

## NET-METERING INTERCONNECTION AGREEMENT

This Net-Metering Interconnection Agreement ("**Agreement**"), is effective this \_\_\_\_\_ day of \_\_\_\_\_ ("**Effective Date**"), and is entered into by and between the Columbia River People's Utility District ("**PUD**") and \_\_\_\_\_ ("**Customer**") in order to set forth the terms and conditions under which the PUD will purchase electrical energy from Customer's approved net metering generation facility. Customer and PUD may be referred to in this Agreement individually as "**Party**" and collectively the "**Parties**."

NOW, THEREFORE, the Parties agree as follows:

### 1. **Metered Facility:**

- a. Customer's net-metered facility ("**Facility**") shall mean the electrical generating facility described in Exhibit A, attached hereto titled Customer's Application for Net Metered Electrical Generation. Exhibit A is hereby incorporated and made part of this Agreement.
  - i. Facility shall consist of an integrated system of equipment comprising an electrical generation project having a maximum output capacity of \_\_\_\_\_ kilowatts.
  - ii. Facility shall include all equipment necessary to meet applicable safety, power quality, and Interconnection requirements established by the National Electrical Code (Articles 690 and 705), National Electrical Safety Code, the Institute of Electrical and Electronics Engineers (Sections 1547 and 929), Underwriters Laboratories Subject 1741, State and Local Building Codes, and the PUD's Net Metering Interconnection Standards.
  - iii. Facility shall be located on Customer's premises and shall be interconnected with and shall operate in parallel with PUD's electrical distribution system.
- b. Customer confirms that the primary purpose of the Facility is to offset Customer's own electrical power requirements.
- c. PUD will not provide transmission service for Customer.

2. **Term:** The term of this Agreement shall commence on the Effective Date set out above and shall remain in effect until terminated by either Party upon thirty (30) days prior written

notice, provided, however, that this Agreement shall terminate automatically upon any change in the ownership or location of the Facility made without the prior written consent of the PUD.

3. **Definition of Net Energy:** “Net Energy” means the difference between the metered electrical energy consumed by the Customer from PUD's electrical distribution system and the metered electrical energy generated by the Facility and delivered into PUD's electrical distribution system.

4. **Price and Payment for Energy:**

- a. Customer shall pay for electric energy consumed at Facility.
  - i. Customer shall be billed pursuant to the PUD's applicable Rate Schedule and policies.
  - ii. Customer shall pay any amount owing for electric service provided by PUD in accordance with applicable Rate Schedule and policies.
- b. PUD shall credit Customer's account for Net Energy delivered from the Facility to PUD's electrical distribution system during the calendar year in March of the following year.
  - i. Credit shall be applied to Customer's account at the PUD's avoided cost energy rate as established in the applicable Rate Schedule.

5. **Interconnection:**

- a. Customer shall be responsible for the electrical interconnection equipment on their side of the delivery point. Customer shall be solely responsible for the design, installation, inspections, operation and maintenance of the Facility in accordance with all applicable laws and regulations and equipment manufacturer recommendations.
- b. Customer shall comply with the PUD's Interconnection Standards. Customer shall be solely responsible for obtaining and maintaining all required permits and approvals associated with the Facility.
- c. Customer shall be responsible for the cost of all modifications to the PUD's electrical distribution system to accommodate interconnection in accordance with the PUD's General Terms, Rules and Conditions for Electric Service (“GTC”). After the full amount of the cost of interconnection is paid to PUD by Customer, the PUD shall make such modifications to PUD's electrical distribution system that it deems reasonably necessary to accommodate generation from the Facility in accordance with the GTC.

- d. Prior to interconnection with PUD, the Facility and associated interconnection equipment must be inspected and approved by every governmental authority having jurisdiction.
- e. Customer shall not commence parallel operation of the Facility until PUD has inspected the Facility, including all interconnection equipment, and the PUD has issued a written approval in the form of a Net Metering Interconnection Certificate of Completion. The Net Metering Certificate of Completion shall include a stipulated start time which allows operation in parallel with the PUD's electrical distribution system. After PUD issues a Net Metering Certificate of Completion, Customer shall not make any modification to the Facility without the prior written consent of PUD.

