

INTERCONNECTION AGREEMENT FOR NET METERING OF RENEWABLE ENERGY GENERATING FACILITIES

Date

Name

Address

City, State Zip

Phone Nos.:

E-mail:

Utility's Customer Acct. No.:

Premise No.:

Meter No.:

Insert Customer Name ("Customer-generator") and SIERRA PACIFIC POWER COMPANY, D/B/A NV ENERGY or NEVADA POWER COMPANY, D/B/A NV ENERGY ("Utility"), referred to collectively as the "Parties" and individually as a "Party," enter into this Interconnection Agreement for Net Metering of Renewable Energy Generating Facilities of not more than one thousand kilowatts (1,000 kW or 1 MW or less) ("Agreement"). This Agreement is consistent with the provisions of Nevada Revised Statutes, chapter 704 Net Metering Systems, sections 766 through 775, as amended (NRS 704.766 through .775, inclusive) and the Utility's Electric Rate Schedule for Net Metering Rider ("NMR"). This Agreement applies to the Customer-generator's renewable energy generating facility ("Facilities") identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

The Parties agree as follows:

1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS

The purpose of this Agreement is to allow the Facilities to be interconnected and operate in parallel with the Utility's distribution system. The Facilities are intended primarily to offset part or all of the Customer-generator's own electrical requirements.

2. DESCRIPTION OF CUSTOMER-GENERATOR'S RENEWABLE ENERGY GENERATING FACILITIES

The Facilities to be interconnected are generally described on the following page:

Type of Generator (Wind, Solar, or other)	Generator Output Rating (A/C Watts)	Inverter Manufacturer	Inverter Model Number	Inverter Rating (Watts)

Site Address: _____

Street _____ **Suite/Unit** _____

City, State _____

Facilities will be ready for operation on or about: _____ **(date)** _____

3. INTERCONNECTION

- 3.1 Customer-generator shall deliver the available energy to the Utility's meter.
- 3.2 The metering requirements are detailed in the Utility's Electric Rate Schedule No. NMR, Rule 15, and Rule 16.
- 3.3 Customer-generator shall not interconnect its Facilities with the Utility distribution system until the following conditions have been satisfied:
 - 3.3.1 Provide to the Utility a copy of the Customer-generator's final inspection clearance from the governmental authority having jurisdiction over the Facilities;
 - 3.3.2 If the Facilities have changed from the installation described in the Customer-generator's application or this Agreement, the Customer-Generator shall submit an "Application Change Form," which form is supplied by the Utility; and
 - 3.3.3 The Utility provides a fully executed copy of this Agreement to the Customer-generator.
- 3.4 For a Net Metering System greater than 100 kilowatts, Customer-generator agrees to notify the Utility five (5) working days prior to the initial testing. Utility shall have the right to have a representative present at the initial testing of Customer-generator's protective apparatus.

4. DESIGN REQUIREMENTS

As set out by subsection 1 of NRS 704.774,

A Net Metering System used by a Customer-generator must meet all applicable safety and power quality standards established by:

- (a) The National Electrical Code (NEC);
- (b) Underwriters Laboratories Inc. (UL); and
- (c) The Institute of Electrical and Electronic Engineers (IEEE).

5. MAINTENANCE AND PERMITS

Customer-generator shall:

- 5.1 Maintain the Facilities and interconnection facilities in a safe and prudent manner and in conformance with all applicable standards, laws and regulations including, but not limited to, Section 4; and
- 5.2 Obtain any governmental authorizations and permits required for the construction and operation of the Facilities and interconnection facilities. Customer-generator shall reimburse Utility for any and all claims, losses, and/or penalties it incurs as a result of Customer-generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facilities.

6. ACCESS TO PREMISES

The Utility may enter Customer-generator's premises:

- 6.1 To inspect, at reasonable hours, Customer-generator's protective apparatus and to read, maintain, or test meters; and
- 6.2 To disconnect the Facilities from the Utility's distribution system without notice, if, in the Utility's opinion, a hazardous condition exists with the Facilities or the interconnection facilities.

7. INTERRUPTION OR REDUCTION OF DELIVERIES

- 7.1 Utility may require Customer-generator to interrupt or reduce deliveries of, available energy:
 - 7.1.1 When necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of Utility's system; or
 - 7.1.2 If the Utility determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

- 7.2 Notwithstanding any other provision of this Agreement, if at any time the Utility determines that either (1) the Customer Generator's Facilities, or its operation, may endanger Utility personnel, or (2) the continued operation of the Customer-generator's Facilities may endanger the integrity of Utility's electric system, Utility shall have the right to disconnect the Customer-generator's Facilities from Utility's system. The Customer-generator's Facilities shall remain disconnected until such time as Utility is satisfied that the condition(s) referenced in this Section have been corrected and has provided the Customer-generator written authorization to reconnect the Customer-generator's Facilities.
- 7.3 The Utility shall make a reasonable attempt to provide notice to the Customer-generator prior to disconnection of Facilities. When it is not reasonable to provide notice prior to disconnection, the Utility shall provide notice to the Customer-generator within three business days of disconnecting Customer-generator's Facilities.

