

MISSION VALLEY POWER

INTERCONNECTION AGREEMENT

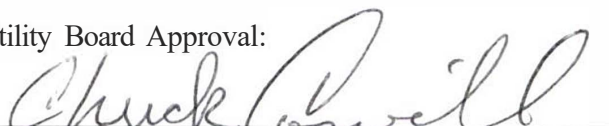
FOR CUSTOMER-OWNED, GRID-CONNECTED

ELECTRIC GENERATING FACILITIES

OF

20 KILOWATTS OR LESS PEAK GENERATING CAPACITY

Utility Board Approval:



Chuck Courville
MVP Utility Board Chairman

11/17/2020
Date

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NET METERING AGREEMENT

(One agreement is required per meter)

This Interconnection Agreement for Net Energy Metering (“Agreement”) is entered into by and between _____ (“Customer”), and MISSION VALLEY POWER (“MVP”) 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 MVP who are utility customers in good standing.

2. CUSTOMER/PROJECT DESIGN INFORMATION

2.1. Customer Information

Name: _____ (Print)

Address: _____

City: _____ State: _____ Zip: _____

Account Number: _____ Meter Number: T _____

Phone Number: _____ Email Address: _____

2.2. Project Design Information

Company: _____

Representative: _____

Phone Number: _____ Email Address: _____

3. DESCRIPTION OF CUSTOMER’S SOLAR, WIND, HYDROELECTRIC OR FUEL CELL ELECTRIC GENERATING FACILITY (CUSTOMER FACILITY)

3.1. Customer has elected to interconnect and operate its electric generating facility in parallel with MVP’s electric distribution system.

(Please provide a 1-line diagram)

3.2. Photovoltaic/Solar (PV) Array Rating: _____ kW

Wind Turbine (WT) Rating: _____ kW

Hydroelectric Turbine (HT) Rating: _____ kW

Fuel Cell (FC) Rating: _____ kW

_____ ini.

3.3. Customer Facility Location (Description):

3.4. MT Electrical Permit Number: _____ (required)

3.5. Facility will be ready for operation on or about: _____
(Date)

4. INTERRUPTION OR REDUCTION OF DELIVERIES

4.1. MVP 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.

4.2. Whenever possible, MVP shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

4.3. Notwithstanding any other provision of this Agreement, if at any time MVP determines either (a) the Customer Facility, or its operation, may endanger Mission Valley Power personnel, or (b) the continued operation of Customer Facility may endanger the integrity of Mission Valley Power's electric system, MVP shall have the right to disconnect Customer Facility from Mission Valley Power's system. Customer Facility shall remain disconnected until such time as Mission Valley Power is satisfied the condition(s) referenced in (a) or (b) of this Section 4.3 have been corrected.

5. INTERCONNECTION

5.1. Customer shall deliver the available energy to MVP at the meter located on the customer's premises.

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

5.3. Customer shall bear all costs for any meter installation, inspection by MVP, and any costs for unusual metering required. Customer may be required to pay meter reading costs. MVP will invoice Customer who is responsible for payment within thirty (30) days of receipt of invoice.

6. DESIGN REQUIREMENTS

- 6.1. Customer shall be responsible for the design, installation, operation, and maintenance of the Customer Facility and shall obtain and maintain any required governmental authorizations and/or permits.
- 6.2. Customer shall comply with the requirements of the MVP Net Metering Requirements for Grid Connection of Renewable Resources (attached hereto as Exhibit A) and the MVP Operations Manual (provided upon request).

7. MAINTENANCE AND PERMITS

Customer shall (a) maintain the generator and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to Section 6, and (b) obtain any governmental authorizations and permits required for the construction and operation of the generator and interconnection facilities. Customer shall reimburse MVP for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer Facility.

8. ACCESS TO PREMISES

MVP may enter Customer's premises (a) to inspect, at reasonable hours, Customer's protective devices and read or test meters, and (b) to disconnect, without notice, the interconnection facilities if, in MVP's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or MVP's facilities, or property of others from damage or interference caused by Customer's renewable source energy generation facilities, or lack of properly operating protective devices.

9. INDEMNITY AND LIABILITY

- 9.1. Each Party shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Party's facilities, or (b) the making of replacements, additions, improvements to, or reconstruction of the Party's facilities, provided, however, Customer's duty to indemnify MVP hereunder shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from interruptions in electrical service to MVP's customers other than Customer. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified

hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

- 9.2. Notwithstanding the indemnity of Section 9.1, and except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its own facilities resulting from electrical disturbances or faults.
- 9.3. The provisions of this Section 9 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.
- 9.4. Except as otherwise provided in Section 9.1 neither Party shall be liable to the other Party for consequential damages incurred by that Party.

10. INSURANCE (OPTIONAL)

Customer understands the installation, operation and/or ownership of the Customer Facility may result in potential liabilities arising from property damage or personal injury as described in Section 9. Customer shall not be required to purchase or maintain property insurance and comprehensive personal liability insurance to protect Customer against such potential liabilities. However, Customer understands property insurance and comprehensive personal liability insurance may provide protection against such potential liabilities. Accordingly, Customer is encouraged to explore with insurers the extent to which existing or additional insurance policies may protect against the potential liabilities associated with the installation, operation and/or ownership of the Customer Facility.

