

**INTERCONNECTION AGREEMENT FOR NET METERING SERVICE
WYOMING**

This Interconnection Agreement for Net Metering Service (this “*Agreement*”), dated this _____ day of _____, 20____, is by and between Bridger Valley Electric Association, Inc. (“*BVEA*”) and _____ (“*Member/Owner*”). BVEA and Member/Owner shall be referred to herein, each individually, as a “*Party*” and, collectively, as the “*Parties*.”

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 (“*WYPSC*”), on Member/Owner’s premises located at _____, for the purpose of generating electric energy; and

WHEREAS, Member/Owner is the sole owner with all rights and privileges associated with the property at which the Facility shall be installed; and

WHEREAS, Member/Owner wishes to sell and BVEA is willing to purchase energy produced by the Facility upon the terms and conditions set forth herein;

NOW, THEREFORE, the Parties agree as follows:

MEMBER/OWNER SHALL NOT INTERCONNECT THE FACILITY TO BVEA’S POWER SYSTEM UNTIL BVEA SENDS, AND MEMBER/OWNER RECEIVES, WRITTEN AUTHORIZATION. THE PARTIES UNDERSTAND AND AGREE THAT INTERCONNECTION OF THE 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, LIABILITIES OR LOSSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) ARISING OUT OF OR IN ANY WAY RELATING TO, DIRECTLY OR INDIRECTLY, ANY SUCH UNAUTHORIZED INTERCONNECTION BY THE MEMBER/OWNER.

1. 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 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 BVEA will compensate Member/Owner for any excess energy produced at BVEA's avoided cost in accordance with the provisions of this Agreement. Said compensation for excess power generated may be calculated and reflected as a dollar and cents credit on Member/Owner's bill for the following month or, at the discretion of BVEA, may be paid monthly to Member/Owner. The rate paid or credit applied shall be automatically adjusted in the month following any change in the avoided cost as received from BVEA's wholesale supplier. Member/Owner may obtain the current avoided cost by calling BVEA during normal office hours at 800-276-3481 (or such other office number as BVEA may publish from time to time).
6. Changes to Net Metering Rate Schedule: Member/Owner hereby acknowledges that BVEA is subject to oversight and regulation by the WYPSC and that all rates charged and all credits calculated and paid by BVEA, including in connection with any net metering agreement entered into between BVEA and its members, are subject to approval by WYPSC. Member/Owner hereby agrees that in the event that the effective net metering rate schedule, as published on "Schedule M – Net Metering" (or any similar or replacement schedule) to BVEA's tariff as filed with the WYPSC, is modified or amended from time to time hereafter, all applicable provisions associated with such modifications and amendments shall be automatically incorporated into this Agreement, without the need for any further action by either Party. Without limiting the foregoing, Member/Owner further agrees to enter into any and all amendments to this Agreement or any and all further separate agreements that BVEA may reasonably deem necessary from time to time to effect or otherwise fully reflect any such tariff changes as between the Parties.
7. 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 Agreement.

8. 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 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 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 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 Facility at any time; provided that the Member/Owner provides reasonable advance written notice to BVEA.

9. 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 be 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 Facility shall at all time comply with all applicable power quality standards, including, but not limited to, IEEE Standard 519-1992 Harmonic Limits. The 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.
10. 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 Member/Owner and shall remain the property and responsibility of Member/Owner. BVEA shall bear no liability for Member/Owner's equipment or for consequences of its operation or miss-operation. For purposes of gathering research data, BVEA may at its expense install and operate additional metering and data gathering devices.

11. 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.
12. 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 Facility being paralleled to BVEA's system is expressly conditioned upon (a) Member/Owner obtaining an electrical permit and the Facility passing an electrical inspection by the electrical inspector(s) having jurisdiction and (b) the approval of BVEA's engineer or designated agent, if required.
13. 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.
14. Modification of Facility: Prior to any modification or expansion of the Facility, Member/Owner shall obtain BVEA's approval and shall sign a modified interconnection agreement for the Facility within twenty (20) working days of work commencing. BVEA reserves the right to require Member/Owner, at Member/Owner's sole 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 Interconnection Agreement for Net Metering Service.
15. Limitation of Liability: Either Party 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.
16. Insurance: For a Facility with a capability of ten (10 kW or less, Member/Owner shall provide and maintain not less than one hundred thousand dollars (\$100,000) of personal injury and property damage liability insurance, and for a Facility with a capability of greater than ten (10) kW, Member/Owner 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 Member/Owner and attached to this Agreement, and all policy renewals shall be provided to BVEA. Prior to execution of this Agreement, Member/Owner shall provide BVEA with a certificate of insurance containing a minimum 30-day notice of cancellation.

17. Merger: This contract contains the entire agreement, including the application of BVEA Rate Schedule M, between Member/Owner and BVEA and supersedes any and all prior agreements, arrangements and understandings with respect to the subject matter hereof (including, without limitation, any prior Interconnection Agreement for Net Metering Service, or similar agreement, entered into between the Parties). This Agreement may not be changed or modified except (a) pursuant to the provisions of Section 6 or (b) by a 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 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: _____