



## INTERCONNECTION AGREEMENT FOR NET METERING

This Interconnection Agreement for Net Metering (“Agreement”) is entered into effective the \_\_\_\_ day of \_\_\_\_\_, 200 \_\_, by and between \_\_\_\_\_ (“Customer-Generator”) and the City of McMinnville, a municipal corporation of the State of Oregon, by and through its Water and Light Commission (“MW&L”). Customer and MWL may be referred to collectively herein as “Parties” and individually as “Party.”

### 1.0 TERM OF AGREEMENT

- 1.1 This Agreement is effective on the date set forth above. The Customer-Generator’s net metering facility may remain interconnected to MW&L’s electric system until and unless this Agreement is terminated by either Party pursuant to the terms of this Agreement.
- 1.2 Start date of operation of net metering facility is anticipated by customer to be \_\_\_\_\_, and customer will notify MW&L at least 5 days prior to start date if not as anticipated above.

### 2.0 FACILITY DESCRIPTION AND LOCATION

- 2.1 The Customer-generator agrees to install the net metering facility as described and specifically located in Exhibit A (the Net Metering Application form with attachments), attached hereto.
- 2.2 The customer agrees that a separate agreement shall be entered into for each additional net metering facility installed by the Customer-generator.

### 3.0 INDEPENDENT PARTIES.

- 3.1 The Parties agree that the Customer-generator and MW&L are independent parties and are not partners or agents of each other for any purpose in connection with this Agreement.

### 4.0 INTERCONNECTION RULES FOR NET METERING REQUIREMENTS

- 4.1 Customer-generator acknowledges receipt of a copy of MW&L Interconnection Rules for Net Metering, a copy of which is attached to this agreement, AS EXHIBIT “B”.
- 4.2 Customer-generator agrees to comply with all terms of MW&L Interconnection Rules for Net Metering as they currently exist, and as amended by the MW&L Commission.

### 5.0 TERMS OF NET METERING BILLING AND ENERGY CREDITING

- 5.1. Billing and Energy Credit are subject to the Interconnection Rules for Net Metering.
- 5.2 Any credit available to Customer under this Agreement shall, in MW&L’s discretion, be applied on June 30 of MW&L’s fiscal year (a) only to the following billing account: Account # \_\_\_\_\_ or (b) MW&L may elect to pay Customer such credit in cash as of the end of MW&L’s fiscal year.

### 6.0 INDEMNITY AND LIABILITY

Customer hereby indemnifies and agrees to hold harmless and release MW&L and its elected officials, officers, employees and agents and each of the heirs, personal representatives, successors and assigns of any of the foregoing (collectively, the “Indemnitees”) from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, obligations, payments, and liabilities, together with any costs and expenses (including without limitation attorneys fees and out-of-pocket expenses and investigation expenses) incurred in connection with any of the foregoing for personal injury, wrongful death or property damage, resulting from, relating to or arising out of or in connection with: (I) any filuar or abnormality in the operation of

Customer's net metering facility or any related equipment: (ii) any failure of Customer to comply with the standards, specifications, or requirements referenced in the Agreement (including appendices hereto) which result in abnormal voltages or voltage fluctuations, abnormal changes in harmonic content of the net metering facility output, single phasing, or any other abnormality related to the quantity or quality of the power produced by the net metering facility; (iii) any failure of Customer to perform or observe any term, provision, covenant, agreement or condition hereunder to be performed by or on behalf of Customer; or (iv) any negligence or intentional misconduct of Customer related to operation of the net metering facility or any associated equipment or wiring.

**7.0 RECORDS**

Customer-generator acknowledges that MW&L will comply with public records law (ORS Ch. 192) which may require disclosure of records of this net metering. The Customer-generator agrees pursuant to ORS 192.502(27) that MW&L may release personally identifiable information only as may be necessary to comply with State or federal law and to comply with contract obligations to the Bonneville Power Administration.

**8.0 NO THIRD PARTY BENEFICIARIES**

Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit or be enforceable by any third party.

**9.0 GOVERNING LAW: VENUE**

This Agreement shall be governed by and construed in accordance with MW&L Interconnection Rules for Net Metering and the laws of the State of Oregon. Venue for any action arising under or in connection with this Agreement shall exclusively lie in the Circuit Court for Yamhill County, Oregon.

**MW&L**

McMinnville Water & Light  
855 NW Marsh Lane  
PO Box 638  
McMinnville, OR 97128

Telephone: (503) 472-6158  
Fax: (503) 472-5211

**THE CITY OF McMINNVILLE**  
by and through its Water and Light  
Commission

By: \_\_\_\_\_  
Richard L. Olson, Mayor and  
Ex-Officio Member of the Water  
and Light Commission

**ATTEST:**

By: \_\_\_\_\_  
Mary Ann Nolan,  
Clerk of the Commission

**CUSTOMER**

Name:  
Address:  
  
Telephone:  
Fax. No.:

**Customer Signature:** \_\_\_\_\_

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