

INTERCONNECTION AGREEMENT FOR NET METERING SERVICE
Wyoming

This agreement dated this _____ of _____ 20____, by and between Bridger Valley Electric Association, Inc. (“BVEA”) and _____, (“Member/Owner”).

Whereas, Member/Owner owns or intends to install and own an electric energy facility (“Facility”) qualifying for “Net Metering Service”, Rate Schedule M as given in BVEA’s currently effective tariff as filed with the Wyoming Public Service Commission, on Member/Owner’s premises located at 40014 I-80 Business Loop, Mountain View, Wyoming for the purposes of generating electric energy; and

Whereas Member/Owner is the sole owner with all rights and privileges of the property at which the Generating Facility shall be installed; and

Whereas, Member/Owner wishes to sell and BVEA is willing to purchase energy produced by the Facility;

Now, therefore, the parties agree:

MEMBER/OWNER SHALL NOT INTERCONNECT THE GENERATING FACILITY TO BVEA’S POWER SYSTEM UNTIL BVEA SENDS AND MEMBER/OWNER RECEIVES WRITTEN AUTHORIZATION. THE PARTIES UNDERSTAND AND AGREE THAT INTERCONNECTION OF THE GENERATING FACILITY BY THE MEMBER/OWNER, OR ITS DESIGNATED AGENT OR REPRESENTATIVE PRIOR TO RECEIPT OF BVEA’S WRITTEN AUTHORIZATION WILL CREATE POTENTIAL SAFETY AND RELIABILITY ISSUES. MEMBER/OWNER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS BVEA AND ITS AGENTS, REPRESENTATIVES, EMPLOYEES AND BOARD OF DIRECTORS FROM ANY AND ALL CLAIMS, COSTS DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION ATTORNEY’S FEES) ARISING OUT OF ANY SUCH UNAUTHORIZED INTERCONNECTION BY THE MEMBER/OWNER.

1. Generating Facility: Member/Owner’s Facility shall consist of a solar, wind, or hydroelectric Generating facility located on the Member/Owner’s premises, with a capacity of no more than twenty-five (25) kilowatts. Said Facility will be interconnected and operated in parallel with BVEA’s distribution facilities, and is intended primarily to offset part or all of the Member/Owner’s own electrical requirements measured by BVEA at a single metered facility located at the immediate interconnection point of the Member/Owner’s Generating Facility.
2. Term: This agreement shall commence when signed by both BVEA and Member/Owner and terminate with any change in ownership, or by written agreement signed by both parties.

3. Definition of Terms: Net energy is the difference between electricity supplied through the electric grid to the Member/Owner and electricity generated by the Member/Owner and fed back to the electric grid over the applicable billing period.
4. Measurement of Net Energy: A meter shall be installed to measure the flow of energy in each direction. Member/Owner shall be responsible for all expenses involved in purchasing and installing facilities necessary for the meter installation.
5. Price and Payment: At the end of each billing period, if the energy supplied by Member/Owner to BVEA is less than the energy supplied by BVEA, customer shall be billed using the applicable standard service rate schedule for the net energy amount. If the energy supplied by Member/Owner to BVEA is greater than the energy supplied by BVEA, Member/Owner shall be billed for the appropriate monthly charges and shall be credited for the net energy with the kilowatt-hour credit appearing on the bill for the following month. At the beginning of each calendar year, any remaining unused kilowatt-hour credit accumulated during the previous year shall be sold to BVEA at the avoided costs for the applicable calendar year as shown in Rate Schedule M.
6. Interconnection: Member/Owner shall provide the interconnection on Member/Owner's side of the meter. At Member/Owner's expense, BVEA shall make reasonable modifications to BVEA's system necessary to accommodate Member/Owner's Facility. The cost for such modification is \$_____ due in advance of construction. The net metering system used by BVEA shall include, at Member/Owner's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by BVEA's electric service requirements, the National Electric Code, National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories. BVEA's written approval of the Member/Owner's protection-isolation method to ensure generator disconnection in case of a power interruption from BVEA is required before service is provided under this schedule.
7. Disconnect System: Member/Owner shall furnish and install on Member/Owner's side of the meter a safety switch which shall be capable of fully disconnecting the Member/Owner's energy generating equipment from BVEA's electric service. The disconnect switch shall be located adjacent to BVEA's meters and shall be of the visible break type in a metal enclosure which can be secured by a padlock. The disconnect switch shall be accessible to BVEA personnel at all times. BVEA shall have the right to disconnect the Facility from BVEA's supply at the disconnect switch: (a) when necessary to maintain safe electrical operating conditions; (b) if in BVEA's sole judgment, the Facility at any time adversely affects BVEA's operation of its electrical system or the quality of BVEA's service to other customers; (c) if the Generating Facility does not meet required codes or standards; (d) in the event of Member/Owner's failure to maintain its retail electric service account for loads served at the

Generating Facility as active and in good standing; or (e) in the event of Member/Owner's breach of any provision of this agreement. In the event that BVEA disconnects the Generating Facility due to clauses (b), (c), (d) or (e) above, BVEA may immediately terminate this agreement, without liability to the Member/Owner, by delivering written notice to the Member/Owner of the failure to meet required codes and standards, maintain account in good standing or other breach of this agreement.