8. INDEMNITY AND LIABILITY

- 8.1 Each Party shall indemnify, defend and hold harmless the other Party against and from any and all claims, losses, liabilities, damages, costs, and/or penalties 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 the Facilities and any acts or failures to act by either Party.

Customer-generator shall be solely liable for any damages, including personal injury, loss of life or property damage proximately arising from the Facilities or any modification of the Facilities, including claims based on its design, construction, location, maintenance and operation. Customer-generator agrees that the Utility has no responsibility for the safety of the Facilities.

Utility assumes no liability hereunder for personal injury, bodily injury or property damage claimed by any person or party resulting from or arising out of i) the engineering, design, construction, maintenance, or operation of Customer-generator's Facilities or ii) the making of replacements, additions, or betterments to Customer-generator's Facilities.

- 8.2 Notwithstanding the indemnity of Section 8.1, and except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its facilities resulting from electrical disturbances or faults.
- 8.3 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.
- 8.4 Except as otherwise provided in Section 8.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

9. GOVERNING AUTHORITY

This Agreement shall be governed and construed under the laws of the State of Nevada as they may be amended or superseded from time to time. The Public Utilities Commission of Nevada (“Commission”) or the Utility may amend its tariffs upon Commission approval, which amendments are subject to public noticing requirements.

10. AMENDMENTS AND ASSIGNMENTS

- 10.1 Any amendments to this Agreement must be in writing and agreed to and signed by both Parties.
- 10.2 Customer-generator shall not voluntarily assign or delegate this Agreement or any of its rights or duties under this Agreement without the written consent of Utility, which consent shall not be unreasonably withheld. Any assignment or delegation made without such written consent shall be null and void. Utility may assign or delegate its rights or obligations hereunder in whole or in part without written consent if such assignment or delegation is made to an affiliate, subsidiary or successor that owns or operates all or any portion of the electric distribution system or if such assignment is required by applicable laws, rules or regulations.
- 10.3 Customer-generator shall notify the utility in writing within ten (10) calendar days if the Customer-generator sells or otherwise transfers ownership of the Customer-generator’s Facilities.

11. TERM OF AGREEMENT

- 11.1 This Agreement shall become effective as of the last date on which the Agreement is signed, and shall continue in full force and effect until terminated by either Party providing a 30-day prior written notice to the other Party. This Agreement supersedes all previous agreements written or oral.
- 11.2 Any payment(s) due and owing shall survive termination of the Agreement.

12. NOTICES FROM CUSTOMER-GENERATOR:

Notice from the Customer-generator to Utility must contain its Customer Account No. and Meter Numbers as applicable. All notices must be in writing and shall be directed to the appropriate Utility at the following address:

NV Energy
Attn: Net Metering Administrator
7155 Lindell Road, M/S B97MS
Las Vegas, NV 89118

13. EXHIBITS, ATTACHMENTS AND AGREEMENT TO TERMS

- 13.1 Attachment A, the Customer's Net Metering Application is incorporated into this agreement
- 13.2 Attachment B, Portfolio Energy Credit Assignment ☐ **is** ☐ **is not** incorporated into this Agreement as part hereof. If Attachment B is not incorporated, then there is no incentive associated with this Agreement.
- 13.3 Customer-generator acknowledges that he has reviewed and agrees to the terms and conditions set forth in this Agreement. Customer-generator declares that he has read, understands, and agrees that interconnection of the Facilities shall be established and maintained in accordance with the terms of this Agreement as well as the applicable Rate Schedules and Rules.

ACKNOWLEDGED AND AGREED TO
BY: **NV ENERGY**

ACKNOWLEDGED AND AGREED TO
BY: **CUSTOMER-GENERATOR**

Print Name

Print Name

Signature
As Its _____
Title

Signature

Date

Date

Attachment A

Customer's Net Metering Application

SAMPLE

Attachment B
PORTFOLIO ENERGY CREDIT ASSIGNMENT

I, _____, acknowledge that by participating in the
 SolarGenerations **WindGenerations** **HydroGenerations** (check one) program
and accepting the rebate, I am assigning all the portfolio energy credits (PCs) produced by my PV system to the
utility. If during construction I installed a system with a higher kW output than that specified on the original
application, any incremental increase in PCs will be assigned to the utility. My acceptance of the incentive will
assign all PCs generated by my renewable energy system described in this agreement to Nevada Power
Company/Sierra Pacific Power.

The estimated incentive computed below is based on the information provided in the initial Net Metering
application for this project. If during construction I installed a system with a higher kW output, the incentive
will be based on the amount stated on my original application. If during construction I install a system with a
lower kW output, the amount of the incentive will be based on this lower kW actually installed.

The estimated incentive is calculated as follows:

Incentive = AC wattage x \$X.XX per watt

Estimated Incentive = _____ X \$X.XX = \$_____.00.

Customer Initials _____