

# NET-METERING AND INTERCONNECTION AGREEMENT

This Net-Metering and Interconnection Agreement (“Agreement”), dated and effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is entered into by and between Consumers Power, Inc. (“CPI”) and \_\_\_\_\_ (“Customer”).

Whereas Customer wishes to sell and CPI 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 CPI’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 CPI.
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 in ownership of the Facility or the premises upon which the Facility is located, or (2) 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 CPI’s electrical supply system and the electrical energy generated by the Customer and fed back into CPI’s electrical supply system. Excess energy is net energy where the energy generated by the customer exceeds the energy consumed by the customer. CPI acquires ownership of the excess energy and all renewable attributes associated with it, including Renewable Energy Credits or RECs.
4. **Measurement of Net Energy:** Bi-directional metering shall be installed to measure the flow of electrical energy in each direction. The bi-directional metering shall be installed at CPI’s expense and shall be used to provide information necessary to accurately bill or credit Customer. The bi-directional metering may require more than one meter.
5. **Price and Payment Methodology:** All service shall be billed pursuant to CPI’s appropriate Rate Schedule. Credits for net energy flow into CPI’s electrical supply system shall be apportioned according to the Net Metering rate schedule.

6. **Interconnection:** Customer shall provide the electrical interconnection equipment on its side of the bi-directional metering. At Customer's expense, CPI will make such modifications to CPI's system as are reasonably necessary to accommodate the Facility. The cost for such modifications is due in advance of construction. All expenses related to the net metering facility, other than meters, shall be paid by the customer. Customer shall ensure, at its own expense, that the Facility includes all equipment necessary for CPI's metering and to meet applicable safety, power quality, and interconnection requirements established from time to time by CPI'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. Refer to section 11 for pre-operation requirements.
7. **Disconnection:** Customer shall furnish and install, on its side of the bi-directional metering, a safety disconnect device capable of fully disconnecting and isolating the Facility from CPI's electric supply system. (See the attached net-metering diagram.) A system using a certified inverter-base, such as a solar electric system, with up to 30 amps of connected generation behind the inverter, need not install a manual, lockable disconnect switch. The disconnect device shall be located adjacent to CPI's bi-directional metering 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 CPI's personnel at all times and shall conform to National Electric Code standards. CPI shall have the right to disconnect the Facility from CPI's electric supply system, at customer's expense, when necessary to maintain safe and reliable electrical operating conditions or, if in CPI's sole judgment, the Facility at any time adversely affects the operation of CPI's electrical system or the quality and reliability of CPI's service to other customers. CPI shall have the right to require that the Facility remain disconnected until such time as CPI determines, in its sole discretion, that the condition(s) requiring the disconnection have ended or been corrected. Once operational, CPI's and Oregon OSHA's Lockout and Tag-out procedures must be followed.
8. **Operational Standards:** Customer shall furnish, install, operate and maintain in good order and repair, all without cost to CPI, all equipment required for the safe operation of the Facility in parallel with CPI's electrical supply system including, but not be limited to, equipment necessary to (1) establish and maintain automatic synchronism with CPI's electric supply system and (2) automatically disconnect the Facility from CPI's electrical supply system in the event of overload or outage of CPI's electrical supply system. The Facility must be designed to operate within allowable operating standards for CPI's supply system. The Facility must not adversely affect the quality or reliability of service provided to CPI's other customers.
9. **Installation and Maintenance:** Except for the bi-directional metering owned by CPI, all equipment on Customer's side of the delivery point, including any required disconnect device, shall be provided and maintained in satisfactory operating condition by Customer and shall remain the property and responsibility of the Customer. CPI 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. CPI 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 or 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 CPI 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 CPI and Customer, and damage to property, including property of CPI 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 CPI hereunder shall not extend to loss, liability, damage, claim, cost charge, demand, or expense resulting from interruptions in electrical service to CPI’s customers other than Customer.

**Pre-Operation Inspection:** Prior to interconnection, the Facility and associated interconnection equipment must be inspected and approved by the county inspector or any other governmental authority having jurisdiction. Customer shall not commence parallel operation of the Facility until CPI has inspected the Facility, including all interconnection equipment.

**Access:** Authorized CPI 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 CPI’s meters.

**Merger:** This Agreement contains the entire agreement between CPI and Customer and may not be modified except in writing signed by both parties.

**Assignment:** This Agreement may not be assigned by Customer in whole or in part without the prior written consent of CPI, which consent may be granted or withheld at CPI’s sole and absolute discretion.

**Relationship of the Parties:** Nothing in this 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**

**CONSUMERS POWER, INC.**

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

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

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

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

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 \_\_\_\_\_

**Attach copy of county final inspection per section 11 (Pre-Operation Inspection).**

**Exhibit A is to be completed prior to CPI’s inspection.**

**Section 4. Certification(s)**

**Customer**

The system has been installed in accordance with the Net Metering and Interconnection Agreement.

Signed (Customer) \_\_\_\_\_ Date \_\_\_\_\_

**2. Consumers Power, Inc.**

I have inspected the facility and the interconnection equipment is working properly at this time.

Signed (Consumers Power, Inc.) \_\_\_\_\_ Date \_\_\_\_\_