



825 NE Multnomah, Suite 2000  
Portland, Oregon 97232

September 25, 2007

***VIA ELECTRONIC FILING  
AND OVERNIGHT DELIVERY***

Oregon Public Utility Commission  
550 Capitol Street NE, Suite 215  
Salem, OR 97310-2551

Attn: Filing Center

Re: Compliance Filing to Docket No. AR 515, Order No. 07-319

PacifiCorp, d.b.a Pacific Power ("Pacific Power"), in accordance with Order No. 07-319 entered by the Public Utility Commission of Oregon ("Commission") on July 24, 2007, and OAR 860 Division 039, hereby submits the following standard Net Metering forms.

- Oregon Net Metering Interconnection Application, Level 1 Review
- Oregon Net Metering Interconnection Application, Level 2 Review
- Oregon Net Metering Interconnection Application, Level 3 Review
- Interconnection Agreement for Net Metering Facility, Level 1 Interconnection
- Interconnection Agreement for Net Metering Facility, Level 2 Interconnection
- Interconnection Agreement for Net Metering Facility, Level 3 Interconnection
- Impact Study Agreement, Level 3 Net Metering Interconnection Review
- Interconnection Facilities Study Agreement, Level 3 Net Metering Interconnection Review
- Net Metering Agreement, Customers Taking Service Under Oregon Schedule 135

Pacific Power respectfully requests that all communications regarding this compliance filing be submitted to the following:

Oregon Dockets  
Pacific Power  
825 NE Multnomah, Ste 2000  
Portland, OR 97232  
[OregonDockets@pacificorp.com](mailto:OregonDockets@pacificorp.com)

Michelle Mishoe  
Legal Counsel  
Pacific Power  
825 NE Multnomah, Ste 1800  
Portland, OR 97232  
[michelle.mishoe@pacificorp.com](mailto:michelle.mishoe@pacificorp.com)

Informal inquires may be directed to Joelle Steward, State Regulatory Manager, at (503) 813-5542.

Very truly yours,

A handwritten signature in cursive script that reads "Andrea L. Kelly" followed by a stylized monogram or initials "AD".

Andrea L. Kelly  
Vice President, Regulation

Enclosures

cc: AR 515 Service List

## CERTIFICATE OF SERVICE

I certify that I have cause to be served the foregoing **COMPLIANCE FILING OF PACIFIC POWER** in OPUC Docket No. AR 515 by electronic mail and first class mail to the parties on the service list.

DATED this 25<sup>th</sup> day of September, 2007.

W= Waive Paper Service

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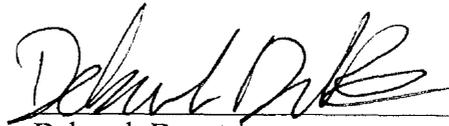
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Deborah Depetris  
Supervisor, Regulatory Administration

Oregon Net Metering  
Interconnection Application,  
Level 1 Review

**OREGON NET METERING INTERCONNECTION APPLICATION**  
**LEVEL 1 REVIEW**  
**INVERTER BASED SYSTEMS, 25 KW OR SMALLER**

<b>Section 1: For Pacific Power Use Only</b>  Customer-Generator Name: _____ Service Address: _____ City, State, Zip: _____ Customer Account No. and Site ID No. _____ Customer Phone Nos. _____ Interconnection Agreement Received (Date): _____ Pacific Power Inspection Needed: (Yes/No) _____
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<b>Section 2: To Be Completed By Customer-Generator</b>  <b>A. Applicant Information</b> Name: _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____ Street Address (if different from above): _____ City: _____ State: _____ Zip Code: _____ Daytime Phone: (____) _____ Fax: (____) _____ Email: _____
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<b>B. System Information</b> Manufacturer Name Plate AC Power Rating: _____ kW _____ kVa System Type (circle one): Solar Wind Hydro Other (Specify): _____ Inverter Manufacturer: _____ Inverter Model No: _____ Inverter Serial No: _____ Inverter Location (circle one): Indoor Outdoor Self Contained Location: _____ Outdoor Manual AC Disconnect Switch Location: _____ System Location: _____ Anticipated Operational Date of Net Metering Facilities: _____ <i>(Pacific Power must be notified at least five (5) business days prior to starting operation.)</i> Induction or Synchronous Device (Circle one) _____
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**C. Electrical Code Inspection**

The System referenced above satisfies applicable electrical code requirements.

Inspector Name (Print): \_\_\_\_\_

Signed (Inspector): \_\_\_\_\_

(In lieu of the signature of the Inspector, a copy of the final Inspection Certificate may be attached)

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

**D. Additional Information**

1. An equipment package will be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable IEEE and UL 1741 standards.
2. If the equipment package has been tested and listed as an integrated package, which includes a generator or other electric source, the equipment package will be deemed certified, and Pacific Power will not require any further design review, testing or additional information.
3. If the equipment package includes only the interface components (switchgears, inverters, or other interface devices), an interconnection applicant must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified and Pacific Power will not require further design review, testing or additional equipment.
4. A net metering facility must be equipped with metering equipment that can measure the flow of electricity in both directions, comply with ANSI C12.1 standards and OAR 860-023-0015. Pacific Power will install the required metering equipment at Pacific Power's expense.
5. Pacific Power will not be responsible for the cost of determining the rating of equipment owned by the customer-generator or of equipment owned by other local customers.
6. The customer may choose to submit an executed standard form interconnection agreement simultaneously with this Application.

**E. Customer-generator Acknowledgment**

The System has been installed to my satisfaction and I have been given System warranty information, and an operation manual. Also, I have been informed as to whether my Photovoltaic or Wind System or (Other as provided by Customer-Generator) is eligible for net metering, and have been provided with a copy of Pacific Power's net metering tariff and interconnection requirements. I have also been instructed in the operation of the System by the manufacturer and/or the installer of the System.

I certify that the information provided in this Application is true. I will provide Pacific Power a copy of the signed government electrical inspection approval document when obtained, if not already provided with this Application.

I agree to abide by the terms of this Application and I agree to notify Pacific Power thirty (30) days prior to modification or replacement of the System's components or design. Any such modification or replacement may require submission of a new Application to Pacific Power.

I agree not to operate the System in parallel with Pacific Power until this Application is approved by Pacific Power and notice of anticipated start date is provided to Pacific Power.

Signed (Owner): \_\_\_\_\_

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

**Please send completed application to:**

Net Metering Group  
Pacific Power  
P.O. Box 400  
Portland, OR 97207

**Section 3. To be completed by Installation Contractor**

**A. Installation Contractor Information/Hardware and Installation Compliance**

Installation Contractor (Company Name): \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ Proposed Installation Date: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Meets IEEE Standards and UL 1741 Inverters, Converters, and Controllers for use in Independent Power Systems (January 2001): (Yes/No)

If Photovoltaic System, the proposed System hardware is in compliance with *Underwriters Laboratories (UL) 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems; UL 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels; and IEEE 1262-1995, IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules.*

If Photovoltaic System, System must be installed in compliance with *IEEE Standard 929-2000, Recommended Practice for Utility Interface of Photovoltaic Systems.* All System types must be installed in compliance with applicable requirements of local electrical codes, Pacific Power and the *National Electrical Code® (NEC)* and must use a non-islanding inverter as defined under *IEEE Standard 929-2000 (section 3.2 to 3.4).*

The System must include a manual, lockable, load-break (disconnect) switch, accessible at all times to Pacific Power personnel and located within 10 feet of Pacific Power's meter. The disconnect switch may be located more than 10 feet from Pacific Power's meter if permanent instructions are posted at the meter indicating the precise location of the disconnect switch. Pacific Power must approve the location of the disconnect switch prior to the installation of the net metering facility.

Does the system include the requisite disconnect switch? (Yes/No) (Circle one)

If Yes, where is the disconnect switch located? \_\_\_\_\_

A disconnect switch is not required for an inverter-based facility for services of 600 volts or less with a maximum rating as follows:

Service Type—Maximum Net Metering Facility Size (kW)  
240 Volts, Single-Phase, 3 Wire—7.2  
120/208 Volts, 3-Phase, 4 Wire—10.5  
120/240 Volts, 3-Phase 4 Wire—12.5  
277/480, 3-Phase 4 Wire—25.0

For other service types, the net metering facility must not impact the Customer-Generator's service conductors by more than 30 amperes.

Does the system meet any of the above qualifications? (Yes/No) (Circle one)  
If Yes, which qualification? \_\_\_\_\_

If the Net Metering System is designed to provide uninterruptible power to critical loads, either through energy storage, back-up generator, or the generation source, the System will include a parallel blocking scheme for this backup source. This function may be integral to the inverter manufacturer's packaged system.

Does the Net Metering Facility include a parallel blocking scheme? (Yes/No) (Circle one).

Signed (Contractor): \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_

**Section 4. To be completed by Pacific Power:**

**A. If approving the application:**

Pacific Power does not, by approval of this Application, assume any responsibility or liability for damage to property or physical injury to persons. Further, this Application does not constitute a dedication of the owner's System to Pacific Power electrical system equipment or facilities.

Customer-Generator entered into a Net Metering Agreement with Pacific Power on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Customer-Generator entered into an Interconnection Agreement for Net Metering Facility with Pacific Power on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Customer-Generator satisfactorily passed Inspection on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Pacific Power may waive Inspection at its option; if inspection is being waived initial here \_\_\_\_).

This Application is approved by Pacific Power on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Pacific Power Representative Name (Print): \_\_\_\_\_

Signed (Pacific Power Representative): \_\_\_\_\_

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

**B. If denying the application:**

This application is denied by Pacific Power on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Pacific Power Representative Name (Print): \_\_\_\_\_  
Signed (Pacific Power Representative): \_\_\_\_\_  
Date: \_\_\_\_\_

**Section 5. To be completed by Pacific Power Meterman**

Customer Account No. \_\_\_\_\_ Site ID No. : \_\_\_\_\_  
Served from facility point no.: \_\_\_\_\_  
New net meter no.: \_\_\_\_\_ Date net meter installed: \_\_\_\_\_  
Manual disconnect device in proper location and permanent signage in place? \_\_\_\_\_  
Signature/title: \_\_\_\_\_ Date: \_\_\_\_\_

Oregon Net Metering  
Interconnection Application,  
Level 2 Review



**OREGON NET METERING INTERCONNECTION APPLICATION  
LEVEL 2 REVIEW  
CAPACITY OF 2 MW OR LESS**

**Section 1: For Pacific Power Use Only**

Customer-Generator Name: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Customer Account No. and Site ID No. \_\_\_\_\_  
Customer Phone Nos. \_\_\_\_\_  
Interconnection Agreement Received (Date): \_\_\_\_\_  
Pacific Power Inspection Needed: (Yes/No) \_\_\_\_\_  
Application fee: \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

**Section 2: To Be Completed By Customer-Generator**

**A. Applicant Information**

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Street Address (if different from above): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Daytime Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**B. System Information**

Manufacturer Name Plate AC Power Rating: \_\_\_\_\_ kW \_\_\_\_\_ kVa  
System Type (circle one): Solar Wind Hydro Other (Specify): \_\_\_\_\_  
Inverter based: (Yes/No) \_\_\_\_\_  
If Yes: Inverter Manufacturer: \_\_\_\_\_  
Inverter Model No: \_\_\_\_\_  
Inverter Serial No: \_\_\_\_\_  
Inverter Location (circle one): Indoor Outdoor  
Induction or synchronous device (Circle one)  
*(Such generation, including protection-isolation method and interconnection characteristics, is subject to Pacific Power Area Engineer's review and approval).*

Self Contained Location: \_\_\_\_\_  
Outdoor Manual AC Disconnect Switch Location: \_\_\_\_\_  
System Location: \_\_\_\_\_  
Anticipated Operational Date of Net Metering Facilities: \_\_\_\_\_  
(Pacific Power must be notified at least five (5) business days prior to starting operation.)  
Current short circuit interrupting capability of interconnection distribution circuit: \_\_\_\_\_

**C. Electrical Code Inspection**

The System referenced above satisfies applicable electrical code requirements.

Inspector Name (Print): \_\_\_\_\_

Signed (Inspector): \_\_\_\_\_

(In lieu of the signature of the Inspector, a copy of the final Inspection Certificate may be attached)

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

**D. Additional Information**

1. An equipment package will be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable IEEE and UL 1741 standards.
2. If the equipment package has been tested and listed as an integrated package, which includes a generator or other electric source, the equipment package will be deemed certified, and Pacific Power will not require any further design review, testing or additional information.
3. If the equipment package includes only the interface components (switchgears, inverters, or other interface devices), an interconnection applicant must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified and Pacific Power will not require further design review, testing or additional equipment.
4. A net metering facility must be equipped with metering equipment that can measure the flow of electricity in both directions, comply with ANSI C12.1 standards and OAR 860-023-0015. Pacific Power will install the required metering equipment at Pacific Power's expense.
5. Pacific Power will not be responsible for the cost of determining the rating of equipment owned by the customer-generator or of equipment owned by other local customers.
6. The customer may choose to submit an executed standard form interconnection agreement simultaneously with this Application.
7. Customer-generator will pay to Pacific Power at the time of application the applicable Application fee of \$50.00 plus \$1.00 per kilowatt of the net metering facility's capacity; and costs of minor modifications or additional review as set forth in OAR 860-039-0045.