6. **Disconnection:**

- a. Customer shall furnish and install, on its side of the delivery point, a safety disconnect switch capable of fully disconnecting and isolating the Facility from PUD's electrical supply system.
  - i. The disconnect device shall be located within ten feet of the PUD's bi-directional meter (or other location approved by PUD) with provisions for a padlock.
  - ii. The disconnect switch shall be accessible to PUD's personnel at all times and shall be labeled according to the generation type e.g. "Solar Panel Disconnect".
  - iii. The label shall be 1.5 inches high red laminated plastic with one inch high white letters.
- b. PUD shall have the right to disconnect the Facility from PUD's electrical distribution system when necessary for safety or, if in PUD's sole judgment, the Facility at any time adversely affects the operation of PUD's electrical distribution system or the quality and reliability of PUD's service to its customers.
- c. PUD shall have the right to require that the Facility remain disconnected until such time as PUD determines, in its sole discretion, that the condition(s) requiring the disconnection have ended or been corrected.

7. **Operational Standards:**

- a. Customer shall furnish, install, operate, and maintain in good order and repair, without cost to PUD, all equipment required for the safe parallel operation of the Facility with PUD's electrical distribution system.
    - i. Such equipment shall include, but not be limited to, equipment necessary to establish and maintain automatic synchronous operation with PUD's electrical supply system; and automatically disconnect the Facility from PUD's electrical distribution system in the event of an overload or outage on PUD's electrical distribution system.
  - b. PUD shall provide and install a bi-directional meter to measure the flow of electrical energy in each direction at PUD's expense. The bi-directional meter shall be used to provide information necessary to accurately bill or credit Customer
  - c. Facility must be designed to operate within the operating standards allowable for the PUD's electrical distribution system.
  - d. Facility must not adversely affect the quality or reliability of service provided to PUD's customers.
8. **Inspections:** PUD shall have the right to require periodic inspection and testing of interconnection equipment.
9. **Installation and Maintenance:**
- a. Except for the bi-directional meter owned by PUD, all equipment on Customer's side of the delivery point, including the required disconnect device(s), shall be provided and maintained in satisfactory operating condition by Customer and shall remain the property and responsibility of the Customer.
  - b. PUD will bear no responsibility for the installation or maintenance of Customer's equipment or for any damage to property as a result of any failure or malfunction thereof.
  - c. PUD shall not be liable, directly or indirectly, for permitting or continuing to allow the interconnection of the Facility or for the acts or omissions of Customer or the failure of malfunction of any equipment of Customer that causes loss or injury, including death, to any person.

10. **Indemnity and Liability:**

- a. Customer shall defend, hold harmless, and indemnify PUD and its directors, officers, employees, and agents against 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 attorney's fees) for injury or death to persons, including employees of PUD and Customer, and damage to property, including property of PUD, Customer, or any other person arising out of or in connection with:
    - i. the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Facility; or
    - ii. any replacements, additions, betterment to, or reconstruction of the Facility.
  - b. Customer's duty to indemnify PUD hereunder shall not extend to any loss, liability, damage, claim, cost charge, demand, or expense resulting from interruptions in electrical service to PUD's customers.
  - c. Customer's obligation to indemnify PUD hereunder shall apply regardless of whether PUD is alleged or determined to have contributed to or been concurrently, jointly, or independently negligent.
11. **Access:** Customer agrees to allow PUD employees access to Customer's property at any time for the purposes of inspecting, maintaining and/or operating the disconnect device and meters and making additional tests concerning the operation and accuracy of PUD's meters.
12. **PUD Policies and Procedures:** Nothing in this Agreement shall limit PUD's rights under applicable Rate Schedules or the PUD's GTC.
13. **Notice:** All notices/correspondence shall be in writing, reference this Agreement, and be addressed as follows:
- Customer:** To the name(s) and location as set forth in Exhibit A.
- PUD:** Columbia River PUD, Attn: John Nguyen, Interim General Manager; PO Box 1193; St. Helens, OR 97051.
14. **Entire Agreement:** This Agreement contains the entire agreement between PUD and Customer on the subject matter hereof and may not be modified except in writing signed by both Parties.
15. **Assignment:** This Agreement may not be assigned by Customer in whole or in part without the prior written consent of PUD, which consent shall be at PUD's sole and absolute discretion.

16. **Relationship of the Parties:** Nothing in the Agreement shall be construed to be either an express or implied joint venture or partnership between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives.

**CUSTOMER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COLUMBIA RIVER PEOPLE’S UTILITY DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_