



**IDAHO COUNTY LIGHT & POWER
COOPERATIVE ASSOCIATION, INC.**

Net Metering Agreement

**INTERCONNECTION AGREEMENT
FOR CUSTOMER-OWNED,
GRID-CONNECTED GENERATING FACILITIES OF
50 KILOWATTS OR LESS PEAK GENERATING CAPACITY**

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NET METERING AGREEMENT

This Interconnection Agreement for Net Energy Metering (“Agreement”) is entered into by and between _____ (“Customer”), and The Idaho County Light & Power Cooperative Association, Inc. (the Cooperative”) sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.”

1. APPLICABILITY

This Agreement is applicable only to distribution customers of Cooperative who are utility customers in good standing.

2. DESCRIPTION OF CUSTOMER’S GENERATING FACILITY (“CUSTOMER FACILITY”)

2.1 Customer has elected to interconnect and operate its electric generating facility in parallel with Cooperative’s electric distribution system on a net metering basis as provided in this Agreement.

2.3	Photovoltaic/Solar (“PV”) Array Rating:	_____	KW
	Wind Turbine (WT) Rating:	_____	KW
	Hydroelectric Turbine (HT) Rating:	_____	KW
	Fuel Cell (FC) Rating:	_____	KW
	Microturbine Rating	_____	KW
	Generator Rating	_____	KW

2.4 Customer Facility Location:

(Street Address, City, State, Zip)

2.5 Customer’s Cooperative Electric Account Number: _____

2.6 Customer Facility will be ready for operation on or about: _____
(date)

3. INTERRUPTION OR REDUCTION OF DELIVERIES

3.1 Cooperative shall not be obligated to accept or pay for and may require Customer to interrupt or reduce deliveries of available energy (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system, or (b) if it determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

3.2 Whenever possible, ICL&P shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

3.3 Notwithstanding any other provision of this Agreement, Cooperative shall have the right to disconnect any connection between the Customer Facility and Cooperative's facilities pursuant to this Agreement in the event of: a) emergencies, b) fire or threat of fire, including but not limited to wildfires, b) imminent hazard or threat to any persons or property (including but not limited to Cooperative's facilities), c) equipment/facility malfunctions, d) maintenance or repair of Cooperative's facilities, e) the Customer Facility, or its operation or any condition thereof, is in violation of this Agreement or materially endangers, injures, impairs or otherwise interferes with the integrity or operation of Cooperative's facilities, f) Customer prohibits or materially impairs or otherwise interferes with Cooperative's right of inspection of the Customer Facility, or any portion thereof, under this Agreement, or g) Customer's violation of any term or condition of this Agreement. Cooperative shall also have the right to disconnect any such connection as otherwise permitted under this Agreement, Cooperative's bylaws or policies, or as may be provided or required by law. The Customer Facility shall remain disconnected until such time as Cooperative is satisfied that the condition(s) for such disconnection referenced above have been corrected or no longer exist.

4. INTERCONNECTION

4.1 Customer shall deliver the available energy to Cooperative at the Cooperative's meter located on the Customer's Facility Location as specified by Cooperative.

4.2 Customer shall not commence said parallel operation of the Customer Facility until written approval has been provided to it by Cooperative. Cooperative shall provide such written approval and install the required meter within ten (10) working days from Cooperative's final inspection and approval of the Customer Facility. Such approval shall not be unreasonably withheld.

4.3 Customer shall bear all costs for an engineering review, inspection by Cooperative and any costs for meter installation or non-standard metering required. ICL&P will provide Customer with an itemized statement of these charges. Customer will be required to pay these charges before the Cooperative will authorize commencement of the engineering review on the project.

4.4 Customer will be invoiced for electrical service based upon the Cooperative's "Net Metering Rate Class". Billing and payments for electrical or other service or fees will be governed by the Cooperative's applicable policies as approved by the Cooperative's Board of Directors.

5. DESIGN/OPERATIONAL REQUIREMENTS

5.1 The design, installation, operation, maintenance and repair of the Customer Facility shall be in compliance with all applicable laws, regulations, codes and ordinances. Customer shall, at

Customer's own expense, obtain and maintain any required governmental authorizations and/or permits necessary for the operation of Customer Facility.

