

**Solar Photovoltaic Pilot Program and Interconnection Services  
Agreement: Net Metering Option (Up to 100 kW)**

This Solar Photovoltaic Pilot Program and Interconnection Services Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, (“Participant”) pursuant to the completed Interconnection and Capacity Reservation Applications attached as Attachment A and Portland General Electric Company, a corporation organized and existing under the laws of the State of Oregon (“PGE”). The Participant and PGE each may be referred to as a “Party,” or collective as the “Parties.”

**RECITALS:**

**WHEREAS**, the Participant is proposing to develop a solar photovoltaic energy system that is an Eligible System under OAR 860-084-0120 located at \_\_\_\_\_, \_\_\_\_\_, Oregon \_\_\_\_\_ (“Solar Facility”) with a generation capacity of \_\_\_\_\_ kW, consistent with the Interconnection Application completed on \_\_\_\_\_ and Capacity Reservation Application, completed on \_\_\_\_\_; and

**WHEREAS**, the Participant desires to interconnect the Solar Facility with PGE’s Electric distribution system and participate in the Solar Photovoltaic Pilot Program (“Pilot”) in accordance with PGE’s Tariff Schedules 215 or 216, or such successor or replacement schedules (“Tariff”) as approved by the Oregon Public Utility Commission (“Commission”); and

**WHEREAS**, the Agreement shall be used for all approved Applications for Interconnection according to the procedures set forth in Commission Rules, Oregon Administrative Rules (“OAR”) Chapter 860, Division 84 (“Solar Photovoltaic Pilot Programs Rules” or “Rules”).

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

**Article 1. Scope**

**1.1 Scope of Agreement**

The Agreement establishes standard terms and conditions approved by the Commission under which the Solar Facility will interconnect to PGE’s Electric

distribution system, participate in the Solar Photovoltaic Pilot Program, and under which PGE shall purchase and pay for Payable Generation from the Solar Facility.

## **Article 2. Pilot Participation, Responsibilities**

### **2.1 Pilot Participation**

2.1.1 Participant shall participate in the Pilot in accordance with the terms and conditions of this Agreement, the Rules and Tariff.

2.1.2 Participant hereby certifies, represents and warrants that the Solar Facility is an Eligible System for enrollment in the Pilot by meeting all the requirements set forth in the Rules and Tariff.

2.1.3 Participant also hereby certifies, represents and warrants that:

2.1.3.1 No investor in the Eligible System has accepted or will accept incentives from the Energy Trust of Oregon (“ETO”) or Oregon state residential or business tax credits for the Solar Facility;

2.1.3.2 The Eligible System is a new system, made with all new components, installed after July 1, 2010; and

2.1.3.3 The Eligible System meets quality, reliability, and system installation criteria established by Commission guidelines.

2.1.3.4 The nameplate capacity of the Solar Facility is that contained in the Applications attached as Attachment A. If the nameplate capacity of the Solar Facility is materially changed, or materially differs from the Applications, Participant must submit new capacity reservation and interconnection applications for any additional capacity over that set forth in the Applications.

2.1.3.5 The Eligible System is sized such that it complies with OAR 860-084-0100(2).

2.1.3.6 Participant has site control for the Eligible System. Site control is ownership or a property interest or license in a site that would allow installation of the Eligible System.

2.1.4 In the event Participant is found by the Commission to have made a false certification, representation or warranty hereunder, Participant shall be no longer eligible for the Pilot and this Agreement shall be void.

## **2.2 Pilot Option Rate Designation**

Participant is participating in the **Net Metering Option** as provided for under the Tariff and the Rules.

## **2.3 Responsibilities of Participant**

Participant shall perform all obligations of this Agreement in accordance with the Rules, the Tariff, and all other applicable laws, regulations and Commission requirements.

