

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

Midstate Account:# \_\_\_\_\_

Service Location: \_\_\_\_\_

## MIDSTATE ELECTRIC COOPERATIVE, INC. NET METERING AGREEMENT

[This Agreement is to be used only for Net Metering of 25kilowatts or less.]

This agreement is dated and effective this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Midstate Electric Cooperative, Inc. (Cooperative) and \_\_\_\_\_ (Member-Generator).

Whereas, Member-Generator wishes to sell and Cooperative is willing to purchase energy produced by Member-Generator's net metering facility as authorized by Oregon Revised Statute 757.300, as amended.

Whereas, net metering service to be provided pursuant to this agreement is subject to the rules and policies of Midstate Electric Cooperative, Inc.

Whereas, Member-Generator is required to execute this Net Metering Agreement before receiving net metering service.

Now, therefore, the parties agree:

**1. Definition:** Net metering means measuring the difference between electricity supplied by the Cooperative and the electricity generated by an eligible Member-Generator and fed back into the Cooperatives' electrical supply system during the applicable billing period.

**2. Net Metering Facility / Availability:** This agreement is applicable to and means the Member-Generator's net metering facility described in Section 12 of this agreement. The Cooperative will, on a first come-first serve basis, allow a Member-Generator that owns and operates a solar, wind, fuel cell or hydroelectric power generation facility with a maximum output capacity of no more than twenty-five (25) kilowatts, which is located on Member-Generator's premises, to interconnect and operate with the Cooperative's existing distribution system, as qualified pursuant to this agreement.

The governing body of the Cooperative may limit the cumulative generating capacity of solar, wind, fuel cell and micro-hydroelectric net metering systems to no more than one-half of one percent of the Cooperative's historic single-hour peak load. After a cumulative limit of one-half of one percent has been reached, the obligation of the Cooperative to offer net

metering to additional Member-Generator's may be limited or refused by the governing body in order to balance the interests of retail member users of the Cooperative.

**3. Term:** This agreement shall commence on the date established above and terminate with any change in ownership of Member-Generator's premises. A new owner shall be required to sign a new Net Metering Agreement prior to receiving net metering service.

**4. Measurement of Net Energy:** Bi-directional metering owned and installed by Cooperative at Cooperative's expense shall measure the flow of electrical energy in each direction. This equipment shall be used to provide information necessary to accurately bill or credit the Member-Generator or to collect electric generating system performance information for operational and research purposes.

**5. Monthly Billing / Price and Payment Methodology:** Electric usage delivered and purchased from the Cooperative will be at the prices specified in applicable rate schedules established from time to time by the Cooperative's Board of Directors. In each billing period, any excess energy delivered to the Cooperative's system will be credited at the retail rate established by the applicable rate schedule, except for the April billing period, which will be credited at avoided cost based on the Bonneville Power Association's Priority Firm Wholesale Power and Transmission Rate from the previous year in cents per kilowatt hour. The avoided cost will be reviewed on a yearly basis or upon mid-year adjustments made by the Bonneville Power Administration. All Cooperative billing policies and procedures apply to Member-Generator's account and service.

At Cooperative's sole option, if the Cooperative adopts time-of-use billing, the Member-Generator shall be billed for the appropriate monthly charges and shall be credited for such net energy at the Bonneville Power Administration's Priority Firm Wholesale Power and Transmission Rate using all applicable billing determinants such as generation demand, transmission demand, energy Heavy Load Hours (HLH), energy Light Load Hours (LLH), load shaping, load regulation, delivery, low density discount and seasonally adjusted factors.

**6. Pre-Operation Inspection:** Prior to interconnection and operation, the Member-Generator is responsible for scheduling 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.

**7. Operational Standards / Interconnection / Continuing Service:** The net metering facility shall be designed to operate within allowable operating standards for the Cooperative's electrical supply system. The net metering facility shall not cause any adverse effects upon the quality or reliability of service provided to the Cooperative's other members. Member-Generator is responsible, and shall furnish, install, operate and maintain in good order and repair, all without cost to the Cooperative, all equipment required for the safe operation of the net metering facility operating with the Cooperative's electrical supply system. This obligation shall include, but not be limited to, equipment necessary to establish and maintain automatic synchronism with the Cooperative's electric supply system and automatically disconnect the net metering facility from the Cooperative's electric supply

system in the event of overload or outage on the Cooperative's electric supply system, further described in section 8 herein.

Member-Generator shall provide the electrical interconnection on Member-Generator's side of the meter at Member-Generator's expense. The net metering facility shall include all equipment necessary and in compliance with all applicable safety, power quality, reliability, and interconnection requirements established or adopted at any time by the Cooperative's policies, the National Electric Code, National Electric Safety Code, the Institute of Electrical and Electronics Engineers, and shall meet all applicable safety and performance standards established by the Oregon State Building Code. The Member-Generator shall be responsible for all costs associated with the net metering facility, including but not limited to, costs related to modifications the Cooperative may be required to make or are reasonably necessary for the Cooperative's facilities or system for purposes of safety, reliability or reading meters to accommodate the net metering facility.