**E. Customer-generator Acknowledgment**

The System has been installed to my satisfaction and I have been given System warranty information, and an operation manual. Also, I have been informed as to whether my Photovoltaic or Wind System or (Other as provided by the Customer-Generator) is eligible for net metering, and have been provided with a copy of Pacific Power's net metering tariff and interconnection requirements. I have also been instructed in the operation of the System by the manufacturer and/or the installer of the System.

I certify that the information provided in this Application is true. I will provide Pacific Power a copy of the signed government electrical inspection approval document when obtained, if not already provided with this Application.

I agree to abide by the terms of this Application and I agree to notify Pacific Power thirty (30) days prior to modification or replacement of the System's components or design. Any such modification or replacement may require submission of a new Application to Pacific Power.

I agree not to operate the Net Metering Facility in parallel with Pacific Power until this Application is approved by Pacific Power, until I have executed a Net Metering Agreement with Pacific Power, until I have executed an Interconnection Agreement for Net Metering Facility with Pacific Power, and until I have provided Pacific Power with at least five (5) days notice of anticipated start date.

Signed (Owner): \_\_\_\_\_

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

**Please send completed application to:**

Net Metering Group  
Pacific Power  
P.O. Box 400  
Portland, OR 97207

**Section 3. To be completed by Installation Contractor**

**A. Installation Contractor Information/Hardware and Installation Compliance**

Installation Contractor (Company Name): \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ Proposed Installation Date: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

For inverter-controlled system, meets IEEE Standards and UL 1741 Inverters, Converters, and Controllers for use in Independent Power Systems (January 2001)? (Yes/No)

For induction or synchronous device, meets IEEE Standard 1547 and IEEE/ANSI Standard C37.90 requirements? (Yes/No)

If Photovoltaic System, the proposed System hardware is in compliance with *Underwriters Laboratories (UL) 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems; UL 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels; and IEEE 1262-1995, IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules.*

If Photovoltaic System, System must be installed in compliance with *IEEE Standard 929-2000, Recommended Practice for Utility Interface of Photovoltaic Systems*. All System types must be installed in compliance with applicable requirements of local electrical codes, Pacific Power and the *National Electrical Code® (NEC)* and must use a non-islanding inverter as defined under *IEEE Standard 929-2000 (section 3.2 to 3.4)*.

The System must include a manual, lockable, load-break (disconnect) switch, accessible at all times to Pacific Power personnel and located within 10 feet of Pacific Power's meter. The disconnect switch may be located more than 10 feet from Pacific Power's meter if permanent instructions are posted at the meter indicating the precise location of the disconnect switch. Pacific Power must approve the location of the disconnect switch prior to the installation of the net metering facility.

Does the system include the requisite disconnect switch? (Yes/No) (Circle one)  
 If Yes, where is the disconnect switch located? \_\_\_\_\_

A disconnect switch is not required for an inverter-based facility for services of 600 volts or less with a maximum rating as follows:

Service Type—Maximum Net Metering Facility Size (kW)  
 240 Volts, Single-Phase, 3 Wire—7.2  
 120/208 Volts, 3-Phase, 4 Wire—10.5  
 120/240 Volts, 3-Phase 4 Wire—12.5  
 277/480, 3-Phase 4 Wire—25.0

For other service types, the net metering facility must not impact the Customer-Generator's service conductors by more than 30 amperes.

Does the system meet any of the above qualifications? (Yes/No) (Circle one)  
 If Yes, which qualification? \_\_\_\_\_

If the Net Metering Facility is designed to provide uninterruptible power to critical loads, either through energy storage, back-up generator, or the generation source, the Net Metering Facility will include a parallel blocking scheme for this backup source. This function may be integral to the inverter manufacturer's packaged system.

Does the Net Metering Facility include a parallel blocking scheme? (Yes/No) (Circle one).

Signed (Contractor): \_\_\_\_\_ Date: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_

**Section 4. To be completed by Pacific Power Area Engineer:**

**A. Application Fees**

\$	50.00	Base
+ \$	_____	\$1.00 x _____ kW of net metering facility's capacity
\$	_____	<b>TOTAL APPLICATION FEE</b>

**B. If approving the application:**

Pacific Power does not, by approval of this Application, assume any responsibility or liability for damage to property or physical injury to persons. Further, this Application does not constitute a dedication of the owner's System to Pacific Power electrical system equipment or facilities.

Customer-Generator entered into a Net Metering Agreement with Pacific Power on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Customer-Generator entered into an Interconnection Agreement for Net Metering Facility with Pacific Power on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Customer-Generator satisfactorily passed Commissioning Tests on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
(Pacific Power may waive Commissioning Tests at its option; if tests are waived initial here \_\_\_\_).

This Application is approved by Pacific Power on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Pacific Power Representative Name (Print): \_\_\_\_\_

Signed (Pacific Power Representative): \_\_\_\_\_

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

**C. If denying the application:**

This application is denied by Pacific Power on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pacific Power Representative Name (Print): \_\_\_\_\_

Signed (Pacific Power Representative): \_\_\_\_\_

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

**Section 5. To be completed by Pacific Power Meterman**

Customer Account No. \_\_\_\_\_ Site ID No. : \_\_\_\_\_

Served from facility point no.: \_\_\_\_\_

New net meter no.: \_\_\_\_\_ Date net meter installed: \_\_\_\_\_

Manual disconnect device in proper location and permanent signage in place? \_\_\_\_\_

Signature/title: \_\_\_\_\_ Date: \_\_\_\_\_

Oregon Net Metering  
Interconnection Application,  
Level 3 Review



**OREGON NET METERING INTERCONNECTION APPLICATION  
LEVEL 3 REVIEW  
CAPACITY OF 2 MW OR LESS**

**Section 1: For Pacific Power Use Only**

Customer-Generator Name: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Customer Account No. and Site ID No. \_\_\_\_\_  
Customer Phone Nos. \_\_\_\_\_  
Interconnection Agreement Received (Date): \_\_\_\_\_  
Pacific Power Inspection Needed: (Yes/No) \_\_\_\_\_  
Application fee: \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

**Section 2: To Be Completed By Customer-Generator**

**A. Applicant Information**

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Street Address (if different from above): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Daytime Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**B. System Information**

Manufacturer Name Plate AC Power Rating: \_\_\_\_\_ kW \_\_\_\_\_ kVa  
System Type (circle one): Solar Wind Hydro Other (Specify): \_\_\_\_\_  
Inverter based: (Yes/No) \_\_\_\_\_  
If Yes: Inverter Manufacturer: \_\_\_\_\_  
Inverter Model No: \_\_\_\_\_  
Inverter Serial No: \_\_\_\_\_  
Inverter Location (circle one): Indoor Outdoor  
Induction or synchronous device (Circle one)  
*(Such generation, including protection-isolation method and interconnection characteristics,  
is subject to Pacific Power Area Engineer's review and approval).*  
Self Contained Location: \_\_\_\_\_

Outdoor Manual AC Disconnect Switch Location: \_\_\_\_\_  
System Location: \_\_\_\_\_  
Anticipated Operational Date of Net Metering Facilities: \_\_\_\_\_  
(Pacific Power must be notified at least five (5) business days prior to starting operation.)

**C. Electrical Code Inspection**

The System referenced above satisfies applicable electrical code requirements.  
Inspector Name (Print): \_\_\_\_\_  
Signed (Inspector): \_\_\_\_\_  
(In lieu of the signature of the Inspector, a copy of the final Inspection Certificate may be attached)  
  
Date: \_\_\_\_\_ Municipality: \_\_\_\_\_

**D. Additional Information**

1. An equipment package will be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable IEEE and UL 1741 standards.
2. If the equipment package has been tested and listed as an integrated package, which includes a generator or other electric source, the equipment package will be deemed certified, and Pacific Power will not require any further design review, testing or additional information.
3. If the equipment package includes only the interface components (switchgears, inverters, or other interface devices), an interconnection applicant must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified and Pacific Power will not require further design review, testing or additional equipment.
4. A net metering facility must be equipped with metering equipment that can measure the flow of electricity in both directions, comply with ANSI C12.1 standards and OAR 860-023-0015. Pacific Power will install the required metering equipment at Pacific Power's expense.
5. Pacific Power will not be responsible for the cost of determining the rating of equipment owned by the customer-generator or of equipment owned by other local customers.
6. The customer may choose to submit an executed standard form interconnection agreement simultaneously with this Application.
7. Customer-generator will pay to Pacific Power at the time of application the applicable Application fee of \$100.00 plus \$2.00 per kilowatt of net metering facility's capacity; and costs of studies or additional facilities installed in order to accommodate the interconnection of the net metering facility as set forth in OAR 860-039-0045.

**E. Customer-generator Acknowledgment**

The System has been installed to my satisfaction and I have been given System warranty information, and an operation manual. Also, I have been informed as to whether my Photovoltaic or Wind System or (Other as provided by Customer-Generator) is eligible for net metering, and have been provided with a copy of Pacific Power's net metering tariff and interconnection requirements. I have also been instructed in the operation of the System by the manufacturer and/or the installer of the System.

I certify that the information provided in this Application is true. I will provide Pacific Power a copy of the signed government electrical inspection approval document when obtained, if not already provided with this Application.

I agree to abide by the terms of this Application and I agree to notify Pacific Power thirty (30) days prior to modification or replacement of the System's components or design. Any such modification or replacement may require submission of a new Application to Pacific Power.

I agree not to operate the Net Metering Facility in parallel with Pacific Power until this Application is approved by Pacific Power, until I have executed a Net Metering Agreement with Pacific Power, until I have executed an Interconnection Agreement for Net Metering Facility with Pacific Power, and until I have provided Pacific Power with at least five (5) days notice of anticipated start date is provided to Pacific Power.

Signed (Owner): \_\_\_\_\_

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

**Please send completed application to:**

Net Metering Group  
Pacific Power  
P.O. Box 400  
Portland, OR 97207

**Section 3. To be completed by Installation Contractor**

**A. Installation Contractor Information/Hardware and Installation Compliance**

Installation Contractor (Company Name): \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ Proposed Installation Date: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

For inverter-controlled system, meets IEEE Standards and UL 1741 Inverters, Converters, and Controllers for use in Independent Power Systems (January 2001)? (Yes/No)

For induction or synchronous device, meets IEEE Standard 1547 and IEEE/ANSI Standard C37.90 requirements? (Yes/No)

If Photovoltaic System, the proposed System hardware is in compliance with *Underwriters Laboratories (UL) 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems; UL 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels; and IEEE 1262-1995, IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules.*

If Photovoltaic System, System must be installed in compliance with *IEEE Standard 929-2000, Recommended Practice for Utility Interface of Photovoltaic Systems.* All System types must be installed in compliance with applicable requirements of local electrical codes, Pacific Power and the *National Electrical Code® (NEC)* and must use a non-islanding inverter as defined under *IEEE Standard 929-2000 (section 3.2 to 3.4).*

The System must include a manual, lockable, load-break (disconnect) switch, accessible at all times to Pacific Power personnel and located within 10 feet of Pacific Power's meter. The disconnect switch may be located more than 10 feet from Pacific Power's meter if permanent instructions are posted at the

meter indicating the precise location of the disconnect switch. Pacific Power must approve the location of the disconnect switch prior to the installation of the net metering facility.

Does the system include the requisite disconnect switch? (Yes/No) (Circle one)

If Yes, where is the disconnect switch located? \_\_\_\_\_

A disconnect switch is not required for an inverter-based facility for services of 600 volts or less with a maximum rating as follows:

Service Type—Maximum Net Metering Facility Size (kW)

240 Volts, Single-Phase, 3 Wire—7.2

120/208 Volts, 3-Phase, 4 Wire—10.5

120/240 Volts, 3-Phase 4 Wire—12.5

277/480, 3-Phase 4 Wire—25.0

For other service types, the net metering facility must not impact the Customer-Generator's service conductors by more than 30 amperes.

Does the system meet any of the above qualifications? (Yes/No) (Circle one)

If Yes, which qualification? \_\_\_\_\_

If the Net Metering Facility is designed to provide uninterruptible power to critical loads, either through energy storage, back-up generator, or the generation source, the Net Metering Facility will include a parallel blocking scheme for this backup source. This function may be integral to the inverter manufacturer's packaged system.

Does the Net Metering Facility include a parallel blocking scheme? (Yes/No) (Circle one).

Signed (Contractor): \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

#### Section 4. To be completed by Pacific Power Area Engineer:

##### A. Application Fees

\$ 100.00 Base  
+ \$ \_\_\_\_\_ \$2.00 x \_\_\_\_\_ kW of net metering facility's capacity

\$ \_\_\_\_\_ TOTAL APPLICATION FEE

##### B. If approving the application:

Pacific Power does not, by approval of this Application, assume any responsibility or liability for damage to property or physical injury to persons. Further, this Application does not constitute a dedication of the owner's System to Pacific Power electrical system equipment or facilities.