2.3.1 **Agreement to Release Information.** Participant hereby agrees that PGE may release information concerning its participation in the Pilot, including lists of all participants in the Pilot to the Oregon Department of Revenue, the Oregon Department of Energy, the Commission and the ETO. PGE shall use reasonable efforts to pursue appropriate confidentiality terms with the above agencies and organizations. As required by OAR 860-084-0240 (1)(f), PGE shall provide descriptions of the confidentiality requirements that those receiving this information must follow.

2.3.2 **Agreement to Participate in Surveys.** Participant hereby agrees to complete up to three surveys on the effectiveness of the Pilot program in order to remain eligible for participation in the Pilot. Information to be provided may include, but is not limited to: understanding the various factors contributing to participation in the program; understanding decision processes used to choose between the volumetric incentive rate solar program and the existing net-metering solar program; and satisfaction with and recommendations for improving the Pilot program processes. Participant agrees that PGE may release information concerning Participant obtained from the surveys to the Commission and the ETO. If Participant does not participate in surveys as required hereby, PGE may cease making payments hereunder until such time as such surveys are completed.

## **2.4 Responsibilities of PGE**

2.4.1 PGE shall perform all obligations of this Agreement in accordance with the Rules, the Tariff, and all other applicable laws, regulations and Commission requirements.

2.4.2 PGE shall purchase from Participant the Payable Generation produced by the Solar Facility. Payable Generation shall include Eligible Energy and for the Net Metering Option, also accrued

Excess Energy up to the Participant's actual monthly usage, as such terms are defined in the Rules.

## 2.5 Payment by PGE

**Volumetric Incentive Rate.** PGE shall pay Participant the Volumetric Incentive Rate ("VIR") no later than 45 days from the last day of Participant's prior billing period, as set forth in the Tariff for the Payable Generation produced by the Solar Facility. The VIR shall be that in effect and applicable to the Capacity Reservation Date for the Solar Facility. Excess Energy in excess of net metered annual usage shall be donated to PGE's low income bill assistance program.

## 2.6 Payment Terms

2.6.1 Payments by PGE for Payable Generation produced by the Solar Facility shall be made monthly. Participants may elect from one of the following:

Payments will be paid directly to the Participant; the Participant will continue to receive a standard monthly utility bill for electricity purchased under an applicable schedule [default option if none selected]; or

Payments will be netted with the standard monthly utility bill (except for the minimum monthly charge and other non-volumetric charges) for electricity purchased under the Participant's applicable schedule; or

Payments will be assigned 100 percent to the following single Qualifying Assignee \_\_\_\_\_; at the following address \_\_\_\_\_; Participant may change assignees during the Term of this Agreement by providing 15 days prior written notice to PGE of such Qualified Assignee and sufficient information for PGE to determine its qualifications. Participant will continue to receive a standard monthly utility bill for electricity purchased under an applicable schedule.

## 2.7 Ownership of Green Attributes

PGE shall own the rights to one hundred (100) percent of the Green Attributes from the Solar Facility. For purposes of this Agreement, "Green Attributes" shall mean any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits (RECs), as well as: (1) any avoided

emissions of pollutants to the air, soil or water such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. "Green Tag Reporting Rights" are the right of a Green Tag purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag purchaser's discretion, and include without limitation those reporting rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green tags are accumulated on a MWh basis and one "Green Tag" represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include any energy, capacity, reliability or other power attributes from the Project.

### **Article 3. Interconnection**

#### **3.1 Certification**

Participant hereby certifies that its Solar Facility meets the requirements set forth in the Rules to be qualified for interconnected operation, including complying with applicable IEEE standards and UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems (January 2001). Participant may achieve such compliance in accordance with the Rules.

#### **3.2 Responsibilities**

- 3.2.1 Participant will, or ensure that Qualifying Third Party will, construct, own, operate and maintain its Solar Facility in accordance with this Agreement, IEEE Standards, UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems standards, and any other applicable standards required by the Commission.
- 3.2.2 Except for certain exempt facilities, as set forth in the Rules, Participant will install and maintain, at its own cost, a lockable manual load break disconnect switch that will disconnect the Solar Facility from PGE's Electric distribution system.
- 3.2.3 PGE shall construct, own, operate and maintain all meters, as well as applicable interconnection facilities on its side of the Participant's consumer meter. Metering equipment may include a

replacement of Participant's consumer meter that can measure flow of electricity in both directions (complying with ANSI C12.1 standards and the Rules) and any meter installed to measure the total output of the Solar Facility.

