

# ***CENTRAL ELECTRIC COOPERATIVE, INC.***

## **NET METERING AGREEMENT**

This Agreement dated and effective this day of \_\_\_\_\_, \_\_\_\_\_, by and between **Central Electric Cooperative, Inc. ("CEC")** and \_\_\_\_\_ ("Customer-generator").

Whereas Customer-generator wishes to sell and CEC wishes to purchase energy produced by the approved net-metering facility:

Now, Therefore, the parties agree to the following Terms and Conditions:

1. **Approval:** Customer-generator shall not commence construction of the net-metering facility until CEC has issued written approval for its installation.
2. **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 CEC'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. 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 can only be made following the written approval of CEC.
3. **Term:** This agreement shall commence on the date established above and terminate with any change in ownership or by written agreement, signed by both parties. Further, if Customer-generator is in default hereunder, CEC shall have the right to terminate this Agreement if Customer-generator fails to cure its default within 10 days of the date CEC notifies Customer-generator of the default.
4. **Definition:** Net energy is the difference between electrical energy consumed by the Customer-generator from CEC's electrical supply system and the electrical energy generated by the Customer-generator and fed back into CEC's electrical supply system.
5. **Measurement of Net Energy:** Bi-directional metering equipment shall be installed to measure the flow of electrical energy in each direction. This equipment shall be installed at CEC's expense. 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.
6. **Price and Payment Methodology:** All service shall be billed pursuant to CEC's appropriate Rate Schedule. Credits for the net energy flow into CEC's electrical supply system shall be apportioned according to the Net Metering Service, Schedule N.

7. **Interconnection:** Customer-generator shall provide the electrical interconnection on their side of the meter. At Customer-generator's expense, CEC shall make reasonable modifications to CEC's system necessary to accommodate the net-metering facility. The cost for such modifications shall be determined on a case by case basis and is due 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 CEC'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.
  
8. **Disconnection:** Customer-generator shall furnish and install, on their side of the meter, a disconnecting device capable of fully disconnecting and isolating the net-metering facility from CEC's electric supply system. The disconnecting device shall be located adjacent to CEC's bi-directional metering equipment and shall be of the visible break type in a metal enclosure that can be secured by a padlock. The disconnecting device shall be accessible to CEC's personnel at all times and shall conform to National Electric Code standards. CEC shall have the right to disconnect the net-metering facility from CEC's electric supply system when necessary in order to maintain safe and reliable electrical operating conditions. Also, Co-op shall have the right to disconnect the net-metering facility if, in CEC's sole judgment, the operation of the net-metering facility at any time adversely affects the operation of CEC's electrical system or the quality and reliability of CEC's electrical service to other customers. The net-metering facility shall remain disconnected until such time as Co-op is satisfied, in its sole judgment, that condition(s) causing the disconnection have ended or have been corrected. Exceptions to this disconnect rule may be made at the sole discretion of CEC for locations where a certified inverter-based system with up to 30 amps of connected generation is installed.
  
9. **Operational Standards:** Customer-generator shall furnish, install, operate and maintain in good order and repair, all without cost to CEC, all equipment required for the safe operation of the net-metering facility operating in parallel with CEC's electrical supply system. This shall include, but not be limited to, equipment necessary to (1) establish and maintain automatic synchronism with CEC's electric supply system and (2) automatically disconnect the net-metering facility from CEC's electrical supply system in the event of overload or outage of CEC's electrical supply system. The net-metering facility shall be designed to operate within allowable operating standards for CEC's electrical supply system. The net-metering facility shall not cause any adverse effects upon the quality or reliability of service provided to CEC's other customers.
  
10. **Installation and Maintenance:** Except for the bi-directional metering equipment owned and maintained by CEC, 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. CEC shall bear no liability for Customer-generator's equipment or for the consequences of its operation.

- 11. **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, betterments to, or reconstruction of the indemnitor's facilities, provided, however, Customer-generator's duty to indemnify CEC hereunder shall not extend to loss, liability, damage, claim, cost charge, demand, or expense resulting from interruptions in electrical service to CEC'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.
  
- 12. **Pre-Operation Inspection:** Prior to interconnection and operation, the net-metering facility and associated interconnection and disconnection equipment shall be inspected and approved by the state electrical inspector and by any other governmental authority having jurisdiction.
  
- 13. **Access:** Authorized CEC employees shall have the right to enter the Customer-generator's property at any time for the purpose of inspecting and/or testing the disconnecting device and bi-directional metering equipment in order to insure proper operations and compliance with applicable regulations.

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**

**CENTRAL ELECTRIC  
COOPERATIVE, INC.**

NAME (PRINT) \_\_\_\_\_

NAME (PRINT) ROBERT MCCONNELL

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TITLE: OPERATIONS MANGER

DATE \_\_\_\_\_

**CENTRAL ELECTRIC COOPERATIVE, INC. NET METERING AGREEMENT**

**Section 1. Customer-generator Information**

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Street Address \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

CEC Customer Account Number (from utility bill, if known): \_\_\_\_\_

**Section 2. Net-metering Facility Information**

System Type (Check Box):  Solar  Wind  Fuel Cell  Hydroelectric

Generator Size (kW AC) \_\_\_\_\_ Inverter Manufacturer \_\_\_\_\_

Inverter Model # \_\_\_\_\_ Inverter Location \_\_\_\_\_

PV Module Brand & Model No. (if applicable) \_\_\_\_\_

**Section 3. Electrician Information**

Licensed A.C, Electrician Name \_\_\_\_\_ Permit # \_\_\_\_\_

Electrician’s Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Daytime Phone \_\_\_\_\_

**Section 4. 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.

Signature (Vendor or Installer) \_\_\_\_\_ Date \_\_\_\_\_

Name (Printed) \_\_\_\_\_ Company \_\_\_\_\_

Address \_\_\_\_\_

---

Central Electric Co-op Inspection

- 1. By-directional meter installed. Service order number \_\_\_\_\_
- 2. System disconnect installed. Type: \_\_\_\_\_
- 3. Operational test complete: Pull meter or operate disconnect, check voltage output to service.
- 4. Oregon State electric code tag. \_\_\_\_\_
- 5. Net meter generation plant security and safety. (ie) conduits, switch covers, exposed wire.

CEC Representative

Signed: \_\_\_\_\_

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

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