Customer-Generator entered into a Net Metering Agreement with Pacific Power on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Customer-Generator entered into an Interconnection Agreement for Net Metering Facility with Pacific Power on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Customer-Generator satisfactorily passed Commissioning Tests on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This Application is approved by Pacific Power on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Pacific Power Representative Name (Print): \_\_\_\_\_

Signed (Pacific Power Representative): \_\_\_\_\_

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

**C. If denying the application:**

This application is denied by Pacific Power on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the following reason(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pacific Power Representative Name (Print): \_\_\_\_\_

Signed (Pacific Power Representative): \_\_\_\_\_

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

**Section 5. To be completed by Pacific Power Meterman**

Customer Account No. \_\_\_\_\_ Site ID No. : \_\_\_\_\_

Served from facility point no.: \_\_\_\_\_

New net meter no.: \_\_\_\_\_ Date net meter installed: \_\_\_\_\_

Manual disconnect device in proper location and permanent signage in place? \_\_\_\_\_

Signature/title: \_\_\_\_\_ Date: \_\_\_\_\_

Interconnection Agreement for  
Net Metering Facility,  
Level 1 Interconnection

**INTERCONNECTION AGREEMENT FOR NET METERING FACILITY  
LEVEL 1 INTERCONNECTION  
25 KW NAMEPLATE CAPACITY OR SMALLER**

This Interconnection Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a residential customer (“Customer-Generator”), and PacifiCorp, dba Pacific Power (“Pacific Power”), a Corporation organized and existing under the laws of the State of Oregon. Customer-Generator and Pacific Power each may be referred to as a “Party”, or collectively as the “Parties”.

**Recitals:**

**Whereas**, Customer-Generator is proposing to develop a Net Metering Facility, or a generating capacity addition to an existing Net Metering Facility, consistent with the Application completed on \_\_\_\_\_; and

**Whereas**, Customer-Generator desires to interconnect the Net Metering Facility with Pacific Power’s system.

**Now, therefore**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

**Article 1.     **Scope and Limitations of Agreement****

**1.1 Scope**

The Agreement shall be used for all approved Level 1 Applications according to the procedures set forth in Oregon Administrative Rule (“OAR”) 860, Division 039 (“Rule”). The Agreement establishes standard terms and conditions approved by the Oregon Public Utility Commission (“Commission”) under which a Net Metering Facility with an Electric Nameplate Capacity of 25 kW or smaller will interconnect to, and operate in parallel with, Pacific Power’s system. Additions, deletions or changes to the standard terms and conditions of this Agreement will not be permitted unless they are mutually agreed to by the Parties or if permitted by the Rule or permitted by the Commission for good cause shown. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule and, to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

**1.2 Power Purchase**

The Agreement does not constitute an agreement to purchase or deliver Customer-Generator’s power nor does it constitute a power service agreement.

**1.3 Other Agreements**

Nothing in the Agreement is intended to affect any other agreement between Pacific Power and Customer-Generator or any other Interconnection Customer.

However, in the event that the provisions of the Agreement are in conflict with the provisions of any Pacific Power tariff, the Pacific Power tariff shall control.

#### **1.4 Responsibilities of the Parties**

- 1.4.1** The Parties shall perform all obligations of the Agreement in accordance with all applicable laws.
- 1.4.2** Customer-Generator will construct, own, operate, and maintain its Net Metering Facility in accordance with the Agreement, IEEE Standard 1547 (2003 Ed), IEEE 1547.1 (2005 Ed), the National Electric Code Standards, the Oregon state building Code, the Rule and other applicable standards required by the Commission.
- 1.4.3** Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Party's facilities, personnel and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule.
- 1.4.4** Customer-Generator shall also enter into a Net Metering Agreement with Pacific Power and obtain Pacific Power's approval of the Application prior to the operation of its interconnected Net Metering Facility.

#### **1.5 Parallel Operation and Maintenance Obligations**

Once the Net Metering Facility has been authorized to commence Parallel Operation by an approved Application, execution of a Net Metering Agreement and execution of the Interconnection Agreement, Customer-Generator will abide by all written provisions for operations and maintenance as required by the Rule and Pacific Power's tariffs.

#### **1.6 Net Metering Facility Requirements**

- 1.6.1** Customer-Generator's Net Metering Facility must be certified as complying with applicable IEEE standards and UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems (January 2001).
- 1.6.2** An equipment package will be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an

electric distribution system in compliance with the applicable codes and standards listed in OAR 860-039-0020.

- 1.6.3** If the equipment has been tested and listed in accordance with OAR 860-039-0020 as an integrated package, which includes a generator or other electric source, the equipment package will be deemed certified and Pacific Power will not require further design review, testing or additional equipment.
- 1.6.4** If the equipment package includes only the interface components (switchgear, inverters or other interface devices), Customer-Generator must demonstrate that the generator or other electric source being used with the equipment package is compatible with the equipment package and consistent with the testing and listing specific for the package. If the generator or electric source being used with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified, and Pacific Power will not require further design review, testing or additional equipment.
- 1.6.5** Customer-Generator is responsible for the cost of determining the rating of its Net Metering Facility equipment or of equipment owned by other local customers.

## **1.7 Metering**

Pacific Power shall install, own and maintain, at its sole expense, a kilowatt-hour meter(s) and associated equipment to measure the flow of energy in each direction, unless otherwise authorized by the Commission. Customer-Generator shall provide, at its sole expense, adequate facilities, including, but not limited to, a current transformer enclosure (if required), meter socket(s) and junction box, for the installation of the meter and associated equipment.

Customer-Generator hereby consents to the installation and operation by Pacific Power and at Pacific Power's expense, of one or more additional meters to monitor the flow of electricity in each direction. Such meters shall be located on the premises of Customer-Generator.

## **1.8 Power Quality**

The Customer Generator will design its Net Metering Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection that meets the requirements set forth in IEEE 1547.

## **1.9 Anticipated Start Date**

After receiving notice that the Application has been approved, Customer-Generator must notify Pacific Power of the anticipated start date at least five (5)

business days prior to the Net Metering Facility by either submitting an interconnection agreement or in a separate written notice.

**1.10 Net Metering Facility Testing and Maintenance**

As outlined in OAR 860-039-0050, Customer-Generator shall conduct maintenance and testing on its Net Metering Facilities.

**1.10.1** Customer-Generator shall conduct an annual test, at its expense, in which the Net Metering Facility is disconnected from Pacific Power's system to ensure that the inverter stops delivering power to the grid.

**1.10.2** Customer-Generator shall conduct any manufacturer-recommended testing or maintenance at its expense.

**1.10.3** Customer-Generator shall conduct any post-installation testing, at its expense, necessary to ensure compliance with IEEE standards or to ensure safety. This includes replacing a major equipment component that is different from the originally installed model.

**1.10.4** Customer-Generator must maintain any records of maintenance or testing in accordance with OAR 860-039-0050, it must retain written records documenting the maintenance and results of the testing for seven (7) years.

**1.10.5** Pacific Power shall have the right to inspect Customer-Generator's facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to Customer-Generator. If Pacific Power discovers that the Net Metering Facility is not in compliance with the Rule, Pacific Power may require Customer-Generator to disconnect the Net Metering Facility until compliance is achieved.

**Article 2. Inspection, Testing, Authorization, and Right of Access**

**2.1 Equipment Testing and Inspection**

Customer-Generator will test and inspect its Net Metering Facility and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 and 1547.1 Standards. Customer-Generator shall not begin operation of the Net Metering Facility until satisfactory completion of the inspection.

**2.2 Disconnect Switch**

Except as provided for in OAR 860-039-0015, Customer-Generator must install and maintain a manual disconnect switch that will disconnect the Net Metering Facility from Pacific Power's system. The disconnect switch must be a lockable, load-break switch that plainly indicates whether it is in the open or closed position. The disconnect switch must be readily accessible to Pacific Power at all times and located within ten (10) feet of Pacific Power's meter.

### **2.3 Right of Access**

As provided in OAR 860-039-0015, Pacific Power shall have access to any required disconnect switch and metering equipment of the Net Metering Facility at all times. Pacific Power will provide reasonable notice to Customer-Generator when possible prior to using the right of access.

## **Article 3. Effective Date, Term, Termination and Disconnection**

### **3.1 Effective Date**

The Agreement shall become effective upon execution by the Parties.

### **3.2 Term of Agreement**

The Agreement will become effective on the Effective Date and will remain in effect for unless terminated in accordance with provisions of this Agreement, or Order by the Commission.

### **3.3 Termination**

No termination will become effective until the Parties have complied with all applicable laws and clauses of this Agreement applicable to such termination.

**3.3.1** Customer-Generator may terminate this Agreement at any time by giving Pacific Power twenty (20) Business Days written notice.

**3.3.2** Either Party may terminate this Agreement after default pursuant to Article 5.6 of this Agreement.

**3.3.3** The Commission may Order termination of this Agreement.

**3.3.4** Upon termination of this Agreement, the Net Metering Facility will be disconnected from Pacific Power's system at Customer-Generator's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination.

**3.3.5** The provisions of this Article shall survive termination or expiration of this Agreement.

### **3.4 Temporary Disconnection**

Pacific Power or Customer-Generator may temporarily disconnect the Net Metering Facility from Pacific Power's system for so long as reasonably necessary in the event one or more of the following conditions or events occurs:

**3.4.1** Under emergency conditions, Pacific Power or Customer-Generator may immediately suspend interconnection service and temporarily disconnect the Net Metering Facility. Pacific Power shall notify Customer-Generator promptly when Pacific Power becomes aware of an emergency condition

that may reasonably be expected to affect the Net Metering Facility operation. Customer-Generator shall notify Pacific Power promptly when Customer-Generator becomes aware of an emergency condition that may reasonably be expected to affect Pacific Power's system. To the extent the information is known, the notification shall describe the emergency condition, the extent of any damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, the anticipated duration, and the necessary corrective action.

- 3.4.2 If the Net Metering Facility must be physically disconnected for any reason, Pacific Power may do so by disconnecting all service to the Customer-Generator and/or all service to the premises where the Net Metering Facility is located.
- 3.4.3 Parties will make reasonable efforts to provide two (2) Business Days notice prior to interruption caused by routine maintenance or construction and repair to the Net Metering Facility or Pacific Power's system and shall use reasonable efforts to coordinate such interruption.
- 3.4.4 Pacific Power shall use reasonable efforts to provide Customer-Generator with prior notice of forced outages to effect immediate repairs to Pacific Power's system. If prior notice is not given, Pacific Power, shall, upon request, provide Customer-Generator written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.5 Customer-Generator must provide Pacific Power notice and obtain Pacific Power's written approval before Customer-Generator may modify its Net Metering Facility in any way. If Customer-Generator makes any change without prior written authorization of Pacific Power, Pacific Power will have the right to temporarily disconnect the Net Metering Facility until Pacific Power has had an opportunity to review the changes made to determine whether they are acceptable. Customer-Generator shall pay for any system modifications or other equipment deemed necessary by Pacific Power to accommodate the modified Net Metering Facility and shall pay for any System Impact Study or Interconnection Facilities Study deemed necessary by Pacific Power.
- 3.4.6 The Parties shall cooperate with each other to restore the Net Metering Facility, Interconnection Facilities, and Pacific Power's system to its normal operating state as soon as reasonably practicable following any disconnection pursuant to Section 3.4.

**Article 4. Cost Responsibility**

Customer-Generator shall bear the cost of any facilities, equipment, modifications and upgrades as required by the Rule.

#### **4.1 Interconnection Equipment**

Customer-Generator shall be responsible for all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its Net Metering Facility.

### **Article 5. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages and Default**

#### **5.1 Assignment**

This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice, and with the opportunity to object by the other Party.

**5.1.1** Either Party may assign the Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

**5.1.2** Customer-Generator shall have the right to assign the Agreement, without the consent of Pacific Power, for collateral security purposes to aid in providing financing for the Net Metering Facility. For Small Generator systems that are integrated into a building facility, the sale of the building or property will result in automatic transfer of this Agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.

**5.1.3** Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as Customer-Generator.

#### **5.2 Limitation of Liability and Consequential Damages**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as mutually agreed to and authorized by the Agreement.

#### **5.3 Statutory Limitation of Liability**

This Agreement shall in no way limit Pacific Power's ability to rely on the protection from liability provided by ORS 757.300(4)(C).

## **5.4 Indemnity**

- 5.4.1** This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 5.2 of the Agreement.
- 5.4.2** The Parties shall at all times indemnify, defend, and hold the other Party 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 all other obligations by or to third parties, arising out of or resulting from the other Party's actions or failure to meet its obligations under the Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 5.4.3** If an indemnified person is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such a claim, such indemnified person may, at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.4.4** If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this Article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 5.4.5** Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

## **5.5 Consequential Damages**

Neither Party shall be liable under any provision of the Agreement for any losses, 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.

