

**NET-METERING
AND
INTERCONNECTION AGREEMENT**

This Net-Metering and Interconnection Agreement (“Agreement”), dated and effective this _____ day of _____, _____, is entered into by and between Wasco Electric Cooperative (“Co-op”) and _____ (“Customer”).

Whereas Customer wishes to sell and Co-op wishes to purchase excess energy produced by the approved generating facility on a net-metered basis..

NOW, THEREFORE, the parties agree:

1. **Net Metering Facility:** Customer’s net-metering facility (the “**Facility**”) shall mean the generating facility described in **the Application** attached and made a part hereof. 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 for residential and one-hundred (100) kilowatts for commercial. The facility that is located on Customer’s premises, that is interconnected with and operates in parallel with Co-op’s 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 the Application** and Customer shall not make any modification to the Facility without the prior written consent of Co-op.
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 Co-op’s electrical supply system and the electrical energy generated by the Customer and fed back into Co-op’s electrical supply system.
4. **Measurement of Net Energy:** A bi-directional meter shall be in installed to measure the flow of electrical energy in each direction. The bi-directional meter shall be installed at Co-op’s expense. The bi-directional meter 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 Co-op's appropriate Rate Schedule. Credits for net energy flow into Co-op's electrical supply system shall be apportioned according to the Cooperative's Net Metering policy #E-5.
6. **Interconnection:** Customer shall provide the electrical interconnection on its side of the bi-directional meter. At Customer's expense, Co-op will make such modifications to Co-op's system as are reasonably necessary to accommodate the Facility. The cost for such modifications is estimated to be \$_____, due in advance of construction. The customer will be returned funds that are in excess of actual final costs and shall be billed final cost in excess of estimate paid. 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 Co-op'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 Co-op has inspected the Facility, including all interconnection equipment, and issued a written approval for its operation.**
7. **Continuing Service:** This agreement is based on continuing service at each location. Disconnect and reconnect transactions shall not operate to relieve a customer from monthly charges.
8. **Disconnection:** Customer shall furnish and install, on its side of the bi-directional meter, a safety disconnect device capable of fully disconnecting and isolating the Facility from Co-op's electric supply system. The disconnect device shall be located adjacent to Co-op's bi-directional meter 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 Co-op's personnel at all times and shall conform to National Electric Code standards. Co-op shall have the right to disconnect the Facility from Co-op's electric supply system when necessary to maintain safe and reliable electrical operating conditions or, if in Co-op's sole judgment, the Facility at any time adversely affects the operation of Co-op's electrical system or the quality and reliability of Co-op's service to other customers. Co-op shall have the right to require that the Facility remain disconnected until such time as Co-op determines, in its sole discretion, that the condition(s) requiring the disconnection have ended or been corrected. The requirement of a switch will be waived for those systems that are inverter-based and meet the requirements of OAR 860-039-0015 (2)(a).
9. **Operational Standards:** Customer shall furnish, install, operate and maintain in good order and repair, all without cost to Co-op, all equipment required for the

safe operation of the Facility in parallel with Co-op's electrical supply system including, but not be limited to, equipment necessary to (1) establish and maintain automatic synchronism with Co-op's electric supply system and (2) automatically disconnect the Facility from Co-op's electrical supply system in the event of overload or outage of Co-op's electrical supply system. The Facility must be designed to operate within allowable operating standards for Co-op's supply system. The Facility must not adversely affect the quality or reliability of service provided to Co-op's other customers.

10. Installation and Maintenance: Except for the bi-directional metering equipment owned by Co-op, 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. Co-op 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. Co-op 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.

11. Indemnity and Liability: Customer shall defend, hold harmless, and indemnify Co-op 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 Co-op and Customer, and damage to property, including property of Co-op 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 Co-op hereunder shall not extend to loss, liability, damage, claim, cost charge, demand, or expense resulting from interruptions in electrical service to Co-op's customers other than Customer. Customer's obligation to indemnify Co-op hereunder shall apply regardless of whether Co-op is alleged or determined to have been contributorially, concurrently, jointly, or independently negligent.

12. Fees: Customer shall pay a monthly Basic Charge to cover the administrative cost of the overall net-metering program. The Cooperative shall have the right to inspect the net-metering facility annually and may charge an inspection fee.

13. Pre-Operational 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.

- 14. Access:** Authorized Co-op 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 Co-op's meters.
- 15. Litigation Expense:** In the event of commencement of any suit, action or other proceeding to enforce performance of this agreement, or to enforce the Cooperative's rights relating to any issue peculiar to federal bankruptcy law, Customer agrees to pay to Cooperative, whether or not the matter proceeds to final judgment or decree, in addition to cost 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 therefrom. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred by the Cooperative in collecting and 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 Cooperative hires an attorney to enforce this agreement, Customer agrees to pay all reasonable attorney fees and costs incurred in any such collection efforts, including any efforts peculiar to federal bankruptcy law, whether or not suit or action is commenced.
- 16. Merger:** This Agreement contains the entire agreement between the Cooperative and Customer and may not be modified except in writing signed by both parties.
- 17. Assignment:** This Agreement may not be assigned by Customer in whole or in part without the prior written consent of Co-op, which consent may be granted or withheld at Co-op's sole and absolute discretion.
- 18. 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

WASCO ELECTRIC COOPERATIVE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____