

INTERCONNECTION AGREEMENT (FOR NET METERING)

This Interconnection Agreement for Net Metering (“Agreement”) is entered into effective the ____ day of _____, 20____, 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-Generator and MW&L may be referred to collectively herein as “Parties” and individually as “Party.”

1. 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
- 1.3 Termination: If Customer-Generator discontinues operation of the facility, is no longer an MW&L Customer, or otherwise fails to comply with the terms of this Agreement, MW&L may terminate this Agreement by giving written notice to Customer-Generator. Except as otherwise provided, Customer-Generator shall have thirty (30) days from the date of the notice within which to correct any failure to comply with the terms of this Agreement. If Customer-Generator fails to correct the noncompliance, MW&L may terminate this Agreement.
- 1.4 Termination – BPA: MW&L may terminate this Agreement without notice if the Net Metering Facility places MW&L in default under any agreement between MW&L and BPA.
- 1.5 Disconnection. To maintain the safe operation of its electric system, and without notice, MW&L may in its sole discretion disconnect a net metering facility.

2. 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. 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. INTERCONNECTION RULES FOR NET METERING REQUIREMENTS

- 4.1 Customer-Generator acknowledges that Customer has the responsibility to review and comply with MW&L Interconnection

Rules for Net Metering, a copy of which is available online at mc-power.com, or may be obtained from MW&L upon request.

- 4.2 Customer-Generator agrees to comply with the MW&L Interconnection Rules for Net Metering, and other MW&L rules and regulations, and fees, as they currently exist, and as adopted, amended, or replaced by the Water and Light Commission.
- 4.3 MW&L shall charge for, and the Customer-Generator will be responsible for the timely payment of the cost of any application fee and the costs of such facilities, equipment, modifications, upgrades and additional review, as may be allowed by the MW&L Interconnection Rules for Net Metering.

5. 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-Generator 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
_____ or
(b) MW&L may elect to pay Customer-Generator such credit in cash as of the end of MW&L's fiscal year.

6. INDEMNITY AND LIABILITY

- 6.1 Customer-Generator hereby indemnifies and agrees to hold harmless and release MW&L and its elected officials, commissioners, 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 attorney's 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 failure or abnormality in the operation of Customer-Generator's net metering facility or any related equipment; (ii) any failure of Customer-Generator to comply with the standards, specifications, or requirements reference 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 the quantity or quality of the power produced by the net metering facility; (iii) any failure of Customer-Customer duly to perform or observe any term, provision, covenant, agreement or condition hereunder to be performed by or on behalf of Customer-Generator; or (iv) any negligence or intentional misconduct of Customer-Generator related to operation of the net metering facility or any associated equipment or wiring.

- 6.2 MW&L shall not be liable, directly or indirectly, for permitting or

continuing to allow an attachment of the Net Metering Facility to its Electric Distribution System, or for the acts or omissions of Applicant that cause loss or injury, including death, to any third party.

7. 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. 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. ASSIGNMENT; NOTICE AT SALE OF PROPERTY:

The rights and obligations of the Parties to this Agreement may not be assigned by either Party, except upon the expressed written consent of the other Party, which consent shall not be unreasonably withheld or delayed. A Customer-Generator is advised to give notice to a purchaser or other successor to Customer-Generator's interest in the net metering facility of the requirement to enter into an agreement with MW&L to continue net metering.

10. 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, notwithstanding any conflicts of law principles. 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

By: _____
_ Mayor and Ex-Officio Member of
the Water and Light Commission

ATTESTED BY:

By: _____
Clerk of the Commission
McMinnville Water & Light
855 NW Marsh Lane
PO Box 638
McMinnville, OR 97128.
Telephone: (503) 472-6158

CUSTOMER-GENERATOR

Name:
Address:

Customer Signature:

Date