## **5.6 Force Majeure**

**5.6.1** As used in this Agreement, a Force Majeure Event shall mean “any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or wrongdoing.”

**5.6.2** If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (“Affected Party”) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it shall be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make monetary payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by Rule that the Rule does not permit the Parties to mutually waive.

## **5.7 Default**

**5.7.1** No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in Article 6, or the result of an act or omission of the other Party. Upon a default, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in 5.6.2 of the Agreement, the defaulting Party shall have sixty (60) calendar days from the receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within sixty (60) calendar days, the defaulting Party shall commence such cure within twenty (20) calendar days after notice and continuously and diligently complete such cure within six (6) months from receipt of the default

notice; and, if cured within such time, the default specified in such notice shall cease to exist.

- 5.7.2** If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate the Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates the Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or equity. Alternately, the non-defaulting Party shall have the right to seek dispute resolution with the Commission in lieu of termination. The provisions of this Article will survive termination of the Agreement.

**Article 6. Insurance**

General Liability Insurance is not required as a part of the Agreement if the Net Metering Facility is in compliance with ORS 757.300(4)(a) & (b) and the safety standards contained in OAR 860-039.

**Article 7. Dispute Resolution**

- 7.1** Nothing in this Article shall restrict the rights of any Party to file a Complaint with the Commission under relevant provisions of the applicable state law.
- 7.2** Pursuit of dispute resolution may not affect a Customer-Generator with regard to consideration of an Interconnection Request or a Customer-Generator's queue position.

**Article 8. Miscellaneous**

**8.1 Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. As amended from time to time, the Oregon Revised Statutes ("ORS"), the Oregon Administrative Rules ("OAR"), and Pacific Power's Oregon tariffs on file with the Commission ("Tariffs") are incorporated by reference and regulate this Agreement. In the event of any conflict between this Agreement and the ORS, OAR and Pacific Power Tariffs (collectively "Governing Law"), the Governing Law shall control. Pacific Power shall furnish applicable provisions of the ORS, OAR and its Tariffs upon request from Customer-Generator. The Agreement is subject to all applicable laws. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

## **8.2 Amendment**

The Parties may amend the Agreement by a written instrument duly executed by both Parties in accordance with the provisions of the Rule, applicable Commission Orders and provisions of the laws of the State of Oregon.

## **8.3 No Third Party Beneficiaries**

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, or where permitted, their successors in interest and their assigns.

## **8.4 Waiver**

**8.4.1** The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement, will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

**8.4.2** The Parties may also agree to mutually waive a Section of this Agreement without the Commission's approval where the Section of the Agreement expressly so provides.

**8.4.3** Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of the Agreement. Any request for waiver of the Agreement or any provisions thereof shall be provided in writing.

## **8.5 Entire Agreement**

The Agreement, including any supplementary attachments that may be necessary, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under the Agreement.

## **8.6 Multiple Counterparts**

The Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

## **8.7 No Partnership**

The Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party

shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

#### **8.8 Severability**

If any provision or portion of the Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of the Agreement shall remain in full force and effect.

#### **8.9 Subcontractors**

Nothing in the Agreement shall prevent a Party from using the services of any subcontractor, or designating a third party agent as the one responsible for a specific obligation or act required in the Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under the Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of the Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of the subcontractor.

**8.9.1** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under the Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by the Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

**8.9.2** The obligations under this Article will not be limited in any way by any limitation of a subcontractor's insurance.

### **Article 9. Notices and Records**

#### **9.1 General**

Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, sent by first class mail, postage prepaid, or by electronic mail if an electronic mail address is provided below, to the person specified below:

**If to Customer-Generator:**

Customer-Generator: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**If to Pacific Power:**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**9.2 Records**

Pacific Power will maintain a record of the Interconnection Agreement and related Attachments, if any, for as long as the interconnection is in place. Pacific Power will provide a copy of these records to Customer-Generator within fifteen (15) Business Days, upon written request.

**9.3 Billing and Payment**

Billings and payments shall be sent to the addresses below (complete if different from Section 9.1 above):

**If to Customer-Generator:**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**If to Pacific Power:**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**9.4 Designated Operating Representative**

The Parties will designate one operating representative each to conduct the communications that may be necessary or convenient for the administration of the operations provisions of the Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different from Section 9.1 above):

**Customer-Generator's Operating Representative:**

Name: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**Pacific Power's Operating Representative:**

Name: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**9.5 Changes to the Notice Information**

Either Party may change this notice information by giving five (5) business days written notice prior to the effective date of the change.

**Article 10. Signatures**

**IN WITNESSETH WHEREOF**, the Parties have caused the Agreement to be executed by their respective duly authorized representatives.

**For Pacific Power:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**For the Customer Generator:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Interconnection Agreement for  
Net Metering Facility,  
Level 2 Interconnection

**INTERCONNECTION AGREEMENT FOR NET METERING FACILITY  
LEVEL 2 INTERCONNECTION  
UP TO 2 MW NAMEPLATE CAPACITY**

This Interconnection Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, a non-residential customer (“Customer-Generator”), and PacifiCorp, dba Pacific Power (“Pacific Power”), a Corporation organized and existing under the laws of the State of Oregon. Customer-Generator and Pacific Power each may be referred to as a “Party”, or collectively as the “Parties”.

**Recitals:**

**Whereas**, Customer-Generator is proposing to develop a Net Metering Facility, or a generating capacity addition to an existing Net Metering Facility, consistent with the Application completed on \_\_\_\_\_;

**Whereas**, Customer-Generator desires to interconnect the Net Metering Facility with Pacific Power’s system.

**Now, therefore**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

**Article 1.     **Scope and Limitations of Agreement****

**1.1 Scope**

The Agreement shall be used for all approved Level 2 Applications according to the procedures set forth in Oregon Administrative Rule (“OAR”) 860, Division 039 (“Rule”). The Agreement establishes standard terms and conditions approved by the Oregon Public Utility Commission (“Commission”) under which the Net Metering Facility with an Electric Nameplate Capacity of 2 MW or smaller will interconnect to, and operate in parallel with, Pacific Power’s system. Additions, deletions or changes to the standard terms and conditions of this Agreement will not be permitted unless they are mutually agreed to by the Parties or permitted by the Rule or permitted by the Commission for good cause shown. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule and, to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

**1.2 Power Purchase**

The Agreement does not constitute an agreement to purchase or deliver Customer-Generator’s power nor does it constitute a power service agreement.

### **1.3 Other Agreements**

Nothing in this Agreement is intended to affect any other agreement between Pacific Power and Customer-Generator or any other Interconnection Customer. However, in the event that the provisions of the Agreement are in conflict with the provisions of any Pacific Power tariff, the Pacific Power tariff shall control.

### **1.4 Responsibilities of the Parties**

**1.4.1** The Parties shall perform all obligations of the Agreement in accordance with all applicable laws.

**1.4.2** Customer-Generator will construct, own, operate, and maintain its Net Metering Facility in accordance with the Agreement, IEEE Standard 1547 (2003 Ed), IEEE 1547.1 (2005 Ed), the National Electrical Code Standards, the Rule, the Oregon state building code and other applicable standards required by the Commission.

**1.4.3** Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Party's facilities, personnel and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule.

**1.4.4** Customer-Generator shall also enter into a Net Metering Agreement with Pacific Power and obtain Pacific Power's approval of the Application prior to the operation of its interconnected Net Metering Facility.

### **1.5 Parallel Operation and Maintenance Obligations**

Once the Net Metering Facility has been authorized to commence Parallel Operation by an approved Application, execution of a Net Metering Agreement and execution of the Interconnection Agreement, Customer-Generator will abide by all written provision for operations and maintenance as required by the Rule and Pacific Power's tariffs.

### **1.6 Net Metering Facility Requirements**

**1.6.1** Customer-Generator's Net Metering Facility must be certified as complying with applicable IEEE standards and UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems (January 2001).

**1.6.2** An equipment package will be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally

recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in OAR 860-039-0020.

- 1.6.3** If the equipment has been tested and listed in accordance with OAR 860-039-0020 as an integrated package, which includes a generator or other electric source, the equipment package will be deemed certified and Pacific Power will not require further design review, testing or additional equipment.
- 1.6.4** If the equipment package includes only the interface components (switchgear, inverters or other interface devices), Customer-Generator must demonstrate that the generator or other electric source being used with the equipment package is compatible with the equipment package and consistent with the testing and listing specific for the package. If the generator or electric source being used with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified, and Pacific Power will not require further design review, testing or additional equipment.
- 1.6.5** Customer-Generator is responsible for the cost of determining the rating of its Net Metering Facility equipment or of equipment owned by other local customers.

## **1.7 Metering**

Pacific Power shall install, own and maintain, at its sole expense, a kilowatt-hour meter(s) and associated equipment to measure the flow of energy in each direction, unless otherwise authorized by the Commission. Customer-Generator shall provide, at its sole expense, adequate facilities, including, but not limited to, a current transformer enclosure (if required), meter socket(s) and junction box, for the installation of the meter and associated equipment.

Customer-Generator hereby consents to the installation and operation by Pacific Power and at Pacific Power's expense, of one or more additional meters to monitor the flow of electricity in each direction. Such meters shall be located on the premises of Customer-Generator.

## **1.8 Power Quality**

Customer-Generator will design its Net Metering Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection that meets the requirements set forth in IEEE 1547.

### **1.9 Anticipated Start Date**

After receiving notice that the Application has been approved, Customer-Generator must notify Pacific Power of the anticipated start date at least ten (10) Business Days prior to the Net Metering Facility by either submitting an interconnection agreement or in a separate written notice.

### **1.10 Net Metering Facility Testing and Maintenance**

As outlined in OAR 860-039-0050, Customer-Generator shall conduct maintenance and testing on its Net Metering Facilities.

**1.10.1** Customer-Generator shall conduct an annual test, at its expense, in which the Net Metering Facility is disconnected from Pacific Power's system to ensure that the inverter stops delivering power to the grid.

**1.10.2** Customer-Generator shall conduct any manufacturer-recommended testing or maintenance at its expense.

**1.10.3** Customer-Generator shall conduct any post-installation testing, at its expense, necessary to ensure compliance with IEEE standards or to ensure safety. This includes replacing a major equipment component that is different from the originally installed model.

**1.10.4** Customer-Generator must maintain any records of maintenance or testing in accordance with OAR 860-039-0050, it must retain written records documenting the maintenance and results of the testing for seven (7) years.

**1.10.5** Pacific Power shall have the right to inspect Customer-Generator's facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to Customer-Generator. If Pacific Power discovers that the Net Metering Facility is not in compliance with the Rule, Pacific Power may require Customer-Generator to disconnect the Net Metering Facility until compliance is achieved.

## **Article 2. Inspection, testing, Authorization, and Right of Access**

### **2.1 Initial Review and Additional Review**

In accordance with OAR 480-039-0035(3), Pacific Power will conduct an initial review of the proposed interconnection. If the initial review determines that the Net Metering Facility fails to meet one or more applicable requirements, but additional review may enable Pacific Power to determine that the Net Metering Facility may be interconnected consistent with safety, reliability and power quality standards, Pacific Power will offer to perform the additional review to determine whether minor modification to the electric distribution system would enable the interconnection to be made consistent with safety, reliability and power quality standards. In this instance, Pacific Power will provide Customer-Generator with a good faith, non-binding estimate of costs of such additional

review and minor modifications. Pacific Power will conduct additional review and make minor modifications after receipt of payment from Customer-Generator.

## **2.2 Equipment Testing and Inspection**

Pacific Power will test and inspect the Net Metering Facility and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 Standards as provided for in OAR 860-039-0035. Additionally, Pacific Power will arrange for witness of commissioning tests as set forth in IEEE standards and/or the Rule. Customer-Generator shall not begin operation of its Net Metering Facility until after inspection and testing is completed.

## **2.3 Disconnect Switch**

Except as provided for in OAR 860-039-0015, Customer-Generator must install and maintain a manual disconnect switch that will disconnect the net metering facility from Pacific Power's system. The disconnect switch must be a lockable, load-break switch that plainly indicates whether it is in the open or closed position. The disconnect switch must be readily accessible to Pacific Power at all times and located within ten (10) feet of Pacific Power's meter.

## **2.4 Right of Access**

As provided in OAR 860-039-0015, Pacific Power shall have access to any required disconnect switch and metering equipment of the Net Metering Facility at all times. Pacific Power will provide reasonable notice to Customer-Generator when possible prior to using the right of access.

# **Article 3. Effective Date, Term, Termination and Disconnection**

## **3.1 Effective Date**

The Agreement shall become effective upon execution by the Parties.

## **3.2 Term of Agreement**

The Agreement will become effective on the Effective Date and will remain in effect unless terminated in accordance with provisions of this Agreement, or Order by the Commission.

## **3.3 Termination**

No termination will become effective until the Parties have complied with all applicable laws and clauses of this Agreement applicable to such termination.

