

NET METERING INTERCONNECTION AGREEMENT

BETWEEN:

(hereinafter referred to as the "Customer")

AND:

NEWFOUNDLAND AND LABRADOR HYDRO, a
body corporate existing pursuant to the *Hydro*
Corporation Act being Chapter H-17 of the Statutes
of Newfoundland and Labrador, 2007

(hereinafter referred to as "Hydro")

WHEREAS:

- A. Net metering service is available to customers of Hydro with renewable generation having a capacity not exceeding 100 kW.
- B. The Customer has applied for net metering service pursuant to Hydro's Schedule of Rules, Rates and Regulations as approved by the Board of Commissioners of Public Utilities.
- C. The parties agree that the net metering service will provide such service on the terms and conditions contained herein.

NOW THEREFORE witnesseth that in consideration of the premises and mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Definitions

In this Agreement the following terms have the following meanings:

- 1.1. "Board" means the Board of Commissioners of Public Utilities.
- 1.2. "Distribution System" means Hydro's facilities that operate at a nominal voltage of 46,000 V or less, which are used to distribute electric power between terminal stations and customer loads.
- 1.3. "Generating Facility" means the Customer's plant and equipment, including but not limited to, the generator, inverter, storage devices, and Interconnection Equipment located on the Customer's side of the Point of Delivery.
- 1.4. "Interconnection" means the electrical connection of a generator in parallel with the Distribution System as defined herein.
- 1.5. "Interconnection Equipment" means all equipment and functions used to interconnect a generator to the Distribution System.
- 1.6. "Interconnection Requirements" means Hydro's interconnection requirements that are located on Hydro's website and may be revised from time to time. The Interconnection Requirements outline the technical requirements that are required to be met by the Customer to establish an Interconnection with the Distribution System.
- 1.7. "Net Metering Service Option" means the Net Metering Service Option available to the Customers of Hydro as provided for in the Rates and Regulations.
- 1.8. "Point of Delivery" means the point where the Distribution System is connected to the Generating Facility.
- 1.9. "Rates and Regulations" refers to Hydro's Schedule of Rates, Rules and Regulations as may be approved by the Board from time to time.
- 1.10. "Standard Protection Code" refers to Hydro's systematic and coordinated approach to work planning which is utilized to enhance personal safety and the protection of the Distribution System and ancillary equipment against damage.

2. Applicability

- 2.1. This Agreement is applicable only to customers who qualify for Net Metering Service under the Net Metering Service Option in the Rates and Regulations and whose

Generating Facility meets the eligibility requirements set forth in the Rates and Regulations.

3. Generating Facility Interconnection Requirements

- 3.1. Customer shall design, install, operate and maintain the Generating Facility, and all ancillary facilities on the Customer's side of the Point of Delivery in accordance with all governmental laws and regulations from time to time applicable, and Hydro's Interconnection Requirements. Customer shall obtain and maintain any required governmental authorizations and/or permits required for the installation and operation of the Generating Facility.
- 3.2. The Generating Facility shall meet all applicable safety and performance standards, including the codes and standards identified in the Interconnection Requirements. Hydro, acting reasonably, may from time to time prescribe additional requirements, which in its judgment are required for the safety of its system.
- 3.3. Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by Hydro. Written approval will normally be provided by Hydro following 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 Hydro will also be required before the Generating Facility will be accepted for parallel operation, Hydro's approval will normally be provided following the date of inspection and acceptance.
- 3.4. 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 the Interconnection Requirements.

4. Operating Requirements

- 4.1. 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 the Interconnection Requirements. Customer shall promptly notify Hydro of any malfunction or breakdown of the Generating Facility that could constitute a safety hazard or could reasonably be expected to cause disturbance or damage to Hydro's system.
- 4.2. 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 shall not add to or modify the Generating Facility without the prior written consent of Hydro.

5. Hydro's Obligations

- 5.1. 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.
- 5.2. Subject to the provisions of the Net Metering Service Option and any applicable Rate Schedule(s) under which Customer is from time to time receiving electric service from Hydro, the provisions of the Rates and Regulations, and the terms and conditions of this Agreement, Hydro will supply electricity to, and accept delivery of electricity from, Customer at the Point of Delivery.

6. Hydro's Rights

- 6.1. Hydro shall have the right to require Customer to interrupt (including, if so specified by Hydro, by means of physical disconnection or lock-out,) or reduce the output of its Generating Facility whenever:
 - a) Hydro deems such action necessary, in its sole judgment, to permit Hydro to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
 - b) 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.
- 6.2. Notwithstanding section 6.1 or any other provision of this Agreement, in any of the events or circumstances mentioned in section 6.1 Hydro shall have the right:
 - a) to require Customer to immediately disconnect the Generating Facility from Hydro's system; and
 - b) 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 Hydro.
- 6.3. Whenever feasible, Hydro will give Customer reasonable advance notice that interruption or reduction in deliveries may be required, or that disconnection of the Generating Facility from Hydro's system may be required, but the failure of Hydro to give such notice shall not invalidate any action taken by Hydro under sections 6.1 or 6.2.