- 3.2.4 Except as expressly provided otherwise in this Agreement, each Party shall be responsible, at its own expense, for the safe installation, operation, maintenance, repair and condition of their respective facilities on their respective sides of the Participant's consumer meter.

### **3.3 Interconnection Cost Responsibility and Billing**

PGE shall charge for, and the Participant will be responsible for, the timely payment of the cost of any application fee and the costs of such facilities, equipment, modifications, upgrades and additional review, as may be allowed by the Tariff and the Rules.

- 3.3.1 **Minor Modifications.** Insubstantial modifications to the existing electric distribution system identified by PGE under a Level 2 or Level 3 interconnection, including but not limited to changing meters, fuses or relay settings, are deemed "Minor Modifications" and are listed in Attachment B with a non-binding, good faith estimate of their cost. It is in PGE's sole discretion to decide what constitutes a Minor Modification. The Participant will bear the costs of making such Minor Modifications as may be necessary for the interconnection.
- 3.3.2 **Substantial Modifications.** For Level 3 interconnections, PGE has identified any "Substantial Modifications" to the electric distribution system in Attachment B. Attachment B includes those facilities and conditions (as may be identified by a facilities study if done) necessary for the Solar Facility to safely interconnect with PGE's Electric distribution system, and shall include a non-binding good faith estimate of the cost of those facilities and the estimated time required to build and install them. The Participant shall be responsible for the actual installed costs of such facilities.
- 3.3.3 **Meter Charge.** PGE shall charge a monthly service charge, as set forth in the Tariff, for the additional meter used to measure the total output of the Solar Facility.
- 3.3.4 **Billings.** Progress billing and final billing and payment schedules for any costs under this Article shall be agreed to by the Parties prior to commencing work. For Level 3 interconnections, PGE

may require a deposit of not more than 50% of the estimated cost of the facilities identified in Attachment B.

### **3.4 Inspection, Testing, Authorization**

- 3.4.1 **Equipment Testing and Inspection.** The Participant will self test and inspect its Solar Facility prior to operation in accordance with IEEE Standards. Participant shall also perform any post-installation testing necessary to ensure compliance with IEEE standards and to ensure safety, including testing required if participant replaces a major equipment component that is different from the originally installed model. PGE may also require an inspection and witness of commissioning tests as set forth in IEEE Standards prior to operation in accordance with the Rules.
- 3.4.2 **Annual Testing.** Participant shall perform an annual test to ensure that the Solar Facility's inverter stops delivering power to the grid when the Solar Facility is disconnected from PGE's electric distribution system.
- 3.4.3 **Maintenance and Testing Records.** The Participant shall retain written records for seven (7) years documenting any maintenance and results of testing.
- 3.4.4 **PGE Inspection.** PGE may inspect the Solar Facility after interconnections, at reasonable hours and reasonable prior notice to the Participant. If PGE discovers noncompliance with this Agreement, the Rules or Tariff, PGE may disconnect the Solar Facility in accordance with Article 4.4.

## **Article 4. Effective Date, Term, Termination and Disconnection**

### **4.1 Effective Date**

The Agreement shall become effective upon execution by the last of the Parties to sign the agreement ("Effective Date").