**3.3.1** Customer-Generator may terminate this Agreement at any time by giving Pacific Power twenty (20) Business Days written notice.

**3.3.2** Either Party may terminate this Agreement after default pursuant to Article 5.6 of this Agreement.

**3.3.3** The Commission may Order termination of this Agreement.

**3.3.4** Upon termination of this Agreement, the Net Metering Facility will be disconnected from Pacific Power's system at Customer-Generator's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination.

**3.3.5** The provisions of this Article shall survive termination or expiration of this Agreement.

### **3.4 Temporary Disconnection**

Pacific Power or Customer-Generator may temporarily disconnect the Net Metering Facility from Pacific Power's system for so long as reasonably necessary in the event one or more of the following conditions or events occurs:

**3.4.1** Under emergency conditions, Pacific Power or Customer-Generator may immediately suspend interconnection service and temporarily disconnect the Net Metering Facility. Pacific Power shall notify Customer-Generator promptly when Pacific Power becomes aware of an emergency condition that may reasonably be expected to affect the Net Metering Facility operation. Customer-Generator shall notify Pacific Power promptly when Customer-Generator becomes aware of an emergency condition that may reasonably be expected to affect Pacific Power's system. To the extent the information is known, the notification shall describe the emergency condition, the extent of any damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, the anticipated duration, and the necessary corrective action.

**3.4.2** If the Net Metering Facility must be physically disconnected for any reason, Pacific Power may do so by disconnecting all service to the Customer-Generator and/or all service to the premises where the Net Metering Facility is located.

**3.4.3** Parties will make reasonable efforts to provide two (2) business days notice prior to interruption caused by routine maintenance or construction and repair to the Net Metering Facility or Pacific Power's system and shall use reasonable efforts to coordinate such interruption.

**3.4.4** Pacific Power shall use reasonable efforts to provide Customer-Generator with prior notice of forced outages to effect immediate repairs to Pacific Power's system. If prior notice is not given, Pacific Power, shall, upon request, provide Customer-Generator written documentation after the fact explaining the circumstances of the disconnection.

**3.4.5** Customer-Generator must provide Pacific Power notice and obtain Pacific Power's written approval before Customer-Generator may modify its Net

Metering Facility in any way. If Customer-Generator makes any change without prior written authorization of Pacific Power, Pacific Power will have the right to temporarily disconnect the Net Metering Facility until Pacific Power has had an opportunity to review the changes made to determine whether they are acceptable. Customer-Generator shall pay for any system modifications or other equipment deemed necessary by Pacific Power to accommodate the modified Net Metering Facility and shall pay for any System Impact Study or Interconnection Facilities Study deemed necessary by Pacific Power.

- 3.4.6** The Parties shall cooperate with each other to restore the Net Metering Facility, Interconnection Facilities, and Pacific Power's system to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this section.

**Article 4. Cost Responsibility and Billing**

**4.1 Application Fee**

Customer-Generator shall bear the cost of any Application fee provided for in OAR 860-039-0045.

**4.2 Net Metering Facility and Interconnection Equipment**

Customer-Generator shall be responsible for all costs including overheads, associated with procuring, installing, owning, operating, maintaining, repairing, and replacing its Net Metering Facility, any associated equipment package, and any associated interconnection equipment or interconnection facilities required to be installed on Customer-Generator's side of the point of interconnection.

**4.3 Minor Modifications**

If, under Section 2.1 of the Agreement, additional review is made and minor modifications to the electric distribution system are required to enable the interconnection to be made consistent with safety, reliability and power quality standards, then Customer-Generator shall be responsible for the cost to procure, install, construct, operate, maintain, repair and replace any such minor modifications.

**4.4 Deposit**

Before Pacific Power procures, constructs or installs any minor modification required to accommodate the interconnection of the Net Metering Facility under this Agreement, Pacific Power may require that Customer-Generator pay a deposit of the estimated cost of procuring, installing and constructing such minor modifications.

**4.5 Payment**

Pacific Power may require progress payments from Customer-Generator or Pacific Power may wait until construction and installation of all required minor

modifications is complete and the total actual cost of such minor modifications is established and then provide Customer-Generator with a statement indicating whether actual cost was more or less than the deposit paid by Customer-Generator. If actual costs exceed the deposit, Pacific Power will invoice Customer-Generator for the balance and Customer-Generator shall pay any such invoice within 30 days of receipt. If actual costs are less than the deposit, Pacific Power will refund the difference to Customer-Generator.

**Article 5. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages and Default**

**5.1 Assignment**

This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice, and with the opportunity to object by the other Party.

**5.1.1** Either Party may assign the Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

**5.1.2** Customer-Generator shall have the right to assign the Agreement, without the consent of Pacific Power, for collateral security purposes to aid in providing financing for the Net Metering Facility. For Net Metering systems that are integrated into a building facility, the sale of the building or property will result in automatic transfer of this Agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.

**5.1.3** Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as Customer-Generator.

**5.2 Limitation of Liability and Consequential Damages**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in the performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as mutually agreed to and authorized by the Agreement.

**5.3 Statutory Limitation of Liability**

This Agreement shall in no way limit Pacific Power's ability to rely on the protection from liability provided by ORS 757.300(4)(C).

## **5.4 Indemnity**

- 5.4.1** This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 5.2 of the Agreement.
- 5.4.2** The Parties shall at all times indemnify, defend, and hold the other Party 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 all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under its Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 5.4.3** If an indemnified person is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.4.4** If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.
- 5.4.5** Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

## **5.5 Consequential Damages**

Neither Party shall be liable under any provision of the Agreement for any losses, 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.

## **5.6 Force Majeure**

**5.6.1** As used in this Agreement, a Force Majeure Event shall mean “any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or wrongdoing.”

**5.6.2** If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (“Affected Party”) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by Rule that the Rule does not permit the Parties to mutually waive.

## **5.7 Default**

**5.7.1** No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a default, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Section 5.6.2 of the Agreement, the defaulting Party shall have sixty (60) calendar days from the receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within sixty (60) calendar days, the defaulting Party shall commence such cure within twenty (20) calendar days after notice and continuously and diligently complete such cure within six (6) months from receipt of the default

notice; and, if cured within such time, the default specified in such notice shall cease to exist.

- 5.7.2** If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate the Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates the Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or equity. The provisions of this Article will survive termination of the Agreement.

**Article 6. Insurance**

General Liability Insurance is not required as a part of the Agreement if the Net Metering Facility is in compliance with ORS 757.300(4)(a) & (b) and the safety standards contained in OAR 860-039.

**Article 7. Dispute Resolution**

- 7.1** Nothing in this Article shall restrict the rights of any Party to file a Complaint with the Commission under relevant provisions of the applicable state law.
- 7.2** Pursuit of dispute resolution may not affect a Customer-Generator with regard to consideration of an Interconnection Request or a Customer-Generator's queue position.

**Article 8. Miscellaneous**

**8.1 Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. As amended from time to time, the Oregon Revised Statutes ("ORS"), the Oregon Administrative Rules ("OAR"), and Pacific Power's Oregon tariffs on file with the Commission ("Tariffs") are incorporated by reference and regulate this Agreement. In the event of any conflict between this Agreement and the ORS, OAR and Pacific Power Tariffs (collectively "Governing Law"), the Governing Law shall control. Pacific Power shall furnish applicable provisions of the ORS, OAR and its Tariffs upon request from Customer-Generator. The Agreement is subject to all applicable laws. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

## **8.2 Amendment**

The Parties may amend the Agreement by a written instrument duly executed by both Parties in accordance with the provisions of the Rule and applicable Commission Orders and provisions of the laws of the State of Oregon.

## **8.3 No Third Party Beneficiaries**

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, or where permitted, their successors in interest and their assigns.

## **8.4 Waiver**

**8.4.1** The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement, will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

**8.4.2** The Parties may also agree to mutually waive a Section of this Agreement without the Commission's approval where the Section of the Agreement expressly so provides.

**8.4.3** Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of the Agreement. Any request for waiver of the Agreement or any provisions thereof shall be provided in writing.

## **8.5 Entire Agreement**

The Agreement, including any supplementary attachments that may be necessary, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under the Agreement.

## **8.6 Multiple Counterparts**

The Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

## **8.7 No Partnership**

The Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party

shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

#### **8.8 Severability**

If any provision or portion of the Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of the Agreement shall remain in full force and effect.

#### **8.9 Subcontractors**

Nothing in the Agreement shall prevent a Party from using the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in the Agreement (collectively “subcontractors”), as it deems appropriate to perform its obligations under the Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of the Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of the subcontractor.

**8.9.1** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under the Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by the Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

**8.9.2** The obligations under this Article will not be limited in any way by any limitation of a subcontractor’s insurance.

### **Article 9. Notices and Records**

#### **9.1 General**

Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

**If to Customer-Generator:**

Customer-Generator: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**If to Pacific Power:**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**9.2 Records**

Pacific Power will maintain a record of the Interconnection Agreement and related Attachments, if any, for as long as the interconnection is in place. Pacific Power will provide a copy of these records to Customer-Generator within fifteen (15) Business Days upon written request.

**9.3 Billing and Payment**

Billings and payments shall be sent to the addresses below (complete if different from Section 9.1 above):

**If to Customer-Generator:**

Customer-Generator: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**If to Pacific Power:**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**9.4 Designated Operating Representative**

The Parties will designate one operating representative each to conduct the communications that may be necessary or convenient for the administration of the operations provisions of the Agreement. This person will also serve as the point of

contact with respect to operations and maintenance of the Party's facilities (complete if different from Section 9.1 above):

**Customer-Generator's Operating Representative:**

Name: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**Pacific Power's Operating Representative:**

Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**9.5 Changes to the Notice Information**

Either Party may change this notice information by giving five (5) business days written notice prior to the effective date of the change.

**Article 10. Signatures**

IN WITNESSETH WHEREOF, the Parties have caused the Agreement to be executed by their respective duly authorized representatives.

**For Pacific Power:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**For the Customer Generator:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Interconnection Agreement for  
Net Metering Facility,  
Level 3 Interconnection

**INTERCONNECTION AGREEMENT FOR NET METERING FACILITY  
LEVEL 3 INTERCONNECTION  
UP TO 2 MW NAMEPLATE CAPACITY**

This Interconnection Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and a non-residential customer (“Customer-Generator”), and PacifiCorp, dba Pacific Power (“Pacific Power”), a Corporation organized and existing under the laws of the State of Oregon. Customer-Generator and Pacific Power each may be referred to as a “Party”, or collectively as the “Parties”.

**Recitals:**

**Whereas**, Customer-Generator is proposing to develop a Net Metering Facility, or a generating capacity addition to an existing Net Metering Facility, consistent with the Application completed on \_\_\_\_\_; and

**Whereas**, Customer-Generator desires to interconnect the Net Metering Facility with Pacific Power’s system.

**Now, therefore**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

**Article 1.     **Scope and Limitations of Agreement****

**1.1 Scope**

The Agreement shall be used for all Level 3 Applications according to the procedures set forth in Oregon Administrative Rule (“OAR”) 860, Division 039 (“Rule”). The Agreement establishes standard terms and conditions approved by the Oregon Public Utility Commission (“Commission”) under which the Net Metering Facility with an Electric Nameplate Capacity of 2 MW or smaller will interconnect to, and operate in parallel with, Pacific Power’s system. Additions, deletions or changes to the standard terms and conditions of an Interconnection Agreement will not be permitted unless they are mutually agreed to by the Parties or permitted by the Rule or permitted by the Commission for good cause shown. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule and, to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

**1.2 Power Purchase**

The Agreement does not constitute an agreement to purchase or deliver Customer-Generator’s power nor does it constitute a power service agreement.

### **1.3 Other Agreements**

Nothing in this Interconnection Agreement is intended to affect any other agreement between Pacific Power and Customer-Generator or any other Interconnection Customer. However, in the event that the provisions of the agreement are in conflict with the provisions of any Pacific Power tariff, the Pacific Power tariff shall control.

### **1.4 Responsibilities of the Parties**

**1.4.1** The Parties shall perform all obligations of the Agreement in accordance with all applicable laws.

**1.4.2** Customer-Generator will construct, own, operate, and maintain its Net Metering Facility in accordance with the Agreement, IEEE Standards, National Electric Code Standards, Oregon state building codes, the Rule, and other applicable standards required by the Commission.

**1.4.3** Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Party's facilities, personnel and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule.

**1.4.4** Customer-Generator shall also enter into a Net Metering Agreement with Pacific Power and obtain Pacific Power's approval of the Application prior to the operation of its interconnected Net Metering Facility.

### **1.5 Parallel Operation and Maintenance Obligations**

Once the Net Metering Facility has been authorized to commence Parallel Operation by an approved Application, execution of a Net Metering Agreement and execution of the Interconnection Agreement, Customer-Generator will abide by all written provisions for operations and maintenance as required by the Rule and Pacific Power's tariffs.

