

**INTERCONNECTION AGREEMENT FOR NET METERING SERVICE**

This agreement dated _____ 20____, by and between High West Energy, Inc. (HWE) and _____, ("Member/Owner").

Whereas, Member/Owner owns or intends to own and operate an electric energy facility ("Facility") qualifying for "Net Metering Service", Rate Schedule N set forth on tariff sheet Nos. 12 and 12a, as given in HWE's currently effective tariff as filed with the Wyoming Public Service Commission, on Member/Owner's premises located at _____ for the purposes of generating electric energy; and

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

Now, therefore, the parties agree:

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 HWE's distribution facilities and is intended primarily to offset part or all of the Member/Owner's own electrical requirements measured by HWE 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 HWE and Member/Owner and terminate with any change in ownership of the premises, or by written agreement signed by both parties, or by Ninety (90) days written notice by HWE to Member/Owner as permitted by Wyoming law, or if the agreement becomes commercially impracticable for HWE or is otherwise detrimental to the interests of HWE or its members, or if Member/Owner fails to comply with any of the provisions of this Interconnection Agreement.
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.
5. **Price and Payment:** At the end of each billing period, if the energy supplied by Member/Owner to HWE is less than the energy supplied by HWE, member shall be billed using the applicable standard service rate schedule, including monthly minimum, for the net energy amount. If the energy supplied by Member/Owner to HWE is greater than the energy supplied by HWE, 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 HWE at the avoided costs for the applicable calendar year as shown in Rate Schedule N set forth on tariff sheet Nos. 12 and 12a, Net Metering Service. Energy distributed to Member/Owner by HWE may not be resold to any third party under any circumstances. Moreover, HWE shall have a first right of refusal to purchase any excess energy generated by Member/Owner under the “price and payment” terms set forth herein.

6. Interconnection: Member/Owner shall provide the interconnection on Member/Owner's side of the meter. At Member/Owner's expense, HWE shall test the installation to insure the safety of its system and employees. The cost for this testing is \$ 250.00 due in advance of construction. The net metering system used by HWE shall include, at Member/Owner's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by HWE's electric service requirements, the National Electric Code, National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories. HWE's written approval of the Member/Owner's protection-isolation method to ensure generator disconnection in case of a power interruption from HWE is required before service is provided under this schedule.

HWE will remove the meter from the socket at request, however, it will not be re-installed or re-energized until an inspection from the appropriate governing body has been completed.

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 HWE's electric service.

HWE will only accept an AC disconnect switch that has a visible break/isolation knife blade type disconnection and is non-fusible and lockable. The disconnect switch shall be accessible to HWE personnel at all times. Required placard notification and AC disconnect location options are as follows.

Option 1: When renewable energy AC disconnect is within ten feet of HWE's service meter a placard must be mounted on the face of the disconnect cover stating, “Generator AC Disconnect” or similar language and large enough to be clearly seen by HWE personnel.

Option 2: When a renewable generation system is located on the member's property making it impractical to place the AC disconnect within ten feet of the HWE service meter, then several steps must be taken. The Applicant / Interconnection Customer must contact HWE's Energy Solutions to notify of the request to locate renewable energy AC disconnect more than ten feet away from the meter location. The Applicant / Interconnection Customer must place two placards – one on the AC disconnect stating “Generator AC Disconnect” or similar language and another placard on the cover of the main service breaker cabinet located below the service meter stating the location of the “Generator AC Disconnect.” The placards shall be composed of weather-resistant durable plastic, stamped brass, aluminum, or stainless-steel. A site-plan placard is required to satisfy Option 2.



HWE shall have the right to disconnect the Facility from HWE's supply at the disconnect switch when necessary to maintain safe electrical operating conditions or, if in HWE's sole judgment, the Facility at any time adversely affects HWE's operation of its electrical system or the quality of HWE's service to other members.

8. Functional Standards: Member/Owner shall furnish, install, operate, and maintain in good order and repair, all without cost to HWE, all equipment required for safe operation of the facility in parallel with HWE's system. This equipment shall include, but not limited to equipment necessary to establish automatically and maintain synchronism with HWE's electric supply and a load break switching device that shall automatically disconnect the unit from HWE's supply in the event of overload or outage of HWE's supply. The Facility shall be designed to operate within allowable voltage variations of HWE's system. The Facility shall not cause any adverse effects upon the quality of service provided to HWE's non-generating members.
9. Installation and Maintenance: 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.
HWE shall bear no liability for Member/Owner's equipment or for consequences of its operation or miss-operation. For purposes of gathering research data, HWE 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. HWE shall test to verify that the generator automatically disconnects from HWE's supply in the event of overload or outage of HWE's supply.
11. Access: Authorized HWE 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.
12. Existing Agreements: Any existing member service contracts between Member/Owner and HWE remain in force, including minimums required for fixed costs. Acceptance of this agreement denotes that both have read and understand this entire agreement.
13. Merger: This contract contains the entire Interconnection Agreement for Net Metering Service between Member/Owner and HWE and may not be changed except by writing signed by both Member/Owner and HWE. This contract will be null and void if the account is not connected within 6 months from the date of signature.



In witness whereof, High West Energy, 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 Contact Information

Phone: _____

Email: _____

Alternate Phone: _____

Member/Owner

By: _____

Title: _____

Date: _____

Please provide your system data:

Wind

Solar

Hydro

Size (watts) _____
