

**41. NET METERING:** District will enter into an agreement with customer-generators that own a net metering facility. A net metering facility is an electric generation facility that uses solar, wind, fuel cell, or hydroelectric power to generate the electric power. The rated generating capacity of any one customer-generator's facility may not exceed 25 kilowatts. The net metering facility must be located on property owned by the customer-generator and must operate in parallel with the District's existing transmission and distribution facilities. The primary intent of the net metering facility must be to offset all or part of the customer-generator's own electric power requirements. The customer-generator must sign and abide by a District Net Metering and Interconnection Agreement.

The customer-generator shall build, operate and maintain the net metering facility so that it meets or exceeds all applicable safety and performance standards established by the Oregon State Building Codes, the Oregon Public Utility Commission, the National Electric Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories. The customer-generator shall provide a safety disconnect device located adjacent to the District's metering equipment and shall be accessible to District personnel at all times. The disconnect switch must be lockable by means of a padlock in either the open or closed position. The District shall have the option of requiring ongoing testing of the disconnect equipment. The District may disconnect the customer-generator's net metering facility from the power system any time it deems that the safety and stability of the District's system may be compromised. The District may limit the cumulative generating capacity of all net metering systems to one-half of one percent of its historic single-hour peak load.

The District will install bi-directional metering equipment that is capable of registering the flow of electricity in each direction at the sole expense of the District.

During a billing period, if the customer-generator uses more electricity than it feeds back onto the District's system, the customer-generator will be billed based on the rate applicable to the customer-generator's class of service. If during a billing period, the customer-generator feeds back on to the District's system more electricity than supplied by the District, the customer-generator will be billed the facilities charge applicable to the customer-generator's class of service and be credited for the excess electricity generated and fed on to the District system. For the billing period ending in March of each year, if any unused credits have accumulated during the previous twelve months, the District will credit the customer-generator's account an amount equal to the unused credited kilowatt hours times the average of the wholesale cost of PF power from the Bonneville Power Administration excluding transmission costs for the previous 12-month period or at the option of the customer-generator apply the credits to the PUD's low-income assistance program.

The District shall not be liable, directly or indirectly, for permitting or continuing to allow the attachment of a net metering facility, or for the acts or omissions of the customer-generator that cause property damage, or loss, or injury, including death, to any third party.

NET-METERING  
AND  
INTERCONNECTION AGREEMENT

This Net-Metering and Interconnection Agreement ("Agreement"), dated and effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is entered into by and between Northern Wasco Co PUD ("**District**") and \_\_\_\_\_ ("**Customer**").

Whereas Customer wishes to sell and District wishes to purchase energy produced by the approved generating facility.

NOW, THEREFORE, the parties agree:

1. **Net Metering Facility**: Customer's net-metering facility (the "**Facility**") shall mean the generating facility described in **Exhibit A** attached hereto. The Facility shall consist of a solar, wind, fuel cell, or hydroelectric power generating facility with a maximum output capacity of twenty five (25) kilowatts that is located on Customer's premises, that is interconnected with and operates in parallel with District's transmission and distribution facilities, and is intended primarily to offset part or all of Customer's own electrical requirements. Customer shall be responsible for the design, installation and operation of the Facility and for obtaining and maintaining all required permits and approvals related thereto. This Agreement is applicable only to the net-metering facility described in Exhibit A and Customer shall not make any modification to the Facility without the prior written consent of District.
2. **Term**: This Agreement shall commence on the date established above and shall remain in effect until terminated by either party upon thirty (30) days prior written notice, provided, however, that this Agreement will terminate automatically upon:
  - (1) any change of ownership of Customer (if Customer is not an individual or family),
  - (2) any change in ownership of the Facility or the premises upon which the Facility is located, or
  - (3) any change in the location of the Facility.
3. **Definition of Net Energy**: Net energy is the difference between electrical energy consumed by the Customer from District's electrical supply system and the electrical energy generated by the Customer and fed back into District's electrical supply system.
4. **Measurement of Net Energy**: Bi-directional metering equipment shall be installed to measure the flow of electrical energy in each direction. The bi-directional metering equipment shall be installed at District's expense. The bi-directional metering equipment shall be used to provide information necessary to accurately bill or credit Customer and to collect electrical generating system performance information for research purposes.