The Member/Owner may disconnect the Generating Facility at any time; provided that the Member/Owner provides reasonable advance written notice to BVEA.

8. Functional Standards: Member/Owner shall furnish, install, operate and maintain in good order and repair, all without cost to BVEA, all equipment required for safe operation of the Facility in parallel with BVEA's system. This equipment shall include, but not limited to equipment necessary to establish automatically and maintain synchronism with BVEA's electric supply and a load break switching device that shall automatically disconnect the unit from BVEA's supply in the event of overload or outage of BVEA's supply. The Facility shall be designed to operate within allowable voltage variations of BVEA's system. The Facility shall not cause any adverse effects upon the quality of service provided to other BVEA customers. Member/Owner's Generating Facility shall at all times comply with all applicable power quality standards, including, but not limited to, IEEE Standard 519-1992 Harmonic Limits. The Generating Facility shall be designed to automatically disconnect from BVEA's system in the event of overload or outage of BVEA's supply, in compliance with NEC 445.10 and 705.40.
9. Installation and Maintenance: Excepting only metering equipment owned by BVEA, all equipment on Member/Owner's side of the point of delivery, including any required disconnect switch and synchronizing equipment, shall be provided, installed and maintained in satisfactory operating condition by the Member/Owner, and shall remain the property and responsibility of the Member/Owner. BVEA shall bear no liability for Member/Owner's equipment or for consequences of its operation or mis-operation. For purposes of gathering research data, BVEA may at its expense install and operate additional metering and data gathering devices.
10. Safety: The parties agree that all safety and operating procedures for joint use equipment shall be in compliance with the Occupational Safety and Health Administration Standards, NEC requirements, National Electrical Safety Code standards, state standards, and the equipment manufacturer's safety and operational manuals. Proper signage shall be placed adjacent to the meter base and service disconnect locations in accordance with the NEC requirements.
11. Pre-Operation Inspection: Prior to interconnection, the Facility and associated interconnection equipment shall be inspected and approved by the state electrical inspector and any other governmental authority having jurisdiction. Furthermore any Generating

Facility being paralleled to BVEA's system is expressly conditioned upon (a) Member/Owner obtaining an electrical permit and the Generating Facility pass an electrical inspection by the electrical inspector(s) having jurisdiction and (b) the approval of BVEA's Engineer or designated agent, if required.

12. Access: Authorized BVEA employees shall have the right to enter upon Member/Owner's property for the purposes of operating the disconnect switch and meters and making additional tests concerning the operation and accuracy of its meters.
13. Modification of Generating Facility: Prior to any modification or expansion of the Generating Facility, the Member/Owner shall obtain BVEA's approval and shall sign a modified interconnection agreement for the Generating Facility within twenty (20) working days of work commencing. BVEA reserves the right to require the Member/Owner, at the Member/Owner's expense, to provide corrections or additions to existing interconnection Facilities as required to comply with the then current codes and standards. The modification notice shall be accompanied with a new Application for Net Metering.
14. Limitation of Liability: Either part may exercise any or all of its rights and remedies under this agreement and governing law. BVEA's liability for any action arising out of its activities relating to this agreement or BVEA's electric utility service shall be limited to the repair or replacement of any non-operating or defective portion of BVEA's electric utility facilities. Under no circumstances shall BVEA be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages.
15. Insurance: For a Generating Facility with a capability of ten (10) kW or less, the Customer shall provide and maintain not less than one hundred thousand dollars (\$100,000) of Personal Injury and Property Damage Liability Insurance, and for a Generating Facility with a capability of greater than ten (10) kW, the Customer shall provide and maintain not less than one million dollars (\$1,000,000) of Personal Injury and Property Damage Liability Insurance. Proof of said insurance shall be provided by the Customer and attached to this Interconnection Agreement, and all policy renewals shall be provided to the Cooperative. Prior to execution of this Agreement applicant shall provide BVEA with a certificate of Insurance containing a minimum 30-day notice of cancellation.
16. Merger: This contract contains the entire agreement, including the application, general description, BVEA rate schedule M and general diagram, between Member/Owner and BVEA and may not be changed except by writing signed by both Member/Owner and BVEA. This agreement is non-transferrable and shall be terminated upon change of ownership of property upon which the Generating Facility is located.

In witness whereof, Bridger Valley Electric Association, Inc. and Member/Owner have by their duly authorized representatives, executed this agreement in duplicate as of the day and year first above written.

Member/Owner

Bridger Valley Electric Association, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____