### **4.2 Term of Agreement and Disposition at Term End**

- 4.2.1 The Agreement will become effective on the Effective Date and will remain in effect for fifteen years, unless terminated earlier in accordance with the provisions of this Agreement ("Term"). The Parties may also mutually agree to a Term greater than 15 years. At the end of the Term, the Participant shall have the following three options:

- 4.2.1.1 Participant may continue generating with the Solar Facility, under the terms and conditions of this Agreement, and PGE shall purchase the output, net of system requirements, with payments based on the Annual Resource Value of the Solar Facility.
- 4.2.1.2 Participant may uninstall the Solar Facility, in which case PGE shall remove any metering installed, owned or operated by PGE and this Agreement shall terminate; or
- 4.2.1.3 Participant may terminate this Agreement, discontinue participation under the Pilot, and apply to continue generating under volumetric incentive rate or solar programs then in place.

### **4.3 Termination and Disposition upon Termination**

- 4.3.1 No termination of the Agreement will become effective until the Parties have complied with all clauses of this Agreement applicable to such termination.
- 4.3.2 The Participant may terminate this Agreement at any time by giving PGE twenty (20) business days prior written notice.
- 4.3.3 Either Party may terminate this Agreement after default pursuant to Article 5 of this Agreement.
- 4.3.4 The Commission may order termination of this Agreement.
- 4.3.5 Upon termination prior to the end of the Term, Participant shall disconnect the Solar Facility from PGE's Electric distribution system at the Participant's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of such termination.
- 4.3.6 The provisions of Sections 2.7, 5.2, 5.4, 6.1, 6.2, 6.4, 6.8 shall survive termination or expiration of this Agreement.

### **4.4 Temporary Disconnection**

- 4.4.1 PGE or Participant may temporarily disconnect the Solar Facility from PGE's electric distribution system for so long as reasonably necessary in the event one or more of the following conditions or events occur:
  - 4.4.1.1 Under system emergency conditions, PGE or the Participant may immediately disconnect the Solar Facility. PGE shall promptly notify the Participant when it becomes aware of an emergency condition that may reasonably be



expected to affect the Solar Facility's operation. The Participant will promptly notify PGE when it becomes aware of an emergency condition that may reasonably be expected to affect PGE's electric distribution system. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 4.4.1.2 For maintenance, repair or construction of the Solar Facility or Electric distribution system, PGE or the Participant may disconnect the Solar Facility. Parties will make reasonable efforts to provide five (5) business days notice to the other Party prior to such interruption and shall use reasonable efforts to coordinate such interruption.
- 4.4.1.3 If PGE determines that operation of the Solar Facility will likely cause disruption or deterioration of service to other customers served from the Electric distribution system, or if operating the Solar Facility could cause damage to PGE's electric distribution system, then PGE may disconnect the Solar Facility. In such event, PGE shall provide the Participant supporting documentation used to reach the decision to disconnect the facility upon the Participant's request.
- 4.4.1.4 If the Participant makes any change to the Solar Facility, other than minor equipment modifications, without prior written authorization of PGE, PGE will have the right to temporarily disconnect the Solar Facility.
- 4.4.1.5 If PGE determines after an inspection pursuant to 3.4.4 that the Solar Facility is noncompliant with the Agreement, the Rules or Tariff, PGE may temporarily disconnect the facility until compliance is achieved.
- 4.4.2 For any temporary disconnection of the Solar Facility under this section, PGE may disconnect Participant's electric service as necessary.
- 4.4.3 The Parties shall cooperate with each other to restore the Solar Facility and PGE's electric distribution system to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this section.

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

**5.1 Assignment.** This Agreement may be assigned by either Party upon fifteen (15) business days' prior written notice, in accordance with the following:

5.1.1 Either Party may assign this 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;

5.1.2 Participant may assign this Agreement, without PGE's consent, to another retail electricity consumer eligible to contract with PGE under the Pilot, provided however that Participant may not assign it to an eligible consumer if doing so would violate capacity distribution guidelines for the Pilot as provided in the Rules. Participant shall provide in its prior written notice all information concerning the transferee necessary for PGE to implement the transfer.

5.1.3 The Participant shall have the right to assign the Agreement, without the consent of PGE, for collateral security purposes to aid in providing financing for the Solar Facility.

5.1.4 Any attempted assignment that violates this Article is void and ineffective. An assignment hereunder 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 the Participant, including any requirements as provided under the Tariff and Rules.