### **1.6 Results of Impact Study <<section to be filled in upon completion of Impact Study, resulting in need for Minor or Substantial Modifications>>**

Pacific Power completed the Impact Study on \_\_\_\_\_, 20\_\_\_. The Impact Study shows the following Minor Modifications/ Substantial Modifications (Pacific Power to circle appropriate option) are necessary to Customer-Generator's Net Metering Facility prior to interconnecting with Pacific Power's system:

<<Insert description of necessary Minor Modifications or Substantial Modifications.>>

Pacific Power estimates, in good faith, that these Minor Modifications/ Substantial Modifications (Pacific Power to circle appropriate option) will cost \$ \_\_\_\_\_. This is a non-binding estimate. <<provide break down of costs, if possible.>> Customer-Generator shall pay the actual installed cost of the Minor Modifications or Substantial Modifications needed to interconnect the Net Metering Facility to Pacific Power's system.

**1.7 Results of Interconnection Facilities Study** << to be filled in upon completion of Interconnection Facilities Study, if one is conducted. Otherwise, the text should read "This Section intentionally left blank.">>

Pacific Power completed the Interconnection Facilities Study on \_\_\_\_\_, 20\_\_\_. The Interconnection Facilities Study shows the following conditions and facilities are necessary for Customer-Generator's Net Metering Facility to safely interconnect to Pacific Power's system:

<<Insert description of necessary conditions and facilities.>>

Pacific Power estimates, in good faith, that these modifications will cost \$ \_\_\_\_\_. This is a non-binding estimate. <<provide break down of costs, if possible.>> Customer-Generator shall pay the actual installed cost of the facilities needed to interconnect as identified in the Interconnection Facilities Study. Pacific Power estimates these facilities can be installed by \_\_\_\_\_, 20\_\_.

**1.8 Metering**

Pacific Power shall install, own and maintain, at its sole expense, a kilowatt-hour meter(s) and associated equipment to measure the flow of energy in each direction, unless otherwise authorized by the Commission. Customer-Generator shall provide, at its sole expense, adequate facilities, including, but not limited to, a current transformer enclosure (if required), meter socket(s) and junction box, for the installation of the meter and associated equipment.

Customer-Generator hereby consents to the installation and operation by Pacific Power and at Pacific Power's expense, of one or more additional meters to monitor the flow of electricity in each direction. Such meters shall be located on the premises of Customer-Generator.

**1.9 Power Quality**

Customer-Generator will design its Net Metering Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection that meets the requirements set forth in IEEE 1547.

**1.10 Anticipated Start Date**

Customer-Generator shall execute the Agreement at least ten (10) business days prior to the start of operation of the Net Metering Facility.

**1.11 Net Metering Facility Testing and Maintenance**

As outlined in OAR 860-039-0050, Customer-Generator shall conduct maintenance and testing.

**1.11.1** Customer-Generator shall conduct an annual test, at its expense, in which the Net Metering Facility is disconnected from Pacific Power's system to ensure that the inverter stops delivering power to the grid.

**1.11.2** Customer-Generator shall conduct any manufacturer-recommended testing or maintenance at its expense.

**1.11.3** Customer-Generator shall conduct any post-installation testing, at its expense, necessary to ensure compliance with IEEE standards or to ensure safety. This includes replacing a major equipment component that is different from the originally installed model.

**1.11.4** Customer-Generator must maintain any records of maintenance or testing in accordance with OAR 860-039-0050, it must retain written records documenting the maintenance and results of the testing for seven (7) years.

**1.11.5** Pacific Power shall have the right to inspect Customer-Generator's facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to Customer-Generator. If Pacific Power discovers that the Net Metering Facility is not in compliance with the Rule, Pacific Power may require Customer-Generator to disconnect the Net Metering Facility until compliance is achieved.

**Article 2.      Inspection, testing, Authorization, and Right of Access**

**2.1 Equipment Testing and Inspection**

Within fifteen (15) business days after notice from Customer-Generator that the Net Metering Facility has been installed, Pacific Power will inspect the Net Metering Facility and will arrange to witness any commissioning tests required under IEEE standards and/or the Rule. Pacific Power and Customer-Generator will select a date by mutual agreement for Pacific Power to witness the commissioning tests.

If the Net Metering Facility satisfactorily passes the required commissioning tests, Pacific Power shall notify Customer-Generator within three (3) business days after the tests that either the interconnection is approved and the facility may begin operation or the interconnection facilities study identified necessary construction that has not been completed, the date upon which the construction

will be completed and the date when the net metering facility may begin operation or state any other reason why the commissioning tests are not satisfactory.

If the commissioning tests are not satisfactory, Customer-Generator will repair or replace the unsatisfactory equipment and/or otherwise address any problems and reschedule a commissioning test.

## **2.2 Disconnect Switch**

Except as provided for in OAR 860-039-0015, Customer-Generator must install and maintain a manual disconnect switch that will disconnect the net metering facility from Pacific Power's system. The disconnect switch must be a lockable, load-break switch that plainly indicates whether it is in the open or closed position. The disconnect switch must be readily accessible to Pacific Power at all times and located within ten (10) feet of Pacific Power's meter.

## **2.3 Right of Access**

As provided in OAR 860-039-0015, Pacific Power shall have access to any required disconnect switch and metering equipment of the Net Metering Facility at all times. Pacific Power will provide reasonable notice to Customer-Generator when possible prior to using its right of access.

# **Article 3. Effective Date, Term, Termination and Disconnection**

## **3.1 Effective Date**

The Agreement shall become effective upon execution by the Parties.

## **3.2 Term of Agreement**

The Agreement will become effective on the Effective Date and will remain in effect unless terminated in accordance with provisions of this Agreement, or Order by the Commission.

## **3.3 Termination**

No termination will become effective until the Parties have complied with all applicable laws and clauses of this Agreement applicable to such termination.

**3.3.1** Customer-Generator may terminate this Agreement at any time by giving Pacific Power twenty (20) Business Days written notice.

**3.3.2** Either Party may terminate this Agreement after default pursuant to Article 5.6 of this Agreement.

**3.3.3** The Commission may Order termination of this Agreement.

**3.3.4** Upon termination of this Agreement, the Net Metering Facility will be disconnected from Pacific Power's system at Customer-Generator's expense. The termination of this Agreement will not relieve either Party of

its liabilities and obligations, owed or continuing at the time of termination.

**3.3.5** The provisions of this Article shall survive termination or expiration of this Agreement.

### **3.4 Temporary Disconnection**

Pacific Power or Customer-Generator may temporarily disconnect the Net Metering Facility from Pacific Power's system for so long as reasonably necessary in the event one or more of the following conditions or events occurs:

**3.4.1** Under emergency conditions, Pacific Power or Customer-Generator may immediately suspend interconnection service and temporarily disconnect the Net Metering Facility. Pacific Power shall notify Customer-Generator promptly when Pacific Power becomes aware of an emergency condition that may reasonably be expected to affect the Net Metering operation. Customer-Generator shall notify Pacific Power promptly when it becomes aware of an emergency condition that may reasonably be expected to affect Pacific Power's system. To the extent the information is known, the notification shall describe the emergency condition, the extent of any damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, the anticipated duration, and the necessary corrective action.

**3.4.2** If the Net Metering Facility must be physically disconnected for any reason, Pacific Power may do so by disconnecting all service to the Customer-Generator and/or all service to the premises where the Net Metering Facility is located.

**3.4.3** Parties will make reasonable efforts to provide two (2) Business Days notice prior to interruption caused by routine maintenance or construction and repair to the Net Metering Facility or Pacific Power's system and shall use reasonable efforts to coordinate such interruption.

**3.4.4** Pacific Power shall use reasonable efforts to provide Customer-Generator with prior notice of forced outages to effect immediate repairs to Pacific Power's system. If prior notice is not given, Pacific Power, shall, upon request, provide Customer-Generator written documentation after the fact explaining the circumstances of the disconnection.

**3.4.5** Customer-Generator must provide Pacific Power notice and obtain Pacific Power's written approval before Customer-Generator may modify its Net Metering Facility in any way. If Customer-Generator makes any change without prior written authorization of Pacific Power, Pacific Power will have the right to temporarily disconnect the Net Metering Facility until Pacific Power has had an opportunity to review the changes made to

determine whether they are acceptable. Customer-Generator shall pay for any system modifications or other equipment deemed necessary by Pacific Power to accommodate the modified Net Metering Facility and shall pay for any System Impact Study or Interconnection Facilities Study deemed necessary by Pacific Power.

**3.4.6** The Parties shall cooperate with each other to restore the Net Metering Facility, Interconnection Facilities, and Pacific Power's system to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this section.

#### **Article 4. Cost Responsibility and Billing**

##### **4.1 Application Fee**

Customer-Generator shall bear the cost of any Application fee provided for in OAR 860-039-0045.

##### **4.2 Net Metering Facility and Interconnection Equipment**

Customer-Generator shall be responsible for all costs, including overheads, associated with procuring, installing, owning, operating, maintaining, repairing, and replacing its Net Metering Facility, any associated equipment package, and any associated interconnection equipment or interconnection facilities required to be installed on Customer-Generator's side of the point of interconnection as detailed in the results of the System Impact Study and/or Interconnection Facilities Study.

##### **4.3 System Modifications**

If the System Impact Study or the Interconnection Facilities Study concludes that Pacific Power must install facilities in order to accommodate the interconnection of the Net Metering Facility, Customer-Generator shall be responsible for the cost to procure, install, construct, operate, maintain, repair and replace such facilities including without limitation any required minor modifications or substantial modifications to Pacific Power's existing system.

##### **4.4 Deposit**

Before beginning any work on facilities to accommodate the interconnection of the Net Metering Facility to Pacific Power's system, Pacific Power may require that Customer-Generator pay a deposit of not more than 50% of the estimated cost of procuring, installing and constructing equipment and facilities to be procured, installed or constructed by Pacific Power, not to exceed \$3000.00.

##### **4.5 Payment**

Pacific Power may require progress payments from Customer-Generator or Pacific Power may wait until construction and installation of all equipment and facilities is complete and the total actual cost of such equipment and facilities has been established and then provide Customer-Generator with a statement

indicating whether actual cost was more or less than the deposit paid by Customer-Generator. If actual costs exceed the deposit, Pacific Power will invoice Customer-Generator for the balance and Customer-Generator shall pay any such invoice within 30 days of receipt. If actual costs are less than the deposit, Pacific Power will refund the difference to Customer-Generator.

**Article 5. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages and Default**

**5.1 Assignment**

This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice, and with the opportunity to object by the other Party.

**5.1.1** Either Party may assign the Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

**5.1.2** Customer-Generator shall have the right to assign the Agreement, without the consent of Pacific Power, for collateral security purposes to aid in providing financing for the Net Metering Facility. For Net Metering systems that are integrated into a building facility, the sale of the building or property will result in automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.

**5.1.3** Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as Customer-Generator.

**5.2 Limitation of Liability and Consequential Damages**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as mutually agreed to and authorized by the Agreement.

**5.3 Statutory Limitation of Liability**

This Agreement shall in no way limit Pacific Power's ability to rely on the protection from liability provided by ORS 757.300(4)(C).

## **5.4 Indemnity**

- 5.4.1** This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 5.2 of the Agreement.
- 5.4.2** The Parties shall at all times indemnify, defend, and hold the other Party 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 all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under the Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 5.4.3** If an indemnified person is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.4.4** If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.
- 5.4.5** Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

## **5.5 Consequential Damages**

Neither Party shall be liable under any provision of the Agreement for any losses, 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.

## **5.6 Force Majeure**

- 5.6.1** As used in this Agreement, a Force Majeure Event shall mean “any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or wrongdoing.”
- 5.6.2** If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (“Affected Party”) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, the expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by Rule that the Rule does not permit the Parties to mutually waive.

## **5.7 Default**

- 5.7.1** No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a default, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Section 5.6.2 of the Agreement, the defaulting Party shall have sixty (60) calendar days from the receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within sixty (60) calendar days, the defaulting Party shall commence such cure within twenty (20) calendar days after notice and continuously and diligently complete such cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.

**5.7.2** If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate the Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates the Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or equity. The provisions of this Article will survive termination of the Agreement.

**Article 6. Insurance**

General Liability Insurance is not required as a part of the Agreement if the Net Metering Facility is in compliance with ORS 757.300(4)(a) & (b) and the safety standards contained in OAR 860-039.

**Article 7. Dispute Resolution**

- 7.1** Nothing in this Article shall restrict the rights of any Party to file a Complaint with the Commission under relevant provisions of the applicable state law.
- 7.2** Pursuit of dispute resolution may not affect Customer-Generator with regard to consideration of an Interconnection Request or Customer-Generator's queue position.

**Article 8. Miscellaneous**

**8.1 Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. As amended from time to time, the Oregon Revised Statutes ("ORS"), the Oregon Administrative Rules ("OAR"), and Pacific Power's Oregon tariffs on file with the Commission ("Tariffs") are incorporated by reference and regulate this Agreement. In the event of any conflict between this Agreement and the ORS, OAR and Pacific Power Tariffs (collectively "Governing Law"), the Governing Law shall control. Pacific Power shall furnish applicable provisions of the ORS, OAR and its Tariffs upon request from Customer-Generator. The Agreement is subject to all applicable laws. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

**8.2 Amendment**

The Parties may amend the Agreement by a written instrument duly executed by both Parties in accordance with the provisions of the Rule and applicable Commission Orders and provisions of the laws of the State of Oregon.

