

NET METERING INTERCONNECTION AGREEMENT

BETWEEN: _____ (“Customer”)

AND: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY (“BC Hydro”)
a body corporate having its head office at
333 Dunsmuir Street, Vancouver, British Columbia, V6B 5R3

Project: _____

CUSTOMER AND BC HYDRO AGREE AS FOLLOWS:

1. Applicability

This Agreement is applicable only to customers who qualify for Net Metering Service under BC Hydro’s Rate Schedule 1289 (“RS1289”), and whose generating facility (“Generating Facility”) meets the eligibility requirements set forth in RS1289. Customer warrants that it and its Generating Facility comply with these requirements.

2. Generating Facility Interconnection Requirements

- 2.1 Customer shall design, install, operate and maintain the Generating Facility, and all ancillary facilities on the Customer’s side of the Point of Interconnection in accordance with all governmental laws and regulations from time to time applicable, and BC Hydro’s “Net Metering Interconnection Requirements, 50 kW & Below” (NMIR/50). Customer shall obtain and maintain any required governmental authorizations and/or permits required for the installation and operation of the Generating Facility.
- 2.2 The Generating Facility shall meet all applicable safety and performance standards, including the codes and standards identified in BC Hydro’s NMIR/50. BC Hydro, acting reasonably, may from time to time prescribe additional requirements which in its judgment are required for the safety of its system.
- 2.3 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by BC Hydro. Written approval will normally be provided by BC Hydro within 14 days following BC Hydro’s receipt of a copy of the final inspection report or approval issued by the governmental authority having jurisdiction to inspect and approve the installation. Where Customer has been notified that inspection and acceptance by BC Hydro’s Field Services – Protection and Control Department will also be required before the Generating Facility will be accepted for parallel operation, BC Hydro’s approval will normally be provided within 14 days following the date of inspection and acceptance.

2.4 BC Hydro may require Customer to supply additional information and/or provide access to Customer's Generating Facility to carry out additional inspections, as set forth in BC Hydro's NMIR/50.

3. Operating Requirements

3.1 Customer shall at all times operate the Generating Facility in accordance with applicable governmental standards and requirements, and any manufacturer's instructions, and shall further comply with BC Hydro standards and requirements from time to time in effect relating to parallel operation of independent net metering installations with its system. Customer shall promptly notify BC Hydro of any malfunction or breakdown of the Generating Facility that could constitute a safety hazard or reasonably be expected to cause disturbance or damage to BC Hydro's system.

3.2 Customer shall not operate the Generation Facility so as to generate electricity at a rate greater than 110% of the Nameplate Rating of the Generating Facility, and will not add to or modify the Generating Facility without the prior written consent of BC Hydro.

4. BC Hydro Obligations

4.1 BC Hydro will act with reasonable promptness to perform any inspections and/or give any approvals that it is authorized or required to give under this Agreement, and will not unreasonably withhold or delay the giving of its consent in any case where its consent is required.

4.2 Subject to the provisions of RS1289 and any applicable Rate Schedule(s) under which Customer is from time to time receiving electric service from BC Hydro, the provisions of BC Hydro's Electric Tariff, and the terms and conditions of this Agreement, BC Hydro will supply electricity to, and accept delivery of electricity from, Customer at the Point of Delivery.

5. BC Hydro Rights

5.1 BC Hydro shall have the right to require Customer to interrupt (including, if so specified by BC Hydro, by means of physical disconnection or lock-out,) or reduce the output of its Generating Facility whenever:

- (i) BC Hydro deems such action necessary, in its sole judgment, to permit BC Hydro to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
- (ii) BC Hydro determines in its sole judgment, that curtailment, interruption, or reduction of Customer's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, safety hazards, possible damage to or disturbance of its electric system, or compliance with prudent electrical practices.

5.2 Notwithstanding section 5.1 or any other provision of this Agreement, in any of the events or circumstances mentioned in section 5.1 BC Hydro shall have the right:

- (i) to require Customer to immediately disconnect the Generating Facility from BC Hydro's system; and
- (ii) to itself immediately effect the disconnection of the Generating Facility from its system if Customer is apparently not then available, or is available but refuses to act, and such action is deemed necessary by BC Hydro.

5.3 Whenever feasible BC Hydro will give Customer reasonable advance notice that interruption or reduction in deliveries may be required, or that disconnection of the Generating Facility from BC Hydro's system may be required, but the failure of BC Hydro to give such notice shall not invalidate any action taken by BC Hydro under sections 5.1 or 5.2.

5.4 If BC Hydro in its discretion deems it necessary to require the customer to interrupt or disconnect its Generating Facility from BC Hydro's system, or for BC Hydro to itself effect the interruption or disconnection of the Generating Facility from its system, as provided in sections 5.1 or 5.2, or such interruption occurs as a result of suspension or termination of service to the customer in accordance the provisions of RS 1289, then except to the extent caused by the wilful misconduct or gross negligence of BC Hydro, its servants or agents, BC Hydro and its servants or agents shall not be liable to the customer for any loss or damage whatsoever resulting from the exercise of such rights by BC Hydro.

5.5 BC Hydro shall have the right to enter Customer's premises at all reasonable hours, without notice to Customer, to inspect Customer's protective devices and read, inspect and/or test meters, or to effect disconnection of the Generating Facility as provided in section 5.2. Nothing in this Agreement shall limit or otherwise affect any rights of entry to Customer's premises BC Hydro may have under its Electric Tariff or any other agreement with Customer.

6. Metering and Billing

Metering requirements and billing procedures shall be in accordance with RS1289, and any other rate schedules under which Customer is receiving electric service.

7. Term and Termination

This Agreement shall become effective when signed by Customer and BC Hydro, and shall remain in effect indefinitely thereafter, until terminated as follows:

7.1 Customer shall have the right to terminate this Agreement by giving 30 days prior written notice of termination to BC Hydro.

7.2 BC Hydro shall have the right to terminate this Agreement by giving 10 days written notice of termination to Customer if Customer is in material default of any of its

obligations under this Agreement and such default if not cured within 30 days after written notice of the default has been given to Customer by BC Hydro. The foregoing shall not affect any rights of suspension, interruption or disconnection that BC Hydro may have elsewhere under this Agreement, RS1289, or its Electric Tariff.

7.3 This Agreement will terminate automatically concurrent with termination of electric service to Customer under any of the Rate Schedules identified under the "Availability" section of RS 1289.

IN WITNESS WHEREOF the Parties have executed this Agreement.

[CUSTOMER NAME]

Signature: _____

Print Name: _____

Title: _____

Date: _____

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Signature: _____

Print Name: _____

Title: Manager, Distribution Generator Interconnections

Date: _____