5.2. Customer shall at all times under this Agreement comply with the Cooperative's applicable bylaws, requirements and policies related to net metering, including but not limited to all requirements of the ICL&P Net Metering Requirements for Grid Connection of Generating Facilities (attached hereto as Exhibit A) and the ICL&P Policy Manual (provided upon request).

6. MAINTENANCE AND PERMITS

Customer shall, at Customer's own expense, (a) keep and maintain the Customer Facility, including but not limited to the generator and interconnection facilities, in a safe and good condition and repair, and in conformance with all applicable laws, regulations, codes and ordinances, and as otherwise required under this Agreement, and (b) obtain and provide copies to Cooperative any governmental authorizations and permits required for the installation, operation, maintenance and repair of the Customer Facility, including but not limited to electrical inspections, water rights and sewer acceptance (attached hereto as Exhibit B).

Customer shall indemnify, defend and hold harmless Cooperative for any and all losses, liabilities, damages, claims, injuries, penalties, and expenses, including but not limited to attorney fees, incurred by Cooperative arising directly or indirectly from Customer's failure to obtain or maintain any governmental authorizations and permits required for the Customer Facility, including but not limited to the Customer Facility's design, installation, operation, and maintenance or repair. The obligations of Customer under this paragraph shall survive termination of this Agreement.

Cooperative shall have no obligation to maintain or repair any portion of the Customer Facility or any appurtenant fixtures, wiring, devices, equipment, or property owned by Customer.

7. ACCESS TO CUSTOMER FACILITY LOCATION

Cooperative shall have the right to enter upon the Customer Facility Location without notice to Customer at any time (a) to inspect the Customer Facility, and all portions thereof, including but not limited to protective devices and read or test meters, to determine compliance with this Agreement, (b) to disconnect any connection between the Customer Facility and Cooperative's facilities as provided under Section 3 of this Agreement, and c) to perform any inspection, testing, maintenance or repairs of Cooperative's facilities.

8. INDEMNITY/DEFENSE/HOLD HARMLESS AND LIABILITY

8.1 Customer, and Customer's heirs, successors and assigns, shall indemnify, defend and hold harmless Cooperative, and Cooperative's directors, officers, employees, agents, members and insurers, and all heirs, successors and assigns of said foregoing periods, for, against and from any and all loss, liability, damage, injury, claim, cost, charge, demand, or expense, including but not limited including attorneys' fees for any a) injury or death to persons, including but not

limited to employees, agents or contractors of the Cooperative, and b) loss, damage or injury to property of any person, including but not limited to property of the Cooperative, arising directly or indirectly from the engineering, design, construction, maintenance, repair, use, operation, supervision, inspection, testing, protection, ownership, replacement, improvements or reconstruction of the Customer Facility. The provisions of this Section 8.1 shall survive termination of this Agreement.

8.2 The provisions of this Section 8 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

9. INSURANCE

Customer acknowledges and understands that the installation, operation and/or ownership of the Customer Facility may result in potential liabilities arising from damage to persons or property as described in Section 8 of this Agreement.

Unless waived or modified by the Cooperative in writing, Customer shall, at Customer's own expense, procure and at all times during this Agreement maintain in full force and effect the following types of insurance in the amounts stated:

- A. General liability insurance insuring against claims arising from any death of or injury to any person, and any loss of or damage or injury to any property, in the coverage amount of not less than \$500,000 per occurrence and \$500,000 in the aggregate, in a form acceptable to the Cooperative, and naming Cooperative as an additional named insured thereon.

The Customer shall annually provide ICL&P with proof that ICL&P is a named insured on the Customer's liability insurance policy and shall notify ICL&P upon termination or modification of said insurance coverage.

10. GOVERNING LAW

This Agreement shall be interpreted, governed, and construed under the laws of the State of Idaho as if executed and to be performed wholly within the State of Idaho.