### **8.3 No Third Party Beneficiaries**

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, or where permitted, their successors in interest or their assigns.

### **8.4 Waiver**

**8.4.1** The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement, will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

**8.4.2** The Parties may also agree to mutually waive a Section of this Agreement without the Commission's approval where the Section of the Agreement expressly so provides.

**8.4.3** Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a wavier with respect to any other failure to comply with any other obligation, right, or duty of the Agreement. Any request for waiver of the Agreement or any provisions thereof shall be provided in writing.

### **8.5 Entire Agreement**

The Agreement, including any supplementary attachments that may be necessary, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under the Agreement.

### **8.6 Multiple Counterparts**

The Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

### **8.7 No Partnership**

The Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

## **8.8 Severability**

If any provision or portion of the Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of the Agreement shall remain in full force and effect.

## **8.9 Subcontractors**

Nothing in the Agreement shall prevent a Party from using the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in the Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under the Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of the Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of the subcontractor.

**8.9.1** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under the Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by the Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

**8.9.2** The obligations under this Article will not be limited in any way by any limitation of a subcontractor's insurance.

## **Article 9. Notices and Records**

### **9.1 General**

Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

**If to Customer-Generator:**

Customer-Generator: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

**If to Pacific Power:**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

**9.2 Records**

Pacific Power will maintain a record of all Interconnection Agreements and related Attachments, if any, for as long as the interconnection is in place. Pacific Power will provide a copy of these records to Customer-Generator within fifteen (15) Business Days upon written request.

**9.3 Billing and Payment**

Billings and payments shall be sent to the addresses below (complete if different from Section 9.1 above):

**If to Customer-Generator:**

Customer-Generator: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**If to Pacific Power:**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**9.4 Designated Operating Representative**

The Parties will designate an operating representative each to conduct the communications that may be necessary or convenient for the administration of the operations provisions of the Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different from Section 9.1 above):

**Customer-Generator's Operating Representative:**

Name: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**Pacific Power's Operating Representative:**

Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**9.5 Changes to the Notice Information**

Either Party may change this notice information by giving five (5) business days written notice prior to the effective date of the change.

**Article 10. Signatures**

**IN WITNESSETH WHEREOF**, the Parties have caused the Agreement to be executed by their respective duly authorized representatives.

**For Pacific Power:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**For the Customer Generator:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Impact Study Agreement,  
Level 3 Net Metering  
Interconnection Review

**PACIFIC POWER  
IMPACT STUDY AGREEMENT  
LEVEL 3 NET METERING INTERCONNECTION REVIEW**

This Impact Study Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Customer-Generator”) and PacifiCorp, dba Pacific Power, a Corporation organized and existing under the laws of the State of Oregon (“Pacific Power”). Customer-Generator and Pacific Power each may be referred to as a “Party,” or collectively as the “Parties.”

**Recitals:**

**Whereas,** Customer-Generator owns or intends to install and own a Net Metering Facility qualifying for “Net Metering,” Rate Schedule No. 135, as given in Pacific Power’s currently effective tariff as filed with the Oregon Public Utility Commission (“Commission”), on Customer-Generator’s premises located at \_\_\_\_\_ for the purpose of generating electric energy;

**Whereas,** Customer-Generator is proposing to interconnect to Pacific Power’s system, consistent with the Application completed on \_\_\_\_\_.

**Now, therefore,** the Parties agree:

**Article 1.     **Scope and Limitations of Agreement****

**1.1 Scope**

The Agreement establishes standard terms and conditions under which Pacific Power will perform an Impact Study on Customer-Generator’s Net Metering Facility. Additions, deletions or changes to the standard terms and conditions of an Impact Study Agreement will not be permitted unless the Parties mutually agree upon them or if required by law.

**1.2 Applicability**

Impact studies must be performed on all Level 3 review applications for interconnection for Net Metering facilities, pursuant to OAR 860-039-0040.

**1.3 Governing Law**

As amended from time to time, the Oregon Revised Statutes (“ORS”), the Oregon Administrative Rules (“OAR”), and Pacific Power’s Oregon tariffs on file with the Commission (“Tariffs”) are incorporated by reference and regulate this Agreement. In the event of any conflict between this Agreement and the ORS, OAR and Pacific Power Tariffs (collectively “Governing Law”), the Governing

Law shall control. Pacific Power shall furnish applicable provisions of the ORS, OAR and its Tariffs upon request from Customer-Generator.

#### **1.4 Definitions**

All capitalized terms not defined within this Agreement shall have the definitions established in the ORS, OAR or Pacific Power's Tariffs. In the event of a conflict between the ORS or OAR and Pacific Power's Tariffs, the ORS or OAR shall control.

### **Article 2. Responsibilities of the Parties**

#### **2.1 Impact Study**

**2.1.1** Pacific Power shall conduct an Impact Study of Customer-Generator's proposed Net Metering Facility to detail the effects to the electric distribution system that would result if the Net Metering Facility were interconnected without modifications to either the Net Metering Facility or to the electric distribution system and to identify any modifications to Pacific Power's electric distribution system that would be necessary to accommodate the proposed interconnection and focus on power flows and utility protective devices, including control requirements.

**2.1.2** The Impact Study will include the following elements as applicable to Customer-Generator's proposed interconnection: a load flow study, a short-circuit study, a circuit protection and coordination study, the impact on the operation of the electric distribution system, a stability study, along with the conditions that would justify including this element in the Impact Study, and additional elements if approved in writing by Commission Staff prior to the Impact Study.

#### **2.2 Notification of Impact Study Results**

Upon execution of the Impact Study Agreement and receipt of the amount of the non-binding, good faith estimate for the cost of the Impact Study, Pacific Power shall complete the Impact Study and notify Customer-Generator within thirty (30) calendar days of the results.

**2.2.1** If only minor modifications to the electric distribution system are required, Pacific Power shall submit to Customer-Generator an Interconnection Agreement that details the scope of the necessary modifications and a non-binding good faith estimate of the cost of those modifications.

**2.2.2** If substantial modifications to the electric distribution system are required, Pacific Power shall provide a non-binding, good faith estimate of the cost of the modifications. Additionally, Pacific Power shall offer to conduct, at Customer-Generator's expense, an Interconnection Facilities Study that

must identify the types and cost of equipment needed to safely interconnect Customer-Generator's Net Metering Facility.

**Article 3.      Effective Date, Term, Termination**

**3.1 Effective Date**

The Agreement shall become effective upon execution by the Parties.

**3.2 Term of Agreement**

The Agreement will become effective on the Effective Date and will remain in effect unless terminated in accordance with this Agreement or by Order of the Commission.

**3.3 Termination**

This agreement will terminate upon completion of the Impact Study and receipt of payment from Customer-Generator for the cost of the Impact Study written agreement signed by both parties, or by Order of the Commission.

**Article 4.      Costs**

**4.1 Non-Binding Good Faith Estimate**

Pacific Power estimates in good faith that the Impact Study performed pursuant to this Agreement will cost \$ \_\_\_\_\_. This is a non-binding estimate.

**4.2 Billing**

Customer-Generator shall pay Pacific Power the amount of the good faith estimate prior to the Impact Study. Once the Impact Study is completed, Pacific Power will determine the actual cost of the Impact Study. If the actual cost of the Impact Study exceeds the amount of the good faith estimate paid by Customer-Generator, then PacifiCorp will invoice Customer-Generator for the difference and Customer-Generator shall pay such invoice within 30 days of receipt. If the actual cost of the Impact Study was less than the good faith estimate paid by Customer-Generator, then PacifiCorp will refund the difference to Customer-Generator.

**Article 5.      Miscellaneous**

**5.1 Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. The Agreement is subject to all applicable laws. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any law, orders or regulations of a governmental authority.

**5.2 Amendment**

The Parties may amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of ORS, OAR and applicable Commission Orders.

**5.3 No Third-Party Beneficiaries**

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, or where permitted, their successors in interest and their assigns.

**5.4 No Partnership**

The Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**5.5 Severability**

If any provision or portion of the Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of the Agreement shall remain in full force and effect.

**Article 6. Notices and Records**

**6.1 General**

Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

**If to Customer-Generator:**

Name: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**If to Pacific Power:**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**6.2 Records**

Pacific Power will maintain a record of the Impact Studies Agreement and related attachments, if any, for as long as the net metering arrangement is in place. Pacific Power will provide a copy of these records to Customer-Generator within fifteen (15) business days upon written request.

**6.3 Designated Operating Representative**

The Parties will designate one operating representative each to conduct the communications that may be necessary or convenient for the administration of the operations provisions of the Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different from Section 6.1 above):

**Customer Generator's Operating Representative:** \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**Pacific Power's Operating Representative:** \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**6.4 Changes to the Notice Information**

Either Party may change this notice information by giving five (5) business days written notice prior to the effective date of the change.

**Article 7. Signatures**

**IN WITNESS WHEREOF**, the Parties have caused the Agreement to be executed by their respective duly authorized representatives.

**For Pacific Power:**

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

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

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

**For Customer-Generator:**

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

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

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

Interconnection Facilities  
Study Agreement,  
Level 3  
Net Metering  
Interconnection Review

**PACIFIC POWER  
INTERCONNECTION FACILITIES STUDY AGREEMENT  
LEVEL 3 NET METERING INTERCONNECTION REVIEW**

This Interconnection Facilities Study Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Customer-Generator”) and PacifiCorp, dba Pacific Power, a Corporation existing under the laws of the State of Oregon (“Pacific Power”). Customer-Generator and Pacific Power each may be referred to as a “Party,” or collectively as the “Parties.”

**Recitals:**

**Whereas,** Customer-Generator owns or intends to install and own a Net Metering Facility qualifying for “Net Metering,” Rate Schedule No. 135, as given in Pacific Power’s currently effective tariff as filed with the Oregon Public Utility Commission (“Commission”), on Customer-Generator’s premises located at \_\_\_\_\_ for the purpose of generating electric energy; and

**Whereas,** Customer-Generator is proposing to interconnect to the Pacific Power’s distribution system, consistent with the Application completed on \_\_\_\_\_.

**Now, therefore,** the Parties agree:

**Article 1.     **Scope and Limitations of Agreement****

**1.1 Scope**

The Agreement establishes standard terms and conditions under which Pacific Power will perform an Interconnection Facilities Study on Customer-Generator’s Net Metering Facility. Additions, deletions or changes to the standard terms and conditions of an Interconnection Facilities Study Agreement will not be permitted unless the Parties mutually agree upon them or if required by law.

**1.2 Applicability**

Interconnection facilities studies may be performed on all Level 3 review applications for interconnection for Net Metering facilities at Customer-Generator’s request, pursuant to OAR 860-039-0040(4)(b).

**1.3 Governing Law**

As amended from time to time, the Oregon Revised Statutes (“ORS”), the Oregon Administrative Rules (“OAR”), and Pacific Power’s Oregon tariffs on file with the Commission (“Tariffs”) are incorporated by reference and regulate this Agreement. In the event of any conflict between this Agreement and the ORS,

OAR and Pacific Power Tariffs (collectively “Governing Law”), the Governing Law shall control. Pacific Power shall furnish applicable provisions of the ORS, OAR and its Tariffs upon request from Customer-Generator.

#### **1.4 Definitions**

All capitalized terms not defined within this Agreement shall have the definitions established in the ORS, OAR or Pacific Power’s Tariffs. In the event of a conflict between the ORS or OAR and Pacific Power’s Tariffs, the ORS or OAR shall control.

### **Article 2. Responsibilities of the Parties**

#### **2.1 Interconnection Facilities Study**

**2.1.1** Pacific Power shall conduct an Interconnection Facilities Study of Customer-Generator’s proposed Net Metering Facility to identify the facilities necessary to safely interconnect the net metering facility to Pacific Power’s electric distribution system. Pacific Power shall propose a good faith, non-bonding estimate of the cost of the facilities and the time required to install those facilities.

**2.1.2** Customer-Generator shall forward to Pacific Power the amount of the good faith estimate, described in Article 4, prior to the commencement of the Interconnection Facilities Study.

#### **2.2 Notification of Interconnection Facilities Study Results**

Upon completion of the Interconnection Facilities Study, Pacific Power shall provide Customer-Generator with the results of the study and an executable interconnection agreement. The agreement must list the conditions and facilities necessary for the facility to safely interconnect to Pacific Power’s electric distribution system and must include a non-binding, good faith estimate of the cost of those facilities and the estimated time required to build and install those facilities.

### **Article 3. Effective Date, Term, Termination**

#### **3.1 Effective Date**

The Agreement shall become effective upon execution by the Parties.

#### **3.2 Term of Agreement**

The Agreement will become effective on the Effective Date and will remain in effect unless terminated in accordance with this Agreement or by Order of the Commission.

