

ENTERGY MISSISSIPPI, LLC
Attention: Manager, Customer Service Support
P.O. Box 1640
Jackson, MS 39215

CUSTOMER

Name: _____
Address: _____
City: _____

Customer notices to Company shall refer to the Customer's electric service account number set forth in Section 1 of the Standard Information section 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 Customer shall not assign this Agreement or any part hereof without the prior written consent of the Company, and such unauthorized assignment may result in termination of this Agreement.

Section 11. Rates and Regulations

The Customer has read and accepted the jurisdictional rates and regulations.

Customer will take service pursuant to the Company's Net Energy Metering Rider Schedule and charges associated with net metering service set out in the Company's Net Energy Metering Rider Schedule will be charged to the Customer's account. Per Rule 3.102.3 of the Distributed Generation Interconnection Rule, EML may also charge to the Customer's account fees up to \$100.00 plus \$2.00 per kilowatt of the customer-generator facility's capacity, as well as charges for actual time spent on any required impact or facilities studies, subject to limitations set out in 3.102.3. Further, per 3.102.3, if EML must install facilities in order to accommodate the interconnection of the customer generating facility, the cost of such facilities will be the responsibility of the Customer. The Customer, at his/her own expense, shall meet all safety and performance standards necessary to assure safe and reliable operations of the Facility with the Company's distribution system.

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Section 12. Consent to Release Customer Specific Information

The Customer consents to permit Entergy to release Customer specific confidential Entergy account information, including this Agreement, to _____ solely for the purpose of installing/ or evaluating the feasibility of installing a net metered generator for interconnection with the Entergy system. Entergy shall not disclose such information to any other party or for any other purpose than that described herein.

Section 13. Renewable Energy Credits (“RECs”)

If the Customer elects on the application form for its Facility to transfer the rights to any Renewable Energy Credits (“RECs”) associated with the Customer’s Facility to the Company, the Customer will be eligible to receive the Non-Quantifiable Expected Benefits Adder as a component of Total Benefits of Distributed Generation.

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

Customer:

Company:
ENERGY MISSISSIPPI, LLC

By: _____

By: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

Mailing Address:

Mailing Address:
P.O. Box 1640
Jackson, MS 39215-1640