**5.2 Limitation of Liability**

PGE shall not be liable, directly or indirectly, for permitting or continuing to allow an attachment of the Solar Facility to its Electric distribution system, or for the acts or omissions of Participant that cause loss or injury, including death, to any third party.

**5.3 Indemnity**

5.3.1 [*Applicable only to governmental entities:* To the extent allowed by law and subject to the limitations of the Oregon Tort Claims Act, the] Participant agrees that it will indemnify, defend and hold harmless PGE from and against 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, attorneys' fees at trial and on appeal, and all other obligations by or to third parties, arising out of or resulting from Participant's actions or omissions in performing under or implementing this Agreement.

- 5.3.2 PGE agrees that it will indemnify, defend and hold harmless the Participant [*Applicable only to governmental entities:* to the same extent and in the amounts by which Participant's liability would be similarly limited by the Oregon Tort Claims Act,] from and against 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, attorneys' fees at trial and on appeal, and all other obligations by or to third parties, arising out of or resulting from PGE's negligent or willful actions or omissions in performing under or implementing this Agreement.

#### **5.4 Consequential Damages**

**Neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any indirect, 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 or in tort, including negligence, strict liability, or any other theory of liability.**

#### **5.5 Default and Dispute Resolution**

No default shall exist where such failure to discharge an obligation (other than the payment of money) is 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 and the non-defaulting Party shall have the right to terminate this Agreement and be relieved of any further obligation hereunder and, whether or not that Party terminates this 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 in equity. Alternatively, the non-defaulting Party shall have the right to seek dispute resolution with the Commission in lieu of default. The provisions of this Section will survive termination of the Agreement.

#### **5.6 Insurance**

- 5.6.1 Prior to the connection of the Solar Facility to PGE's electric system and participation in the Pilot, Participant shall secure and continuously carry for the Term hereof, with an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance policies for bodily injury and property

damage liability. Except for liability insurance obtained hereunder by residential or noncommercial farming customers, such insurance shall include provisions or endorsements naming PGE, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of PGE and that any insurance maintained by PGE is excess and not contributory insurance with the insurance required hereunder; a cross-liability or severability of insurance interest clause; and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days' prior written notice to PGE. Initial limits of liability for all requirements under this section shall be \$1,000,000 million single limit, which limits may be required to be increased or decreased by PGE as PGE determines in its reasonable judgment economic conditions or claims experience may warrant.

5.6.2 Prior to the connection of the Solar Facility to PGE's electric system and participation in the Pilot, and at all other times required insurance policies are renewed or changed, Participant shall provide PGE with a copy of each insurance policy required under this Section, certified as a true copy by an authorized representative of the issuing insurance company or, at the discretion of PGE, in lieu thereof, a certificate in a form satisfactory to PGE certifying the issuance of such insurance. If Participant fails to provide PGE with copies of such currently effective insurance policies or certificates of insurance, PGE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to Participant either withhold payments due Participant until PGE has received such documents, or purchase the satisfactory insurance and offset the cost of obtaining such insurance from subsequent payments under this Agreement.

5.6.3 Notwithstanding the foregoing, commercial entities, public entities, scholastic entities, and nonprofit organizations who are Participants may satisfy the terms of Section 5.6 by documented participation in an actuarially sound risk retention program such as a risk retention group, risk sharing pool, trust, or captive. A public body participating in a public entity self-insurance program that complies with ORS 30.282 is deemed to be in compliance with Section 5.6. Commercial and public entities desiring to self-insure any of the coverages listed in Section 5.6.1 above shall submit to PGE, prior to the execution of this Agreement, a certified copy of

the Participant's most recent audited financial statements, and such other evidence of its qualifications to act as a self-insurer as may be required by PGE. In the event such approval is granted, it is understood and agreed that PGE, its directors, officers, employees and agents shall be entitled to receive the same coverages and benefits under the Participant's self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the State Of Oregon. Approval of a Participant's ability to self-insure is at the sole discretion of PGE and subject to re-qualification periodically as may be deemed necessary. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Agreement or to limit the Participant's liability under this Agreement to the limits of the policies of insurance (or self-insurance) required to be maintained by the Participant hereunder.

