

Exhibit “A”

Net-Metering Agreement

between

(Member)

and

Clearwater Power Company

for

Interconnection of Member-Owned

Net-Metering Facilities

of

Fifty (50) Kilowatts Peak or Less Generating Capacity

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.	APPLICABILITY.....	1
2.	DESCRIPTION OF ELECTRIC GENERATING FACILITY	1
3.	INTERRUPTION OR REDUCTION OF DELIVERIES.....	1
4.	INTERCONNECTION.....	2
5.	DESIGN REQUIREMENTS	3
6.	MAINTENANCE AND PERMITS.....	3
7.	ACCESS TO PREMISES	3
8.	INDEMNITY AND LIABILITY	3
9.	GOVERNING LAW.....	4
10.	AMENDMENTS, MODIFICATIONS OR WAIVER	4
11.	NOTICES.....	4
12.	TERM OF AGREEMENT	5
13.	NULL AND VOID COVENANTS	5
14.	SIGNATURES.....	5

NET METERING AGREEMENT

This Interconnection Agreement for Net Energy Metering (“Agreement”) is entered into by and between _____ (“Member”), and Clearwater Power Company (“Cooperative”) sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.”

1. APPLICABILITY

This Agreement is applicable only to distribution Members of the Cooperative who are Members in good standing.

2. DESCRIPTION OF MEMBER’S GENERATING FACILITY (NET-METERING FACILITY)

2.1 Member has elected to interconnect and operate a net-metering facility, located on the member’s premises, parallel with the Cooperative’s electric distribution system.

2.2	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
	Other: _____	_____	KW

2.3 Member’s Net-Metering Facility Location:

(Street Address, City, State, Zip)

2.4 Member’s Electric Service Map Loc: _____ Account # _____

2.5 Cooperative’s Equipment Map Loc: _____

2.6 Net-metering 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 and may require Member 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 good utility practices.

3.2 Whenever possible, the Cooperative shall give the Member reasonable notice of the possibility that interruption or reduction of deliveries may be required.

3.3 Notwithstanding any other provision of this Agreement, if at any time the Cooperative determines that either (a) the Net-metering Facility, or its operation, may endanger the Cooperative's personnel, or (b) the continued operation of Net-metering Facility may endanger the integrity of the Cooperative's system, the Cooperative shall have the right to disconnect the Net-metering Facility from the Cooperative's system. The Net-metering Facility shall remain disconnected until such time as the Cooperative is satisfied that the condition(s) referenced in (a) or (b) of this Section 3.3 have been corrected.

4. INTERCONNECTION

4.1 Member shall deliver the available energy to the Cooperative at the meter located on the Member's premises.

4.2 Member shall not commence parallel operation of the Net-metering Facility until the Cooperative has provided written approval to the Member. The Cooperative shall provide such written approval and shall install the required metering within ten (10) working days from Cooperative's final inspection of the Net-metering Facility. Such approval shall not be unreasonably withheld.

4.3 Member shall bear all costs for an engineering review, inspection by the Cooperative, and any costs above standard residential metering. The Cooperative will provide the Member with an itemized statement of these charges. The Member will be required to pay these charges before the Cooperative will authorize commencement of the engineering review on the project.

4.4 Member will be invoiced for electrical service based upon the Cooperative's applicable standard rate schedule. Billing and payments for electrical or other service or fees will be governed by the Cooperative's applicable policies as approved by the Board of Directors.

4.5 If the energy supplied to the Cooperative in a given billing cycle is greater than the energy consumed from the Cooperative, the Member's account shall be credited with this amount of excess energy. At the end of each calendar year, all remaining unused credit will be relinquished to the Cooperative unless otherwise required by law.

5. DESIGN REQUIREMENTS

5.1 Member shall be responsible for the design, installation, operation, and maintenance of the Net-metering Facility and shall obtain and maintain any required governmental authorizations and/or permits.

5.2 Member shall comply with the requirements of the Cooperative's Net Metering Policy (Policy Bulletin 67B). A copy of such Policy will be provided to the Member upon request.

6. MAINTENANCE AND PERMITS

Member 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 5, and (b) obtain and provide copies to the Cooperative any governmental authorizations and permits required for the construction and operation of the generator and interconnection facilities, including, but not limited to, electrical inspections. Member shall reimburse the Cooperative for any and all losses, damages, claims, penalties, or liability it incurs as a result of Member's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Net-metering Facility.

7. ACCESS TO PREMISES

The Cooperative may enter the Member's premises (a) to inspect Member's protective devices and read or test meters, and (b) to disconnect, without notice, the Member's Net-Metering Facility if, in the Cooperative's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, the Cooperative's system, and/or property of others from damage or interference caused by Member's Net-metering Facility or lack of properly operating protective devices.

8. INDEMNITY AND LIABILITY

8.1 Member shall defend, hold harmless, and indemnify the Cooperative, and the directors, officers, employees, and agents of the Cooperative 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 the Cooperative, and damage to property, including property of the Cooperative, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Member's Net-metering Facility, or (b) the making of replacements, additions, improvements to, or reconstruction of the Member's Net-metering Facility.

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. 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.

10. 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.

11. 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 Member's Electric Account Number, as set forth in Section 2.5 of this Agreement. All written notices shall be directed as follows:

Cooperative: General Manager
Clearwater Power Company
P.O. Box 997
Lewiston, ID 83501

Member: _____

12. TERM OF AGREEMENT/TERMINATION

This Agreement shall become effective as of the last date set forth in Section 14 and shall continue in full force and effect until terminated by either Party by providing 30-days prior written notice to the other Party in accordance with Section 11. This Agreement may be terminated prior to 30 days by agreement of both Parties. The Cooperative may terminate this Agreement for non-payment according to its bylaws, policies, and procedures.

13. NULL AND VOID COVENANTS

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

14. 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.

Member

By: _____
Print Name: _____
Date: _____

Clearwater Power Company

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