



Interconnection Agreement Net Metering Service

This agreement dated this ____ day of, 20 __, by and between Beartooth Electric Cooperative (BEC), and _____, (Member).

Whereas Member owns or intends to install and own an electric energy generating facility (Facility) qualifying for Net Metering Service as allowed in BEC's current Rules and Regulations and Policies on the Member's premises located at:

for the purpose of generating electric energy; and

Whereas Member wishes to sell and BEC is willing to purchase energy produced by the Facility;

Now, Therefore, the parties agree:

- 1) **Generating Facility:** Members Facility shall consist of a solar, wind, biomass or hydroelectric generating facility located on the Member's premises, with a capacity of not more than twenty-five (25) kilowatts. Said Facility will be interconnected and operated in parallel with BEC's distribution facilities, and is intended primarily to offset part or all of Member's own electrical requirements measured by BEC at a single metered facility located at the immediate interconnection point of the Member's generating facility.
- 2) **Term:** This agreement shall commence when signed by both BEC and Member and continue on a month-to-month basis until otherwise terminated. Termination will occur with any change in ownership, or by written agreement signed by both parties.
- 3) **Definition of Terms:**
 - a) **Net Energy** is the difference between electricity supplied through the electric grid to Member and electricity generated by the Member and fed back to the electric grid over the applicable billing period.
 - b) **Member** is synonymous with Owner/Generator and means a user of a net metering system.

- c) **Avoided Costs** means the wholesale component of BEC's currently applicable rate.
- d) **Qualifying Facility** means a Member's equipment beyond the meter that meets the criteria for service under the Net Metering Policies.
- 4) **Measurement of Net Energy:** A meter shall be installed to measure the flow of energy in each direction, at the expense of Member. The Member shall be responsible for all other 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 to BEC is less than the energy supplied by BEC, Member shall be billed using the applicable standard service rate schedule for the net energy amount. If the energy supplied by Member to BEC is greater than the energy supplied by BEC, Member 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.
 - a) For Montana Member's, on January 1st, April 1st, July 1st, or October 1st of each year, as designated by the Owner/Generator to be the beginning date of a 12 month billing period, any unused kilo-watt hour credit accumulated during the previous 12 months must be granted to the Cooperative without any compensation to the Owner/Generator.
 - b) For those Wyoming Member's who's net metered facilities are located in Wyoming, on January 1st, April 1st, July 1st, or October 1st of each year, as designated by the Owner/Generator to be the beginning date of a 12 month billing period, any unused kilo-watt hour credit accumulated during the previous 12 months shall be sold to the Cooperative at the average energy rate for winter and summer non-firm avoided costs for the applicable calendar year and rate schedule.
- 6) **Interconnection:** Member shall provide at their sole expense the interconnection on Member's side of the meter. At Member's expense, BEC shall make reasonable modifications to BEC's system necessary to accommodate Member's Facilities. The cost for such modifications is \$_____ due in advance of construction. The net metering system used by BEC shall include, at Member's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by BEC's electric service requirements, the National Electric Code, National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories. BEC's written approval of Member's protection-isolation method to ensure generator disconnection in case of a power interruption from BEC is required before service is provided under this schedule.
- 7) **Disconnect Switch:** Member shall furnish and install on Member's side of the meter a safety disconnect switch that shall be capable of fully disconnecting the Member's energy generating equipment from BEC's electric system. The disconnect switch shall be located adjacent to the

meter and shall be of the visible break type in a metal enclosure which can be secured with a padlock. The disconnect switch shall be accessible to BEC personnel at all times. BEC shall have the right to disconnect the Facility from BEC's supply at the disconnect switch at its sole discretion, when necessary to maintain safe electrical operating conditions or, if in BEC's sole judgment, the Facility at any time adversely affects BEC's operation of its electrical system or the quality of BEC's service to other Members.

- 8) **Functional Standards:** Member shall furnish, install, operate and maintain in good order and repair, all without cost to BEC, all equipment required for the safe operation of the Facility in parallel with BEC's system. This equipment shall include, but not be limited to equipment necessary to establish automatically and maintain synchronism with BEC's electric supply and a load break switching device that shall automatically disconnect the unit from BEC's supply in the event of overload or outage of BEC's supply. The facility shall be designed to operate within allowable voltage variations of BEC's system. The facility shall not cause any adverse effects upon the quality of service to BEC's non-generating customers.
- 9) **Installation and Maintenance:** Excepting only metering equipment owned by BEC (Underground Pedestal Metering), all equipment on Member'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, and shall remain the property and responsibility of the Member. BEC shall bear no liability for Member's equipment or for consequences of its operation or failure to operate properly. For purposes of gathering research data, BEC may at its expense install and operate additional metering and data-gathering devices.
- 10) **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.
- 11) **Access:** Authorized BEC employees shall have the right to enter upon the Member's property for the purpose of operating the disconnect switch and meters and making additional tests concerning the operation and accuracy of its meters.
- 12) **Indemnity:** Member agrees to indemnify and hold BEC harmless from any and all liability for any and all damages, including attorneys' fees and costs, the Member causes as a result of his operation of the Facility.
- 13) **Enforcement upon default by Member:** BEC shall have the right to specifically enforce the terms of this agreement and collect its reasonable attorney's fees and costs associated thereto.
- 14) **Merger:** This contract contains the entire agreement between the Member and BEC and may not be changed except by writing signed by both Member and BEC.

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

Member

Beartooth Electric Cooperative, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____