The Cooperative shall have the right to inspect the Member-Generator's net metering facility annually, and at such times when the Cooperative deems in necessary to inspect for purposes of safety and operational considerations.

Member-Generator shall not commence operation of the net metering facility until the Cooperative has inspected the facility, including all interconnection equipment, and installed appropriate metering; Final approval by the Cooperative begins when the Member-Generator's monthly billing statement shows both the "delivered and received" kWh.

The interconnection authorized in accordance with this agreement is based on continuing service at the specified service location. Disconnect and reconnect transactions/requests shall not relieve Member-Generator of monthly minimum charges.

**8. Installation / Disconnection / Maintenance / Access:** Except for the bi-directional metering Equipment owned and maintained by the Cooperative, all equipment installed on the Member-Generator's side of the delivery point, including the required disconnecting switch, shall be provided and maintained in satisfactory operating condition by the Member-Generator, and shall remain the property and responsibility of the Member-Generator. The Cooperative shall not assume nor bear liability for the Member-Generator's equipment or for the consequences of its operation.

Member-Generator shall furnish and install on Member-Generator's side of the meter, a Cooperative-approved disconnecting device capable of fully disconnecting and isolating the net metering facility from the Cooperative's electric supply system. The disconnecting device shall be accessible to the Cooperative's personnel and shall conform to National Electric Code standards. Member generator will notify the Cooperative in writing of any modifications to the net metering facility.

The cooperative shall have the right to disconnect the net metering facility from the Cooperative's electric supply system when necessary in order to maintain safe and reliable operating conditions or for concerns about system performance and in the event of overload

or outages on Cooperative's electric supply system. The Cooperative shall also have the right to disconnect the net metering facility, if in the Cooperative's sole judgment; the operation of the net metering facility at any time adversely affects the operation of the Cooperative's electric supply system or the quality and reliability of the Cooperative's electrical service to its members. The net metering facility shall remain disconnected until the Cooperative is satisfied, in its sole judgment, the condition or conditions causing the disconnection have ended or have been corrected.

Cooperative personnel or representatives shall have the right to enter upon the Member-Generator's premises at any time for the purpose of inspecting and/or testing the disconnecting device and bi-directional metering equipment in order to confirm proper operation and compliance with applicable policies and regulations.

**9. Indemnity:** Member-Generator shall at all times indemnify, defend, and save the Cooperative, its directors, board members, officers, managers, employees, agents, representatives, contractors, consultants, affiliates, successors and assigns ("Indemnified Persons") harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and obligations to third parties, arising out of or resulting from the Member-Generator's action or inactions of its obligations under this agreement or in connection with the design, construction, installation, operation or maintenance of Member-Generator's net metering facility and interconnection, except in cases of gross negligence or intentional wrongdoing by the Indemnified Persons.

**10. Consequential Damages.** EXCLUDING THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 9 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSS, DAMAGES, COSTS, OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANOTHER AGREEMENT WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

**11. Fees:** Member-Generator shall be billed \$60.00 to cover the initial facility inspection by Cooperative and the set-up of the net metering account. The inspection fee for an annual inspection by the Cooperative is \$35 per inspection, unless such amount is later changed by the Cooperative Board of Directors for net metering inspections of net metering facilities of 25kw or less for all member-generators.

**12. Termination:** This agreement may be terminated by Member-Generator upon thirty (30) days written notice to Cooperative at Cooperative's business address. Cooperative may

terminate this agreement upon thirty (30) days written notice to Member-Generator at the account billing address in the event Member-Generator shall fail to comply with all rules, regulations or standards imposed by Cooperative or authorities having jurisdiction, or fail to keep and maintain Member-Generator's billing account current, or fail to keep in good operating order all net metering facilities and equipment on Member-Generator's side of the meter.

**13. Member- Generator's Net Metering Facility Described:**

**Section 1. Customer/Generator 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: \_\_\_\_\_

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

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

Member-Generator acknowledges that the net metering facility has been installed to Member-Generator's satisfaction and that system warranty information and an operations manual have been provided. Member-Generator further confirms that instruction regarding proper operation of the net metering facility and associated equipment has been provided to Member-Generator. Member-Generator further represents that the net metering facility has received approval from the Oregon Building Codes Division.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this agreement to be executed. This agreement is effective as of the latter of the two dates set forth below.

Member-Generator:

Midstate Electric Cooperative, Inc.

\_\_\_\_\_  
Name: \_\_\_\_\_  
(print)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(print)

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

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

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

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