### **3.3 Termination**

This agreement will terminate upon completion of the Interconnection Facilities Study and receipt of payment from Customer-Generator for the cost of the Interconnection Facilities Study, by written agreement signed by both parties, or by Order of the Commission.

## **Article 4. Costs**

### **4.1 Non-Binding Good Faith Estimate**

Pacific Power estimates in good faith that the Interconnection Facilities Study performed pursuant to this Agreement will cost \$\_\_\_\_\_. This is a non-binding estimate.

### **4.2 Billing**

Customer-Generator shall pay Pacific Power the amount of the good faith estimate prior to the Interconnection Facilities Study. Once the Facilities Study is completed, Pacific Power will determine the actual cost of the study. If the actual cost of the Facilities Study exceeds the amount of the good faith estimate paid by Customer-Generator, then PacifiCorp will invoice Customer-Generator for the difference and Customer-Generator shall pay such invoice within 30 days of receipt. If the actual cost of the Facilities Study was less than the good faith estimate paid by Customer-Generator, then PacifiCorp will refund the difference to Customer-Generator.

## **Article 5. Miscellaneous**

### **5.1 Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. The Agreement is subject to all applicable laws. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any law, orders or regulations of a governmental authority.

### **5.2 Amendment**

The Parties may amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of ORS, OAR and applicable Commission Orders.

### **5.3 No Third-Party Beneficiaries**

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, or where permitted, their successors in interest and their assigns.

**5.4 No Partnership**

The Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**5.5 Severability**

If any provision or portion of the Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of the Agreement shall remain in full force and effect.

**Article 6. Notices and Records**

**6.1 General**

Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

**If to Customer-Generator:**

Customer-Generator: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**If to Pacific Power:**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**6.2 Records**

Pacific Power will maintain a record of the Interconnection Facilities Study Agreement and related attachments, if any for as long as the net metering arrangement is in place. Pacific Power will provide a copy of these records to Customer-Generator within fifteen (15) business days upon written request.

**6.3 Designated Operating Representative**

The Parties will designate one operating representative each to conduct the communications that may be necessary or convenient for the administration of the operations provisions of the Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different from Section 6.1 above):

**Customer-Generator's Operating Representative:**

Name: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**Pacific Power's Operating Representative:**

Name: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**6.4 Changes to the Notice Information**

Either Party may change this notice information by giving five (5) business days written notice prior to the effective date of the change.

**Article 7. Signatures**

**IN WITNESS WHEREOF**, the Parties have caused the Agreement to be executed by their respective duly authorized representatives.

**For Pacific Power:**

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

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

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

**For the Customer-Generator:**

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

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

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

Net Metering Agreement,  
Customers Taking Service  
Under Oregon Schedule 135

**PACIFIC POWER  
NET METERING AGREEMENT  
CUSTOMERS TAKING SERVICE UNDER OREGON SCHEDULE 135**

This Net Metering Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a residential/non-residential <<choose one>> customer, <<if non-residential then>> a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Customer-Generator”) and PacifiCorp, dba Pacific Power, a Corporation organized existing under the laws of the State of Oregon (“Pacific Power”). Customer-Generator and Pacific Power each may be referred to as a “Party,” or collectively as the “Parties.”

**Recitals:**

**Whereas,** Customer-Generator owns or intends to install and own a Net Metering Facility qualifying for “Net Metering,” Rate Schedule No. 135, as given in Pacific Power’s currently effective tariff as filed with the Oregon Public Utility Commission (“Commission”), on Customer-Generator’s premises located at \_\_\_\_\_ for the purpose of generating electric energy;

**Whereas,** Customer-Generator is proposing to interconnect to Pacific Power’s distribution system, consistent with the Application completed by Customer-Generator on \_\_\_\_\_; and

**Whereas,** Customer-Generator wishes to sell and Pacific Power is willing to purchase energy produced by the Net Metering Facility.

**Now, therefore,** the Parties agree:

**Article 1.     **Scope and Limitations of Agreement****

**1.1 Scope**

The Agreement establishes standard terms and conditions approved by the Commission under which Customer-Generator will take net metering service from Pacific Power. Additions, deletions or changes to the standard terms and conditions of a Net Metering Agreement will not be permitted unless they are mutually agreed upon by the Parties or, if required by law, or by the Commission for good cause shown.

**1.2 Applicability**

Customer-Generator’s Net Metering facility shall be located on Customer-Generator’s premises and shall consist of generation facilities using solar power, wind power, fuel cells, hydroelectric power, landfill gas, digester gas, waste, dedicated energy crops available on a renewable basis or low-emission, nontoxic

biomass based on solid organic fuels from wood, forest or field residues with a nameplate capacity of not more than twenty-five (25) kilowatts (“kW”) for residential customers and not more than two (2) megawatts (“MW”) for non-residential customers. Customer-Generator shall interconnect and operate said facility in parallel with Pacific Power’s existing transmission and distribution facilities, and said facility is intended primarily to offset part or all of Customer-Generator’s own electrical requirements. Customer-Generator’s Net Metering Facility is more specifically described in Section \_\_\_\_\_ of Appendix \_\_\_\_\_ <<attach application>> attached hereto and incorporated into and made a part of this Agreement.

### **1.3 Governing Law**

As amended from time to time, the Oregon Revised Statutes (“ORS”), the Oregon Administrative Rules (“OAR”), and Pacific Power’s Oregon tariffs on file with the Commission (“Tariffs”) are incorporated by reference and regulate this Agreement. In the event of any conflict between this Agreement and the ORS, OAR and Pacific Power Tariffs (collectively “Governing Law”), the Governing Law shall control. Pacific Power shall furnish applicable provisions of the ORS, OAR and its Tariffs upon request from Customer-Generator.

### **1.4 Definitions**

All capitalized terms not defined within this Agreement shall have the definitions established in the ORS, OAR or Pacific Power’s Tariffs. In the event of a conflict between the ORS or OAR and Pacific Power’s Tariffs, the ORS or OAR shall control.

## **Article 2. Responsibilities of the Parties**

### **2.1 Metering**

Pacific Power shall install, own and maintain, at its sole expense, a kilowatt-hour meter(s) and associated equipment to measure the flow of energy in each direction, unless otherwise authorized by the Commission. Customer-Generator shall provide, at its sole expense, adequate facilities, including, but not limited to, a current transformer enclosure (if required), meter socket(s) and junction box, for the installation of the meter and associated equipment.

Customer-Generator hereby consents to the installation and operation by Pacific Power, at Pacific Power’s expense, of one or more additional meters on Customer-Generator’s premises to monitor the flow of electricity in each direction.

### **2.2 Safety**

The Parties agree that all safety and operating procedures for any joint use equipment shall be in compliance with the Occupational Safety and Health Administration Standard at 29 C.F.R. §1910.269, the National Electric Code

("NEC"), the National Electric Safety Code ("NESC"), the ORS, the OAR, and the equipment manufacturer's safety and operating manuals.

### **2.3 Net Metering Facility Installation and Operation**

**2.3.1** Customer-Generator is responsible for all costs associated with its Net Metering Facility and is also responsible for all costs related to any modifications to the Net Metering Facility that may be required by Pacific Power for purposes of safety and reliability.

**2.3.2** Installation of the Net Metering Facility shall be consistent with the applicable standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and Underwriters Laboratories or other similarly accredited laboratory, and shall meet all applicable safety and performance standards established in the Oregon state building code.

**2.3.3** Customer-Generator must operate and maintain Net Metering Facilities in compliance with IEEE standards.

### **2.4 Disconnect Switch**

Except as provided for in OAR 860-039-0015, Customer-Generator must install and maintain a manual disconnect switch that will disconnect the Net Metering Facility from Pacific Power's system. The disconnect switch must be a lockable, load-break switch that plainly indicates whether it is in the open or closed position. The disconnect switch must be readily accessible to Pacific Power at all times and located within ten (10) feet of Pacific Power's meter.

### **2.5 Liability**

Pacific Power shall not be liable directly or indirectly for permitting or continuing to allow an attachment of Net Metering Facility, or for the acts or omissions of Customer-Generator that cause loss, injury, including death, to any third party.

## **Article 3. Effective Date, Term, Termination and Disconnection**

### **3.1 Effective Date**

The Agreement shall become effective upon execution by the Parties.

### **3.2 Term of Agreement**

The Agreement will become effective on the Effective Date and will remain in effect unless terminated in accordance with this Agreement or by Order of the Commission.

### **3.3 Termination**

This agreement will terminate with any change in ownership of the Net Metering Facility or Customer-Generator's premises, by written agreement signed by both

Parties, by discontinuance of service under Pacific Power's Oregon Rate Schedule 135, or by Order of the Commission. Pacific Power shall also have the right to terminate this Agreement as set forth in Section 3.4, "Disconnection," below.

### **3.4 Disconnection**

Pacific Power shall have the right to disconnect the Net Metering Facility from Pacific Power's system at the disconnect switch: (a) when necessary to maintain safe electrical operating conditions; (b) if the Net Metering Facility does not meet required codes or standards; (c) if, in Pacific Power's sole judgment, the Net Metering Facility at any time adversely affects or endangers any person or property, Pacific Power's operation of its electric system, or the quality of Pacific Power's electric service to other customers; (d) in the event of Customer-Generator's failure to maintain its retail electric service account for the loads served at the Net Metering Facility as active and in good standing; or (e) in the event of Customer-Generator's breach of any provision of this Agreement. In the event that Pacific Power disconnects the Net Metering Facility due to clauses (b), (d) or (e) above, Pacific Power may immediately terminate this Agreement, without liability to Customer-Generator, by delivering written notice to Customer-Generator of the failure to meet required standards and codes, maintain account in good standing or other breach of this Agreement.

Customer-Generator may disconnect the Net Metering Facility at any time, provided that Customer-Generator provides reasonable advance written notice to Pacific Power five (5) days in advance.

## **Article 4. Billing**

### **4.1 Monthly Billing**

The Electric Service Charge shall be computed in accordance with the Monthly Billing in the applicable standard service tariff.

### **4.2 Special Conditions**

#### **4.2.1 Differences in Energy Supplied**

If the energy supplied to Pacific Power is less than the energy purchased from Pacific Power, the prices specified in the Energy Charge section of the Monthly Billing of the applicable standard service tariff shall be applied to the positive balance owed to Pacific Power.

If the energy purchased from Pacific Power is less than the energy supplied to Pacific Power, Customer-Generator shall be billed for the appropriate monthly charges and shall be credited for such Net Metering Energy with a cumulative kilowatt-hour credit to be applied at the full retail rate for each rate component on the bill that uses kilowatt-hours as the billing determinant on Customer-Generator's next monthly bill.

On March 31 of each calendar year, any remaining unused kilowatt-hour credit accumulated during the previous year shall be transferred to Pacific Power's low-income assistance program at the applicable average annual avoided cost tariff rate.

#### **4.2.2 Aggregating Meters**

Upon request, and with sixty (60) days notice to Pacific Power, Pacific Power shall aggregate for billing purposes the meter to which the net metering facility is physically attached ("Designated Meter") with one or more meters ("Additional Meter") if the following conditions are met: (i) the additional meter is located on Customer-Generator's contiguous property; (ii) the additional meter is used to measure only electricity used for Customer-Generator's requirements; (iii) the designated meter and additional meter are subject to the same rate schedule; and (iv) the designated meter and the additional meter are served by the same primary feeder. At the time of notice to Pacific Power, Customer-Generator must identify the specific meters and designate a rank order for the additional meters to which Net Metering Energy credits are to be applied.

### **Article 5. Miscellaneous**

#### **5.1 Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. The Agreement is subject to all applicable laws. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any law, orders or regulations of a governmental authority.

#### **5.2 Amendment**

The Parties may amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of ORS, OAR and applicable Commission Orders.

#### **5.3 No Third-Party Beneficiaries**

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, or where permitted, their successors in interest and their assigns.

#### **5.4 No Partnership**

The Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or

undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**5.5 Severability**

If any provision or portion of the Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of the Agreement shall remain in full force and effect.

**Article 6. Notices and Records**

**6.1 General**

Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

**If to Customer-Generator:**

Customer-Generator name: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**If to Pacific Power:**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**6.2 Records**

Pacific Power will maintain a record of the Net Metering Agreement and related Attachments, if any, for as long as the net metering arrangement is in place. Pacific Power will provide a copy of these records to Customer-Generator within 15 Business Days if a request is made in writing.

**6.3 Designated Operating Representative**

The Parties will designate operating representatives to conduct the communications that may be necessary or convenient for the administration of the operations provisions of the Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Parties' facilities (complete if different from 6.1 above):

**Customer-Generator's Operating Representative:**

Name: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**Pacific Power's Operating Representative:**

Name: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**6.4 Changes to the Notice Information**

Either Party may change this notice information by giving five (5) Business Days written notice prior to the effective date of the change.

**Article 7. Signatures**

**IN WITNESS WHEREOF**, the Parties have caused the Agreement to be executed by their respective duly authorized representatives.

**For Pacific Power:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**For Customer-Generator:**

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

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

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