## **Article 6. Miscellaneous**

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

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Oregon. This 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.

### **6.2 Governing Documents and Order of Precedence**

Nothing in this Agreement is intended to affect any other agreement between PGE and the Participant or another interconnection customer. Terms with initial capitalization, when used in this Agreement, shall have the meanings set forth in this Agreement or as given in the Rules and the Tariff and, to the extent this Agreement conflicts with the Rules or Tariff, the Rules and the Tariff shall take precedence in that order.

### **6.3 Amendment**

Additions, deletions or changes to the terms and conditions of this Agreement will not be permitted unless they are mutually agreed to by the Parties or, if required by the Rules, or by the Commission for good cause shown. The Parties may amend this Agreement by a written instrument duly executed by both Parties in

accordance with provisions of the Rules and applicable Commission Orders and provisions of the laws of the State of Oregon.

#### **6.4 No Third-Party Beneficiaries**

This 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, their successors in interest and where permitted, their assigns.

#### **6.5 Waiver**

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

6.5.2 The Parties may also agree to mutually waive a section of this Agreement without the Commission's permission where the section of the Agreement expressly so provides.

6.5.3 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right or duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.

#### **6.6 Entire Agreement**

This Agreement, including any Attachment, 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 this 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 obligations under this Agreement.

#### **6.7 Multiple Counterparts**

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

#### **6.8 No Partnership**

This 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 act as or be an agent or representative of, or to otherwise bind, the other Party.

## **6.9 Severability**

If any provision or portion of this 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 this Agreement shall remain in full force and effect.

## **6.10 Subcontractors**

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

## **6.11 Disclosure Required by OAR 860-084-0240 (2)(k)**

The Commission requires the following disclosure to be included in this Agreement: "payments under the volumetric incentive rate bid option may be taxable as income under Oregon and Federal Tax law and that an eligible system may be subject to property tax in the State of Oregon." The Parties expressly agree that PGE, by including this disclosure in this Agreement, is in no way providing any tax or legal advice to Participant.

## **Article 7. Notices and Records**

### **7.1 General**

Unless otherwise provided in this Agreement, any written notice, demand, or request or communication required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered via e-mail (if provided in this section 7.1 by the Participant) or sent by first class United States mail, postage prepaid, to the person specified below:

For Communication to the Participant:

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

Attention: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



For Communication to PGE:

Attention: Solar Payment Option Coordinator

Address: PGE, 121 SW Salmon St., 3WTC-0407

City: Portland

State: OR

Zip: 97204

Phone: 503-464-8200

Fax: 503-464-2284

E-mail: solar@pgn.com

7.1.1 Notice shall be deemed delivered on the day an e-mail is sent (if an email address is provided for Notice purposes) or Notice is deposited in First Class U.S. mail. The Participant shall be responsible for informing PGE of any changes to its notification address as soon as reasonably possible.

## **7.2 Records**

The utility will maintain a record of all Interconnection Agreements and related attachments for as long as the interconnection is in place. The utility will provide a copy of these records to the Participant or Interconnection Customer within fifteen (15) Business Days if a request is made in writing.

## **7.3 Billing and Payment Addresses**

Billings and payments shall be sent to the addresses set out above unless alternative billing addresses and contact information are provided to the other Party in writing.

## **7.4 Designated Operating Representative (if different than 7.1 above)**

The Parties may designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operating provisions of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Participant's Operating Representative (if different than 7.1 above):

Attention: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **7.5 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.

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

For the Participant

Signature: \_\_\_\_\_

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

Title (*if any*): \_\_\_\_\_

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

For Portland General Electric Company

Signature: \_\_\_\_\_

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

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

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

Attachment A

Interconnection and Capacity Reservation Applications

Attachment B  
Modifications