5. **Price and Payment Methodology:** All service shall be billed pursuant to District's appropriate Rate Schedule. Credits for net energy flow into District's electrical supply system shall be apportioned according to District's Customer Service Policy on Net Metering.
6. **Interconnection:** Customer shall provide the electrical interconnection on its side of the bi-directional metering equipment. District will make such modifications to District's system as are reasonably necessary to accommodate the Facility in accordance with the line extension section of the Customer Service Policy. The cost for such modifications is \$\_\_\_\_\_, due in advance of construction. Customer shall ensure, at its own expense, that the Facility includes all equipment necessary to meet applicable safety, power quality, and interconnection requirements established from time to time by District's policies, the National Electric Code, National Electric Safety Code, the Institute of Electrical and Electronic Engineers, the Oregon State Building Codes Division, and Underwriters Laboratories. Customer shall not commence parallel operation of the Facility until District has inspected the Facility, including all interconnection equipment, and issued a written approval which includes a stipulated start time following which operations in parallel are permitted.
7. **Disconnection:** Customer shall furnish and install, on its side of the bi-directional metering equipment, a safety disconnect device capable of fully disconnecting and isolating the Facility from District's electric supply system. The disconnect device shall be located adjacent to District's bi-directional metering equipment or other location approved by District and shall be of the visible break type in a metal enclosure that can be secured by a padlock. The disconnect device shall be accessible to District's personnel at all times and shall conform to National Electric Code standards. District shall have the right to disconnect the Facility from District's electric supply system when necessary to maintain safe and reliable electrical operating conditions or, if in District's sole judgment, the Facility at any time adversely affects the operation of District's electrical system or the quality and reliability of District's service to other customers. District shall have the right to require that the Facility remain disconnected until such time as District determines, in its sole discretion, that the condition(s) requiring the disconnection have ended or been corrected. District shall have the option of requiring ongoing testing of disconnection equipment.
8. **Operational Standards:** Customer shall furnish, install, operate and maintain in good order and repair, all without cost to District, all equipment required for the safe operation of the Facility in parallel with District's electrical supply system including, but not be limited to, equipment necessary to (1) establish and maintain automatic synchronism with District's electric supply system and (2) automatically disconnect the Facility from District's electrical supply system in the event of overload or outage of District's electrical supply system. The Facility must be designed to operate within allowable operating standards for District's electrical supply system. The Facility must not adversely affect the quality or reliability of service provided to District's other customers. District shall have the right to periodically inspect the Facility.

9. **Installation and Maintenance:** Except for the bi-directional metering equipment owned by District, all equipment on Customer's side of the delivery point, including the required disconnect device, shall be provided and maintained in satisfactory operating condition by Customer and shall remain the property and responsibility of the Customer. District 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. District 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 party.
10. **Indemnity and Liability:** Customer shall defend, hold harmless, and indemnify District 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 District and Customer, and damage to property, including property of District and Customer, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Facility, or (b) the making of replacements, additions, betterment to, or reconstruction of the Facility, provided, however, Customer's duty to indemnify District hereunder shall not extend to loss, liability, damage, claim, cost charge, demand, or expense resulting from interruptions in electrical service to District's customers other than Customer. Customer's obligation to indemnify District hereunder shall apply regardless of whether District is alleged or determined to have been contributorially, concurrently, jointly, or independently negligent.
11. **Pre-Operation Inspection:** Prior to interconnection, the Facility and associated interconnection equipment must be inspected and approved by the state electrical inspector and by any other governmental authority having jurisdiction.
12. **Access:** Authorized District employees shall have the right to enter upon Customer's property at any time for the purposes of inspection and/or operating the disconnect device and meters and making additional tests concerning the operation and accuracy of District's meters.
13. **Merger:** This Agreement contains the entire agreement between District and Customer and may not be modified except in writing signed by both parties.
14. **Assignment:** This Agreement may not be assigned by Customer in whole or in part without the prior written consent of District, which consent may be granted or withheld at District's sole and absolute discretion.
15. **Relationship of the Parties:** Nothing in the Agreement shall be construed to imply a 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**

**Northern Wasco Co PUD**

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

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

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

**"EXHIBIT A"**

*NET METERING AND INTERCONNECTION AGREEMENT*

**Section 1. Customer Information**

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Street Address \_\_\_\_\_  
(If different than above) \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

Utility Customer Account Number (from utility bill): \_\_\_\_\_

**Section 2. Net-metering Facility Information**

System Type (Check Box):  Solar  Wind  Fuel Cell  Hydroelectric

Generator Size (kW AC) \_\_\_\_\_

Inverter Manufacturer \_\_\_\_\_ Inverter Model \_\_\_\_\_

Inverter Serial Number \_\_\_\_\_ Inverter Power Rating \_\_\_\_\_

Inverter Location \_\_\_\_\_

**Section 3. Installation Information**

Licensed Electrician \_\_\_\_\_ OR Contractor # \_\_\_\_\_

Mailing Address \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Installation Date \_\_\_\_\_

**Section 4. Certification(s)**

1. (If an inverter is used) The net metering facility's inverter meets the requirements of IEEE 929-2000, "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems" and Underwriters Laboratories (UL) Subject 1741, "Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems"; and the National Electric Code (NEC), Article 705.

Signed (Equipment Vendor) \_\_\_\_\_ Date \_\_\_\_\_

Name (Printed) \_\_\_\_\_ Company \_\_\_\_\_

2. The System has been installed to my satisfaction and I have been given system warranty information and an operations manual. I have been instructed regarding the proper operation of the net metering facility and associated equipment. Also, the installation has received approval and certification from the Oregon Building Codes Division.

Signed (Owner) \_\_\_\_\_ Date \_\_\_\_\_

Stipulated Start-up Date: \_\_\_\_\_

Northern Wasco Co PUD

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