11. AMENDMENTS, MODIFICATIONS OR WAIVER

This Agreement may only be amended by mutual written agreement executed by all Parties. The failure of any Party at any time to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise,

shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

12. NOTICES

12.1 Any notice required under this Agreement shall be in writing and mailed or personally delivered to the Party at the address below. Written notice of any address changes shall be provided. All written notices shall refer to the Customer's Cooperative Electric Account Number, as set forth in Section 2.5 of this Agreement. All written notices shall be directed as follows:

TO COOPERATIVE:

Attn: Manager
Idaho County Light & Power Cooperative, Inc.
Highway 13
PO Box 300
Grangeville, ID 83530

TO CUSTOMER:

13. TERM OF AGREEMENT/TERMINATION

This Agreement shall become effective as of the last date set forth in Section 14 of this Agreement unless sooner terminated as provided in this Agreement. Either Party may terminate this Agreement by giving written notice of such termination to the other Party not less than 30 days prior to the effective date of termination. In addition, Cooperative may terminate this Agreement in the event Customer is in violation of this Agreement or any Cooperative bylaws or policies, including but not limited to Customer's nonpayment, by giving written notice of such termination to Customer not less than 30 days prior to the effective date of termination.

Notwithstanding, nothing in this Section 13 is intended to, nor shall it, affect or impair Cooperative's right to disconnect any connection between the Customer Facility and Cooperative's facilities as provided in Section 3 of this Agreement or as otherwise provided under this Agreement, and Cooperative reserves all such rights.

14. NO ASSIGNMENT BY CUSTOMER - SUCCESSORS

This Agreement is personal to Customer. Customer may not assign this Agreement, or any portion thereof or any interest of Customer therein, to any other person or entity, except with

the prior written consent of Cooperative, and any assignment or attempted assignment by Customer in violation of said prohibition shall be void.

In the event Customer sells, transfer or conveys a) the Customer Facility, b) or any portion of the Customer Facility Location where any portion of the Customer Facility is situated, to any third-party to this Agreement, Cooperative may terminate this Agreement without penalty.

15. NO THIRD-PARTY BENEFICIARIES

This Agreement is between Cooperative and Customer. Nothing in this Agreement is intended to, nor shall it, create any rights in or be deemed to benefit any third-party to this Agreement, including but not limited to any heirs, successor or assigns of Customer.

16. SIGNATURES

The Parties to this Agreement hereby agree to have two originals of this Agreement executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

CUSTOMER

**IDAHO COUNTY LIGHT & POWER
COOPERATIVE ASSOCIATION, INC.**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

to the
Contract Between

Idaho County Light & Power Cooperative Association, Inc.
and

Net Metering Requirements for Grid Connection of Generating Facilities

Idaho County Light & Power (ICL&P) customer owned generation may be interconnected to ICL&P's distribution system using a technique known as "Net Metering". A net metering system is one which: 1. Has a generating capacity of not more than 50 (fifty) kilowatts. 2. Is located on the customer-generator's premises. 3. Operates in parallel with the ICL&P distribution system. 4. Is intended primarily to offset part or all of the customer-generator's requirements for electricity at the specific site where the generation is installed. Parallel generation is covered in the ICL&P Policy Manual Section I22. Systems generating more than 50 kilowatts will be handled on an individual basis and will require a special contract between the customer and the utility.

These requirements are designed to ensure that the generating facility will meet the utility's safety and power quality requirements. In particular, the requirements are designed to prevent back-feeding of power from the generating facility to the utility grid during power outages, and to match the utility's own power characteristics with respect to voltage and frequency.

Requirements:

1. The generating facility shall be metered with an Idaho County Light & Power installed meter.
2. The generating facility shall be interconnected to the Idaho County Light & Power utility system through a static inverter that complies with the following requirements:
 - A. Institute of Electrical and Electronics Engineers (IEEE) standard P1547, Draft 6, "Standard for Distributed Resources Interconnected with Electric Power Systems."
3. The generating facility shall be installed in conformance with all applicable requirements of the National Electric Code and local building or electrical codes and shall be approved by the state inspector.
4. The owner of the generating facility and/or the owner's agents or representatives shall agree not to alter the factory set points for the inverter without first notifying the utility in writing of the owner's intent to make any such modifications.

5. The generating facility shall be capable of being manually isolated from the utility system by means of an external, visible load break, electrically located between the generating facility and the utility system. A disconnect switch shall be located within 10 feet of the customer's electric meter and shall be clearly marked "Generator Disconnect Switch". This switch shall be readily accessible to utility personnel at all times, and the utility shall have the right to lock this switch open whenever necessary to maintain safe electrical operating conditions.
6. The generator shall automatically disconnect from the utility when there is loss of power.