DRAFT AMENDED NET-METERING AGREEMENT

This **Net-metering Agreement** is entered into by and between:

> _____**,** of legal age, single/married, with postal address at _____, hereinafter referred to as the Qualified End-User (QE);
>
> -and-
>
> _____, an electric distribution utility duly organized and existing under Philippine laws, with principal office address at _____, franchised to construct, own, operate and maintain an electric distribution facility in the city/municipalities/barangays of _____, all in the Province of _____, represented herein by its President/General Manager _____, hereinafter referred to as the DU;

WITNESSETH THAT:

WHEREAS, QE intends to install within its premises for purposes of net-metering a Renewable Energy (RE) facility, more particularly described as follows:

Technology Type: _____
Rated Capacity: _____
Location: _____

WHEREAS, DU has pre-qualified QE to be eligible to participate in the net-metering program;

NOW, THEREFORE, the parties enter into this net-metering agreement under the following terms and conditions:

Section 1. Compliance Standards. - The RE System to be installed within the QE's premises must be compliant with the standards set by Philippine Electrical Code (PEC), Philippine Distribution Code (PDC),

Distribution Service Open Access Rules (DSOAR) and the Net-Metering Interconnection Standards.

Section 2. Interconnection Set-Up. - The RE facility shall be embedded in the QE's premises and shall be equipped with appropriate metering equipment.

a. *The DU shall furnish and install a single bi-directional meter at the QE's premises.*

b. *DUs with an approved AMI-DER service, it shall furnish and install a single bi-directional meter consistent with Section 34 of the Rules to Govern the Implementation of Advanced Metering Infrastructure (AMI) By Distribution Utilities And Other ERC-Authorized Entities, as decided by the Commission in ERC Case No. 2015-001 RM, promulgated on 18 May 2016.*

c. The DU *shall also install another meter* in proximity to the RE System to measure the total RE generated *for compliance to the Renewable Portfolio Standards (RPS) and to determine the actual consumption for the non-exemption from payment of the UC, FIT-All, lifeline rate and other relevant subsidies*.

d. *All meters and its installation shall be at the expense of the QE, except in the case of new accounts and QEs with existing separate meters required to be replaced with a single meters bi-directional meter, the cost thereof shall be on the account of the DU.*

A complete and more detailed plans and specifications of the interconnection set-up and facilities are attached as an integral part of this net-metering agreement.

Section 3. DU Inspection. - The QE shall allow the DU to enter the QE's premises to inspect, test, maintain and operate the protective devices and read or test the meters and other facilities, *provided that the QE was given a notice in a writing at least three (3) days before the DU's intended date to enter the premises.*

The DU, upon the same notice requirement as stated above, may limit the operation and/or disconnect, or require the disconnection of a QE's RE system from the DU's Distribution System under the following circumstances:

1) *Routine Maintenance, repairs or modification of the DU's Distribution System;*

2) *Upon determination by the DU that a QU's RE system is not compliant with the DSOAR and the Distribution Code; and*

3) *Upon termination of the Agreement.*

However, in cases of emergency where the DU reasonably believes that a hazardous condition exists which may warrant such limiting of the operations and/or disconnection to ensure public safety, only reasonable notice to the QE is required.

Section 4. Meter Readings. - The DU shall be the Metering Service Provider and shall conduct the meter reading of the import and export meters every ___ day of the month for billing purposes. The DU shall immediately leave a copy of the results of its meter readings at the QE's premises, in accordance with Section 2.11.2 of the Distribution Services and Open Access Rules (DSOAR).

Section 5. Pricing of Exported Renewable Energy. *The price of export electricity shall be the DU's monthly generation charge, which is based on its blended generation cost.*

QEs that are under the TOU program or any similar scheme provided by the DU prior to entering into an NMA shall have the price of their export electricity at TOU rate.

Existing QEs may, likewise, opt to apply for the TOU program or any similar scheme provided by the host DU, if qualified. The price of their export electricity shall be the TOU rate.

Section 16. Conduct of Distribution Impact Study (DIS). *The DU shall determine in a non-discriminatory basis whether a specific DIS is necessary, to ensure the reliability and safety of the interconnection of the RE system and the Distribution System. There will be no additional charges that will be imposed on the QE for the conduct of the DIS.*

Section 7. Billing Charges. The net amount payable by or creditable to the QE shall be obtained by subtracting from the subtotal amount for import energy, the following: (a) the subtotal peso amount for export energy, and (b) the peso amount credited in the previous month, if any. If the resulting peso amount is positive, QE shall pay this positive peso amount to the DU. If the resulting peso amount is negative, the DU shall credit the negative peso amount to the QE's electric bill in the immediately succeeding billing period. *If by the end of the Calendar Year, the QE has a negative peso amount balance,*

the same shall be paid by the DU on or before 15 January the following calendar year, unless the QE opts to carry forward to the next billing. If the DU fails to pay the QE within the given period, 6% interest shall be imposed.

Section 8. Termination Date. – The agreement shall be co-terminus with the service contract of the QE with the DU under Customer Account No. _____. Either party may however pre-terminate this net-metering agreement for just cause.

Section 9. Dispute Resolution. – In case of dispute over the application of certain provisions of this agreement, the parties shall exert best efforts to resolve the dispute among themselves within thirty (30) *calendar* days from when the dispute arose. If the dispute remains unresolved after *this* thirty (30) day period, either party may file a petition for dispute resolution with the Energy Regulatory Commission (ERC), who shall have original and exclusive jurisdiction over such dispute.

While these are pending with the ERC, the status quo of cases involving violation of contract shall be maintained. The maintenance of the status quo shall only be applicable to the subject matter of the case and will not extend to any other right/s and obligation/s between the parties.

IN WITNESS WHEREOF, the parties execute this Net-Metering Agreement this (date) at (place).

ABC Electric
Company/Cooperative
(DU)

By:
President/General Manager

Juan Dela Cruz
Qualified End-User

Witnesses:

_____ _____

Acknowledgment

Republic of the Philippines)
) S.S.

BEFORE ME, this _____, the following persons appeared before me,

NAME	Identification Documents (TIN/Driver's License/SSS)	Date/Place of Issue

known to me to be same persons who personally appeared before me and acknowledged to me that the foregoing agreement is the result of the free act and deed and that of the corporation/cooperative which they represent.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.