

Application No.	
Service Location	



**APPENDIX C
NET METERING INTERCONNECTION AGREEMENT
TIER 1 and TIER 2 QUALIFYING PARTIES**

This Net Metering Interconnection Agreement is executed in duplicate this _____ day of _____, 20____, between _____ (hereinafter referred to as "Customer"), and Public Utility District No. 1 of Franklin County, (hereinafter referred to as "Utility"). Both parties, who may be herein further referred to collectively as "Parties" and individually as "Party," agree as follows:

1. CUSTOMER ELECTRIC GENERATING FACILITY

- a) Customer has elected, in accordance with RCW 80.60 et seq., to operate either a net metered fuel cell facility that produces electricity and used and useful thermal energy from a common fuel source, or a facility that uses water, wind, solar energy, or bio-gas as a fuel as set forth in chapter 80.60 RCW with a generating capacity of not more than one hundred (100) kilowatts, in parallel with the Utility's transmission and distribution facilities. The customer's electric generating facility (Generating Facility) is intended to offset either part or all of the Customer's electrical requirements.
- b) The Utility will not provide wheeling for Customer. Generation from the net metering electrical Generating Facility will only be applied to consumption at the location of said electrical Generating Facility.
- c) Customer's completed Application for New Net Metering Interconnection, including all attachments, is hereby incorporated into this agreement as Appendix A.
- d) The installation is identified by the Utility with the following designators:

Customer Utility Account No. _____
Transformer No.: _____ **Feeder No.:** _____ **Phase:** _____
- e) A separate Net Metering Interconnection Agreement shall be entered into for each electric Generating Facility location(s).
- f) The electrical generating system facility used by the Customer shall be located on the Customer's premises. It shall include all equipment necessary to meet applicable safety, power quality, and Interconnection requirements established by the National Electrical Code (Articles 690 and 705), National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, and the Utility's Rules for Customer Interconnection of Electric Generating Facilities, which is attached hereto.
- g) The Utility shall have the sole authority to determine which Interconnection requirements set forth herein are applicable to Customer's proposed Generating Facility.

2. PAYMENT FOR NET ENERGY

- a) The Utility shall measure the net electricity produced or consumed by the Customer during each billing period, in accordance with normal metering practices.

- b) If the electricity supplied by the Utility exceeds the electricity generated by the Customer during the billing period, or any portion thereof, then the Customer shall be billed for the net electricity supplied by the Utility together with the appropriate basic charge for the customer rate class.
- c) If the electricity generated by the Customer during the billing period, or any portion thereof, exceeds the electricity supplied by the Utility, then the Customer shall:
 - i. be billed for the appropriate basic charge for the customer rate class; and
 - ii. receive credit for the net excess kilowatt-hours generated during the billing period, with this kilowatt-hour credit appearing on Customer's bill for the following billing period.
 - iii. have the right to request meter aggregation per the requirements of RCW 80.60.030 and the Utility Rules and Regulations.
- d) **On March 31 of each calendar year**, any unused kilowatt-hour credit accumulated by the Customer during the previous calendar year but not used during that year shall be lost and no longer useable by the Customer to offset future power bills.
- e) Customer shall pay any amount owing for electric service provided by the Utility in accordance with current applicable rates and policies. Nothing in this Section 2 shall limit the Utility's rights under applicable Rate Schedules, City Ordinances, Customer Service Policies, and General Provisions.

3. INTERRUPTION OR REDUCTION OF DELIVERIES

- a) The Utility may require Customer to interrupt or reduce deliveries as follows:
 - i. when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any Utility or customer-owned equipment or part of its system; or
 - ii. if the Utility determines that curtailment, interruption, or reduction is necessary because of emergencies, force, or compliance with prudent electrical practices.
- b) Whenever possible, the Utility shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.
- c) Notwithstanding any other provision of this Agreement, if at any time the Utility determines that either:
 - i. the Generating Facility may endanger Utility personnel, or
 - ii. the continued operation of Customer's Generating Facility may endanger the integrity of the Utility's electric system, then the Utility shall have the right to disconnect temporarily or permanently, the Customer's Generating Facility from the Utility's electric system. Customer's Generating Facility shall remain disconnected until the Utility is satisfied that the condition(s) referenced in subsections a) or c) of this Section 3, have been corrected.

4. INTERCONNECTION

- a) Customer shall deliver the excess energy to the Utility at the Utility's meter.

- b) Customer shall pay for designing, installing, inspecting, operating, and maintaining the electric Generating Facility in accordance with all applicable laws and regulations and shall comply with the Utility's Rules for Customer Interconnection of Electric Generating Facilities, which is hereby incorporated into this agreement. Customer shall pay for the Utility's standard watt-hour meter electrical hook-up, if not already present.
- c) Customer shall not commence parallel operation of the Generating Facility until written approval of the Interconnection facilities has been given by the Utility. Such approval shall not be unreasonably withheld. The Utility shall have the right to have representatives present at the initial testing of Customer's protective apparatus. Customer shall notify the Utility when testing is to take place.

5. MAINTENANCE AND PERMITS

- a) Customer shall maintain the electric Generating Facility and Interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Rules for Customer Interconnection of Electric Generating Facilities, and
- b) Customer shall obtain any governmental authorizations and permits required for the construction and operation of the electric Generating Facility and Interconnection facilities, including electrical permit(s).
- c) Customer shall reimburse the Utility for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility or failure to maintain Customer's Generating Facility as required in subsection b. of this Section 5.

6. ACCESS TO PREMISES

The Utility may enter Customer's premises or property to:

- a) inspect, with reasonable prior notice whenever appropriate and at all reasonable hours, Customer's Generating Facility's protective devices;
- b) read meter and to disconnect the interconnection for maintenance purposes; and
- c) disconnect at the Utility's meter or transformer, without notice, the Generating Facility if, in the Utility's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or the Utility's facilities, or property of others from damage or interference caused by Customer's electric Generating Facility, or improperly operating protective devices or inability to inspect the same.

***Utility inspection, or other actions, shall not constitute approval by the Utility.
The customer is solely responsible for the safe and adequate operation of the facility.***

7. INDEMNITY AND LIABILITY

- a) The Customer assumes the risk of all damages, loss, cost and expense and agrees to indemnify the Utility, its successors and assigns, and its respective directors, officers, employees and agents, from and against any and all claims, losses, costs, liabilities,

damages and expenses including, but not limited to, reasonable attorney fees, resulting from or in connection with performance of the agreement or which may occur or be sustained by Utility on account of any claim or action brought against the Utility for any reason including but not limited to loss to the electrical system of the Customer caused by or arising out of an electrical disturbance.

- b) Such indemnity, protection, and hold harmless includes any demand, claim, suit or judgment for damages, death or bodily injury to all persons, including officers, employees or agents, and subcontractors of either Party hereto including payment made under or in connection with any Worker's Compensation Law or under any plan for employees' disability and death benefits or property loss which may be caused or contributed to by the Interconnection, maintenance, operation, use, presence, or removal of Customer's equipment. The only exception will be liability occasioned by the sole negligence or willful misconduct of the Utility or its employees acting within the scope of their employment and liability occasioned by a partial negligence of the Utility or its employees acting within the scope of their employment to the extent that such partial liability is fixed by a court of competent jurisdiction.
- c) The provisions of this Section 7 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any insurance policy.
- d) The Utility shall have no liability, ownership interest, control, or responsibility for the Customer's Electric Generating Facility or its Interconnection with the Utility's electric system, regardless of what the Utility knows, or should know, about the Customer's Electric Generating Facility or its Interconnection.
- e) Customer recognizes that it is waiving immunity under Washington Industrial Insurance law, Title 51 RCW, and further agrees that this indemnification clause has been mutually negotiated. This indemnification shall extend to and include attorney's fees and the costs of establishing the right of indemnification hereunder in favor of the Utility.

8. INDEPENDENT CONTRACTORS

The Parties hereto are independent contractors and shall not be deemed to be partners, joint ventures, employees, franchisees or franchisers, servants or agents of each other for any purpose whatsoever under or in connection with this Agreement.

9. GOVERNING LAW

This Agreement shall be interpreted, governed, and constructed under the laws of the State of Washington as if executed, and to be performed, wholly within the State of Washington. Venue of any action arising hereunder or related to this agreement shall lie in Franklin County, Washington.

10. FUTURE MODIFICATION OR EXPANSION

Any future modification or expansion of the Customer owned Generating Facility will require an engineering, safety and reliability review and approval by the Utility. The Utility reserves the right to deny the modification or expansion or to require the Customer, at Customer's expense, to provide modifications or additions to existing electrical devices including, but not limited to protection device and meters, in the event of changes to government or industry regulation and/or standards.

11. AMENDMENTS, MODIFICATIONS, OR WAIVER

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or waiver of the breach of any other term or covenant unless such waiver is in writing.

12. ASSIGNMENT

The Customer shall not assign its rights under this Agreement without the express written consent of the Utility. The Utility may impose reasonable conditions on any such assignment to ensure that all of Customer's obligations under this Agreement are met and that none of Customer's obligations under this Agreement is transferred to the Utility because of default, bankruptcy, or any other cause.

13. ATTACHMENTS

This Agreement includes the following attachments, which are incorporated herein by reference:

- Customer Application for Net Metering Interconnection.
- Current Utility Rules for Customer Interconnection of Electric Generating Facilities.

14. NOTICES

Customer notices provided to the Utility, shall refer to the service address set forth in Application for New Metering Interconnection, Appendix A. All written notices shall be directed as follows:

Franklin PUD	Interconnection Customer
Attention: Engineering / Net Metering	Name
PO Box 2407	Address
Pasco, WA 99302-2407	City, State, Zip

15. TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Customer and the Utility as provided below and shall remain in effect thereafter on a month to month basis unless terminated by either Party on thirty (30) days' prior written notice.

16. OWNERSHIP AND CONTROL

The Customer certifies that they are the owner of the property on which the Generating Facility is located, is the owner or granted use by the owner of the Generating Facility, and will have full control of the operation of the Generating Facility.

17. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This agreement is effective as of the last date set forth below.

Interconnection Customer	Owner of Generating Facility (if different)
Print Name	Print Name
Signature	Signature
Date	Date

Franklin PUD	
Print Name	Title
Signature	Date