11. FORUM/ATTORNEY'S FEES

In the event legal action is brought by either party concerning their respective obligations under this agreement, the parties agree and covenant the exclusive forum to hear such cause or enforce such obligation shall be the Tribal Court of the Confederated Salish and Kootenai Tribes and the losing party shall pay the prevailing party its reasonable attorney's fees and court costs as may be set by the Court.

12. AMENDMENTS, MODIFICATIONS OR WAIVER

Any amendments or modifications to this Agreement shall be in writing and agreed to by both 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.

13. NOTICES

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 MVP Electric Account Number, as set forth in Section 2.1 of this Agreement. All written notices shall be directed as follows:

Mission Valley Power
Attn: Jean Matt, General Manager
36079 Pablo West Road
PO Box 97
Pablo, MT 59855-0097

14. TERM OF AGREEMENT/TERMINATION

This Agreement shall become effective as of the last date set forth in Section 15 and shall continue in full force and effect until terminated by Customer providing 30-days prior written notice to the other Party in accordance with Section 13. This Agreement may be terminated prior to 30 days by agreement of both Parties. MVP may terminate this Agreement for nonpayment according to its tariffs. MVP reserves the right to renegotiate this agreement at any time.

15. 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

Name: _____
(Print)

Name: _____
(Signature)

Date: _____

MISSION VALLEY POWER

Name: _____ (Jean Matt)
General Manager

Date: _____

Exhibit A

Contract Between

MISSION VALLEY POWER
and

MVP Contract #

Net Metering Requirements for Grid Connection Of Renewable Resources

Mission Valley Power (MVP) customer-owned generation may be interconnected to MVP's distribution system using a technique known as "Net Metering". A net metering system is one which:

1. Uses as its fuel renewable resources; defined to be solar, wind or hydropower, or other generation system pre-approved by the utility.
2. Has a generating capacity of not more than 20 (twenty) kilowatts.
3. Is located on the customer-generator's premises.
4. Operates in parallel with the MVP distribution system.
5. 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.

Any net-metered system interconnected with MVP's distribution system is expected to use MVP's distribution system for backup power and so shall not employ any non-renewable resource to provide power, e.g. propane fired engine generator.

These requirements are designed to ensure 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 a Mission Valley Power, utility installed, meter.
2. The generating facility shall be interconnected to MISSION VALLEY POWER utility system through a static inverter that complies with the following requirements:
 - a. Institute of Electrical and Electronics Engineers (IEEE) standard 1547, “Standard for Interconnecting Distributed Resources with Electric Power Systems.”
 - b. Underwriters Laboratories (UL) Subject 1741, “Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources.”
3. The generating facility shall be installed in conformance with all applicable requirements of the National Electric Code and local building or electrical codes.
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. For generating facilities less than 3 kW capacity,
 - i. If the customer installs a separate disconnect switch for this purpose,
 1. The disconnect switch shall be located within 10 feet of the customer’s electric meter;
 2. The disconnect switch shall be clearly marked “Generator Disconnect Switch” with an approved, engraved, placard;
 3. The disconnect switch shall be readily accessible to utility personnel at all times. *The utility shall have the right to lock this switch open whenever necessary to maintain safe electrical operating conditions.*
 - ii. If the customer does not install a separate disconnect switch for this purpose,
 1. The utility shall be permitted to remove the customer’s electric meter to provide the required manual isolation of the generating facility. *The customer understands that removal of the electric meter isolates the customer’s electric service as well as the generating facility, and that electric service will not be restored until the meter is replaced.*
 - b. For generating facilities of 3 kW capacity and above, a disconnect switch shall be installed and marked as indicated above under section 5.a.i.

6. The utility will assume the customer's generating facility is serving the customer load while the utility system is disconnected as described in above sections 5.a and 5.b.
 - a. Before connection to the utility system is reestablished,
 - i. The customer generator must be taken completely off line;
 - ii. Utility service is restored;
 - iii. Customer reconnects their generator in parallel to the utility system.

**POLICY FOR INTERCONNECTION OF CUSTOMER OWNED ELECTRIC
GENERATING FACILITIES**

Mission Valley Power (MVP) will allow customers to grid -connect electric generating facilities, up to 10KW, that meet the terms of the MVP INTERCONNECTION AGREEMENT

This agreement allows customers to offset their usage by generating some or all of their electrical energy needs. The utility is not obligated to pay for any energy produced, but allows the customer to reduce or eliminate energy charges from the utility. The minimum charge will continue to be charged along with any MVP energy used and a service charge may also be assessed. If more energy is produced for the month than what is used, the balance may be carried forward to the next month. Any excess carried to the end of the year will be zeroed out. The true-up period will be April 1 to March 31.


Approved: Floyd Nicolai
MVP Utility Board Chairman

8-8-05
Date

X _____
customer initials required