- 6.4. If Hydro in its discretion deems it necessary to require the customer to interrupt or disconnect its Generating Facility from Hydro's system, or for Hydro to itself effect the interruption or disconnection of the Generating Facility from its system, as provided in sections 6.1 or 6.2, or such interruption occurs as a result of suspension or termination of service to the customer in accordance the provisions of the Net Metering Program, then except to the extent caused by the wilful misconduct or gross negligence of Hydro, its servants or agents, 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 Hydro.
- 6.5. 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 6.2. Nothing in this Agreement shall limit or otherwise affect any rights of entry to Customer's premises Hydro may have under its Rates and Regulations or any other agreement with Customer.
- 6.6. Hydro shall also have the right to install the equipment necessary to measure the amount of generation produced by the Generating Facility.

7. Metering, Billing and Tax Matters

- 7.1 Metering requirements and billing procedures shall be in accordance with the Net Metering Service Option, and the Rates and Regulations applicable to the Customer.
- 7.2 Customer shall be responsible for determining whether they are required to collect Harmonized Sales Tax (HST) on the energy they supply to Hydro under the Net Metering Service Option. If they are required to collect HST, Customer shall notify Hydro in writing of such requirement.

8. Term and Termination

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

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

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 is not cured within 30 days after written notice of the default has been given to Customer by Hydro. The foregoing shall not affect any

rights of suspension, interruption or disconnection that Hydro may otherwise have under the terms of this Agreement or the Rates and Regulations.

- 8.2 This Agreement will terminate automatically upon any termination of electric service to Customer in accordance with the Rates and Regulations.

9. Dispute Resolution

- 9.1 In the event of a dispute in connection with this Agreement, in the first instance Customer and a senior representative of Hydro shall promptly meet to attempt to resolve the dispute.

10. Notifications

- 10.1 All notices to be given to either party under this Agreement shall be written and addressed to Hydro and the Customer as follows:

Newfoundland and Labrador Hydro

Hydro Place
500 Columbus Drive, P.O. Box 12400
St. John's, Newfoundland and Labrador A1B 4K7

Attention: General Counsel and Corporate Secretary
Telephone: (709) 737-1400

Customer:

Attention:
Telephone number:
E-mail:

- 10.2 All notices may be sent by electronic mail (e-mail), a nationally recognized overnight courier service, first class mail or hand delivered. Notice shall be given when received by the addressee on a business day. In the absence of proof of the actual receipt date, the following presumptions will apply:
- a) Notices sent by e-mail shall be presumed to have been received upon the sending party's receipt of its e-mail confirmation of successful transmission. If the day on which such e-mail is received is not a business day or is after five p.m. (local time for the recipient) on a business day, then such e-mail shall be deemed to have been received on the next following business day;

- b) Notice by overnight courier shall be presumed to have been received on the next business day after it was sent; and
 - c) Notice by first class mail shall be presumed delivered five (5) business days after mailing.
- 10.3. Either party may modify its address for notices by advance written notice to the other party.

11. Miscellaneous

- 11.1. This Agreement does not supersede the requirements outlined in the Rates and Regulations as approved by the Board from time to time, or legislation, including but not limited to the *Electrical Power Control Act, 1994*, the *Public Utilities Act*, the Canadian Electrical Code, the *Occupational Health and Safety Act*, and any regulations enacted from time to time.
- 11.2. The insertion of headings in this Agreement is for convenience only and shall not be construed so as to affect the interpretation or construction of this Agreement.
- 11.3. The recitals and schedules are hereby incorporated into this Agreement.
- 11.4. This Agreement is to be read with all changes in gender and number as required by the context.
- 11.5. This Agreement shall be deemed to have been made in and shall be governed by, construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada, as applicable therein.
- 11.6. No consent or waiver, express or implied, by any party to this Agreement of any breach or default by any other party in the performance of its obligations under this Agreement or of any of the terms, covenants or conditions of this Agreement shall be deemed or construed to be a consent or waiver of any subsequent or continuing breach or default in such party's performance.

IN WITNESS WHEREOF the Parties have executed this Agreement.

[Customer Name]

By:
Name:
Title:
Date:

Newfoundland and Labrador Hydro

By:
Name:
Title:
Date: