

**Net Metering Agreement for Small Wind/Photovoltaic Systems
10 kW or Less**

This agreement is made this _____ day of _____, _____, by and between _____ (hereinafter called the "Customer"), located at _____ on the island of _____ and the Virgin Islands Water & Power Authority, a public utility authorized and existing under the laws of the Virgin Islands (hereinafter called the "VIWAPA"). The VIWAPA Customer Account for this address is _____. VIWAPA and the Customer shall hereinafter be referred to as "the Parties".

WITNESSETH

WHEREAS, the Customer has requested to interconnect its Small Photovoltaic System (SPS), Small Wind System (SWS), or other renewable energy system (RES) 10 kW or less, to the VIWAPA electrical service grid at presently metered location; and

WHEREAS, the Customer has requested from the VIWAPA, credit for any excess electrical energy produced by the Customer's SPS/SWS or other RES that is fed back to the VIWAPA electric service grid.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. The Customer agrees to allow inspection and certification of the SPS/SWS or other RES installation by the Department of Planning and Natural Resources and to secure all applicable permits. The certification shall ensure that the installation has met all electrical and mechanical qualifications.
2. The Customer agrees to provide VIWAPA with the equipment specifications identifying and certifying the SPS/SWS or other RES, inverters and associated equipment design, installation and operation adheres to current IEEE-929 Standards, IEEE-1547 Standards, UL-1741 Standards, the National Electric Code, and the Uniform Building Code.
 - a) The Authority endeavors to furnish regular and uninterrupted electrical service, but cannot guarantee either uninterrupted service or invariable service characteristics. The Authority therefore disclaims any liability to the customer for injuries, losses, or damages owing to an interruption of service or variation in service characteristics. The Customer is responsible for protecting its generating equipment, inverters, protection devices, and other system components from the normal and abnormal conditions and operations that occur on the VIWAPA electrical system in delivering and restoring system power.
 - b) The Customer shall allow VIWAPA to affix, to their electrical meter base, a standard warning and inspection sign to notify its personnel of the existence of the SPS/SWS or other RES.
3. The Customer shall indemnify, hold harmless and defend the VIWAPA from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, including the SPS/SWS or other RES System, in any

manner directly or indirectly connected with, or growing out of operation of the Customers SPS/SWS or other RES, except in those cases where loss occurs due to the negligent actions of the VIWAPA, and in accordance with VIWAPA's Rules and Regulations.

4. The Customer is responsible for ensuring the SPS/SWS or other RES equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure the SPS/SWS or other RES and associated equipment are operating correctly and safely.
5. The Customer agrees, at the Customer's expense, to install and maintain a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the SPS/SWS or other RES and any customer facilities connected to the VIWAPA electrical system. The manual disconnect switch shall be mounted separate from the meter socket and shall be readily accessible at all times to VIWAPA and shall be capable of being locked in the open position by VIWAPA. VIWAPA may open and lock the switch, isolating the SPS/SWS or other RES from the VIWAPA electrical service grid without prior notice to the customer. To the extent practical, VIWAPA will make an attempt to notify the Customer of its intent to disconnect the Customer's SPS/SWS or other RES from the VIWAPA electrical service grid, but shall have no liability for failure to do so.
6. VIWAPA will furnish, install, own, and maintain metering equipment to measure the kilowatt-hours delivered by VIWAPA to the Customer, and if applicable, the kilowatt demand. For this account, the Customer's service will be metered with a single meter with two registers or at VIWAPA's own discretion a standard bi-directional kilowatt-hour meter in lieu of the two-register meter. The two-register meter configuration will prevent reverse registration. This metering equipment will measure the energy delivered by VIWAPA to the Customer and also measure energy delivered by the Customer to VIWAPA. The bi-directional meter will register net KWH flow to or from the Customer.
7. If the electricity supplied by the Authority exceeds the electricity generated by the net metering Customer and fed back to the Authority during the billing period, the net metering Customer shall be billed for the net billable kWh's supplied by the Authority in accordance with the rates and charges under the Authority's standard rate schedule applicable to the Customer.

Where the electricity generated by the net metering Customer exceeds the electricity supplied by the Authority, the Customer shall be credited, during the next billing period, for the excess kWhs generation until the end of the calendar year.

At the end of each calendar year, or in the event of termination of service under this Rider, any excess kWh credits, if any, will be granted by the Customer to the Authority without compensation to the Customer.

8. VIWAPA may charge a reasonable (Public Service Commission approved) one time non-refundable Net Metering Agreement processing fee of \$25.00.

9. The VIWAPA has the right to disconnect the Customer's SPS/SWS or other RES at any time. This may result for the following reasons, which are by way of illustration not limitation:
 - a) VIWAPA system maintenance, operation and emergency operations.
 - b) Hazardous conditions existing on the VIWAPA's system due to the operation of the Customer's SPS/SWS or other RES generating or protective equipment as determined by VIWAPA.
 - c) Adverse electrical effects on the electrical equipment of other VIWAPA electric customers as determined by the VIWAPA.

10. On the termination of this agreement or disconnection of service for non-payment, the VIWAPA shall open and padlock the manual disconnect switch. At the Customer's expense, the Customer agrees to permanently isolate the Customer's SPS/SWS or other RES and associated equipment from the VIWAPA electric service grid. The Customer shall notify VIWAPA within 10 working days that the disconnect procedure has been completed.

11. This agreement supersedes all previous agreements or representations, either written or oral heretofore in effect between VIWAPA and the Customer, made in respect to matters herein contained, and when duly executed, this agreement constitutes the entire agreement between the parties hereto. This agreement will be interpreted in accordance with the laws of the U.S. Virgin Islands.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed in triplicate the day and year first above written.

Charges and Terms Accepted:

Customer: Print or Type Name or Organization

BY: _____
Signature: Authorized Representative

(Print or Type Name)

Title: _____

Account Number _____

VIWAPA:

BY: _____
Signature

(Print or Type Name)

Title: _____

Meter No. _____