

Douglas Electric Cooperative

NET METERING AGREEMENT

This Agreement dated and effective this ___ day of _____, _____, by and between Douglas Electric Cooperative (Cooperative) and _____ (“Customer-generator”).

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

Whereas Customer-generator wishes to sell and the Cooperative 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-generator’s 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 twenty five (25) kilowatts. This facility shall be located on the Customer-generator’s premises and will interconnect and operate in parallel with the Cooperative’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 Cooperative. 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 Cooperative.
- 2. Term:** This agreement shall commence on the date established above and terminate with any change in ownership of the facility or by written agreement, signed by both parties, or a change in law eliminating the requirement that the Cooperative provide net metering services to its members who qualify for the service.
- 3. Net Energy:** Net energy is the difference between electrical energy consumed by the Customer-generator from the Cooperative’s electrical supply system and the electrical energy generated by the Customer-generator and fed back into the Cooperative’s electrical supply system.
- 4. Measurement of Net Energy:** Bi-directional metering equipment shall be installed by the Cooperative at its expense to measure the flow of electrical energy in each direction. This equipment shall be used only to provide information necessary to accurately bill or credit the Customer-generator or to collect electric generating system performance information for research purposes.
- 5. Price and Payment Methodology:** All electric service provided to the customer-generator by the Cooperative shall be billed pursuant to the Cooperative’s appropriate Rate Schedule. Credits for the net energy flowing into the Cooperative’s electrical supply system shall be

apportioned according to the net metering rate as specified in Rate Schedule 12, as amended from time to time.

- 6. Interconnection:** Customer-generator shall provide the electrical interconnection on its side of the meter between its facility and the Cooperative's system. At Customer-generator's expense, the Cooperative shall make reasonable modifications to the Cooperative's system necessary to accommodate the net metering facility. The cost for such modifications shall be the Cooperative'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 Cooperative's policies, the National Electrical Code, National Electrical Safety Code, the Institute of Electrical and Electronic Engineers, the Oregon State Building Code and Underwriters Laboratories. Customer-generator shall not commence parallel operation of the net metering facility until the Cooperative 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 Cooperative, all equipment required for the safe operation of the net metering facility operating in parallel with the Cooperative's electrical supply system. This shall include, but not be limited to, equipment necessary to (1) establish and maintain automatic synchronism with the Cooperative's electric supply system and (2) automatically disconnect the net metering facility from the Cooperative's electrical supply system in the event of overload or outage on the Cooperative's electrical supply system. 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 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 Cooperative's electric supply system. The disconnecting device shall be located adjacent to the Cooperative's bi-directional metering equipment and shall be of the visible break type in a metal enclosure that can be secured by a Cooperative owned padlock. The disconnecting device shall be accessible to the Cooperative's personnel at all times and shall conform to National Electric Code standards. The Cooperative shall have the right to disconnect, with or without notice, the net metering facility from the Cooperative's electric supply system when necessary, in the Cooperative's sole judgment, in order to maintain safe and reliable electrical operating conditions. Also, the Cooperative shall have the right to disconnect, with or without notice, the net metering facility if, in the Cooperative's sole judgement, the operation of the net metering facility at any time adversely affects the operation of the Cooperative's electrical system or the quality and reliability of the Cooperative's electrical service to other customers. The net metering facility shall remain disconnected until such time as The Cooperative is satisfied, in its sole judgment, that condition(s) justifying the disconnection have ended or have been corrected.
- 9. Installation and Maintenance:** Except for the bi-directional metering equipment owned and maintained by the Cooperative, 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 Cooperative 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 Cooperative hereunder shall not extend to loss, liability, damage, claim, cost charge, demand, or expense resulting from interruptions in electrical service to the Cooperative'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.
- 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 Cooperative.
- 12. Access:** Authorized Cooperative 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. The Customer-generator shall pay the Cooperative \$35 per inspection, payable within ten days of invoice.
- 13. 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-generator agrees to pay to Cooperative, 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 Cooperative 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 Cooperative 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

DOUGLAS ELECTRIC COOPERATIVE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Net Metering Services
Adopted August 19, 2000
Revised October 30, 2007

EXHIBIT A
DOUGLAS ELECTRIC COOPERATIVE NET METERING AGREEMENT

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 _____

Section 4. Disposition of Excess Generation Credit

(Check one)

_____ to the customer-generator; _____ to the Cooperative's low-income energy assistance program

Section 5. Certification(s)

1. (If an inverter is used) The net metering facility's inverter meets the requirements of IEEE 929, "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 _____