

# Central Lincoln People's Utility District

## Net Metering Agreement

This Agreement dated and effective this day of \_\_\_\_\_, \_\_\_\_\_, by and between Central Lincoln People's Utility District (CLPUD) and \_\_\_\_\_ (Customer-generator).

Whereas the CLPUD is required by law to provide net metering services to Customer-generator;

Whereas Customer-generator wishes to sell and the CLPUD agrees to purchase energy produced by the approved net metering facility on the following terms and conditions:

Now, Therefore, the parties agree:

- 1) **Net Metering Facility:** Customer-generators net metering facility shall mean the generating facility described in Exhibit A. This facility shall employ solar, wind, fuel cell or hydroelectric power generation with a maximum output capacity of two hundred (200) kilowatts. This facility shall be located on the Customer-generator's premises and will interconnect and operate in parallel with CLPUD's electric power supply system. The operation of the net metering facility is intended primarily to offset part or all of Customer-generator's own electrical requirements presently supplied by CLPUD. Customer-generator shall be responsible for the design, installation and operation of the net metering facility and shall obtain and maintain all required permits and approvals. This agreement is applicable only to the net metering facility described in Exhibit A. Any modifications to the net metering facility including installation of replacement facility or parts can only be made following the written approval of the CLPUD.
- 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 "Net Metering Facility" or the premises upon which the "Net Metering Facility" is located;
  - (3) Any change in the location of the "Net Metering Facility".
- 3) **Net Energy:** Net energy is the difference between electrical energy consumed by the Customer-generator from the CLPUD's electrical supply system and the electrical energy generated by the Customer-generator and fed back into the CLPUD's electrical supply system.
- 4) **Measurement of Net Energy:** Bi-directional metering equipment may be installed by the CLPUD at its expense to measure the flow of electrical energy in each direction. This equipment shall be used only to provide information for research purposes.
- 5) **Price and Payment Methodology:** All electric service provided to the customer-generator by the CLPUD shall be billed pursuant to the CLPUD's Rate Schedule NM1.
- 6) **Interconnection:** Customer-generator shall provide the electrical interconnection on its side of the meter between its facility and the CLPUD's system. At Customer-generator's expense, the CLPUD shall make reasonable modifications to the CLPUD's system necessary to accommodate the net metering facility. The cost for such modifications shall be the CLPUD's actual cost, due and payable in advance of installation. The net metering facility shall include, at Customer-generator's expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the CLPUD's Net Metering Policy, Line Extension Policy, National Electrical Code, National Electrical Safety Code, the Institute of Electrical and Electronic Engineers (IEEE) Recommended Practice for Utility Interface of Photovoltaic (PV) Systems, the Oregon State Building Code and Underwriters Laboratories (UL). Customer-generator shall not commence parallel operation

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of the net metering facility until the CLPUD has inspected the facility, including all interconnection equipment, and issued written approval for its operation.

- 7) **Operational Standards:** Customer-generator shall furnish, install, operate and maintain in good order and repair, all without cost to the CLPUD, all equipment required for the safe operation of the net metering facility operating in parallel with the CLPUD's electrical supply system. This shall include, but not be limited to, equipment necessary to (1) establish and maintain automatic synchronism with the CLPUD's electric supply system and (2) automatically disconnect the net metering facility from the CLPUD's electrical supply system in the event of overload or outage on the CLPUD's electrical supply system. The net metering facility shall be designed to operate within allowable operating standards for the CLPUD's electrical supply system. The net metering facility shall not cause any adverse effects upon the quality or reliability of service provided to the CLPUD's other customers. The customer-generator shall operate its net metering facility in accordance with OR-OSHA rules and regulations.
- 8) **Disconnection:** Customer-generator shall furnish and install, on its side of the meter, a disconnecting device capable of fully disconnecting and isolating the net metering facility from the CLPUD's electric supply system. The disconnecting device shall be located adjacent to the CLPUD's bi-directional metering equipment and shall be of the visible break type in a metal enclosure that can be secured by a CLPUD owned padlock. Commercial "anti-islanding" automated power inverting or switching equipment may be substituted for the disconnect device with approval of CLPUD. The disconnecting device shall be accessible to the CLPUD's personnel at all times and shall conform to National Electric Code standards. The CLPUD shall have the right to disconnect, with or without notice, the net metering facility from the CLPUD's electric supply system when necessary, in the CLPUD's sole judgment, in order to maintain safe and reliable electrical operating conditions. Also, the CLPUD shall have the right to disconnect, with or without notice, the net metering facility if, in CLPUD sole judgment, the operation of the net metering facility at any time adversely affects the operation of the CLPUD's electrical system or the quality and reliability of the CLPUD's electrical service to other customers. The net metering facility shall remain disconnected until such time as CLPUD is satisfied, in its sole judgment that condition(s) justifying the disconnection have ended or have been corrected.
- 9) **Installation and Maintenance:** All equipment on Customer-generator's side of the delivery point, including the required disconnecting switch, shall be provided and maintained in satisfactory operating condition by Customer-generator, and shall remain the property and responsibility of the Customer-generator. The CLPUD shall bear no liability for Customer-generator's equipment or for the consequences of its operation.
- 10) **Indemnity and Liability:** Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party 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 attorney's fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, improvements or reconstruction of the indemnitor's facilities, provided, however, Customer-generator's duty to indemnify the CLPUD hereunder shall not extend to loss, liability, damage, claim, cost charge, demand, or expense resulting from interruptions in electrical service to the CLPUD's customers other than Customer-generator. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

CLPUD's indemnification obligation under the immediately preceding paragraph with respect to any liability or expense of whatsoever kind or nature, arising out of or in connection with the performance

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or non-performance of either party's respective obligations under this agreement, shall be no greater than that prescribed by the provisions of ORS 30.260 to 30.302. This limitation on CLPUD's indemnification obligation shall be the same whether the actions or damages being indemnified are characterized as tortious or contractual or somewhat both in nature. The Parties agree that they have mutually negotiated this limit of CLPUD's indemnification obligation.

- 11) **Pre-Operation Inspection:** Prior to interconnection and operation, Customer-generator shall cause the net metering facility and associated interconnection and disconnection equipment to be inspected and approved by the state electrical inspector and by any other governmental authority having jurisdiction, and proof of such inspection and approval shall be furnished to the CLPUD.
- 12) **Access:** Authorized CLPUD employees shall have the right to enter the Customer-generator's property at any time, with or without notice, for the purpose of inspecting and/or testing the interconnection, disconnecting device and bi-directional metering equipment in order to insure proper operations and compliance with applicable regulations.
- 13) **Attorney Fees/Litigation Expense:** In the event of commencement of any suit, action or other proceeding to enforce performance of this agreement, or to enforce the CLPUD's rights relating to any issue peculiar to federal bankruptcy law, Customer-generator agrees to pay to CLPUD, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may judge reasonable as an award of attorney fees in such suit, action or other proceeding, or in any appeal there from. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred by the CLPUD in collecting any monetary judgment or award or otherwise enforcing such award, order, judgment or decree entered in such suit, action or other proceeding. In the event the CLPUD hires an attorney to enforce this agreement, Customer-generator agrees to pay all reasonable attorney fees and costs incurred in any such collection efforts, including any efforts related to issues peculiar to federal bankruptcy law, whether or not suit or action is commenced.

In witness whereof, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

### Customer-Generator

By:

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

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

Date: \_\_\_\_\_

### Central Lincoln People's Utility District

By:

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

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

Date: \_\_\_\_\_