Net Energy Metering Interconnection Agreement

For Customer Owned Fuel Cell, Solar, Wind, or Hydropower Electric Generating Facilities of 100 Kilowatts or Less

This Net Energy Metering Interconnection Agreement is between __________________________ (hereinafter referred to as "Customer"), and Cowlitz PUD and shall be effective on the date last signed below. Both parties, who may be herein further referred to collectively as "Parties" and individually as "Party", agree as follows:

1. CUSTOMER ELECTRIC GENERATING FACILITY

   1. Customer has elected, in accordance with Cowlitz PUD Engineering Policies & RCW 80.60 et seq., and RCW 82.16 et seq. to operate either a net energy metering fuel cell, solar, wind or hydropower electric generating facility, with a generating capacity of not more than one hundred kilowatts, in parallel with Cowlitz PUD’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.

   2. Cowlitz PUD will not provide wheeling for Customer as generation from the net metering electrical generating facility is only applied to consumption at the location of said electrical generating facility.

   3. Customer’s Application for Net Metered Electrical Generation, including the location of the electrical generating installation facility and details on the electrical generating unit(s) is hereby incorporated into this Agreement as Appendix A.

   4. The installation is identified by Cowlitz PUD with the following designators:

      a. Initial Feeder and Phase: ________________________________
      b. Customer Cowlitz PUD ID (Account) No.: ________________

   5. A separate agreement shall be entered into for each Customer’s electrical service location(s).

   6. The electrical generating system facility used by the Customer shall be located on the Customer’s premise(s). 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 Cowlitz PUD’s Interconnection Standards Policy.
7. Cowlitz PUD 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

1. Cowlitz PUD shall measure the net electricity produced or consumed by the Customer during each billing period, in accordance with normal metering practices.

2. If the electricity supplied by Cowlitz PUD exceeds the electricity generated by the Customer, then the Customer shall be billed for the Net electricity supplied by Cowlitz PUD together with the appropriate customer charge paid by other customers of Cowlitz PUD in the same rate schedule.

3. If the electricity generated by the Customer and distributed back to Cowlitz PUD during the billing period, or any portion thereof, exceeds the electricity supplied by Cowlitz PUD, then the Customer shall be:
   a. billed for the appropriate customer service charge as other customers of Cowlitz PUD in the same rate schedule; and
   b. credited 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.

4. On April 30th of each calendar year, any remaining unused kilowatt-hour credit accumulated by the Customer during the previous year (being the previous 12 months), if any, shall be granted to Cowlitz PUD, without any compensation to the Customer.

5. Customer shall pay any amount owing for electric service provided by Cowlitz PUD in accordance with applicable rates and policies. Nothing in this Section 2 shall limit Cowlitz PUD's rights under applicable Rate Schedules, City Ordinances, Customer Service Policies, and General Provisions.

3. INTERRUPTION OR REDUCTION OF DELIVERIES

1. Cowlitz PUD may require Customer to interrupt or reduce deliveries as follows:
   a. when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or
   b. if it determines that curtailment, interruption, or reduction is necessary because of emergencies, force or compliance with prudent electrical practices.

2. Whenever possible, Cowlitz PUD shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.
3. Notwithstanding any other provision of this Agreement, Cowlitz PUD shall have the right to disconnect Customer's generating facility from Cowlitz PUD’s electric system if at any time Cowlitz PUD determines that either:

   a. the generating facility may endanger Cowlitz PUD personnel, or
   b. the continued operation of Customer's generating facility may endanger the integrity of Cowlitz PUD's electric system.

Customer's generating facility shall remain disconnected until such time as Cowlitz PUD is satisfied that the condition(s) referenced above have been corrected.

4. INTERCONNECTION

1. Customer shall deliver the excess energy to Cowlitz PUD at the Cowlitz PUD’s meter.

2. 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 Cowlitz PUD’s Interconnection Standards set forth in its Engineering Policies.

3. Customer shall pay for Cowlitz PUD’s standard charges for service connection, if not already present.

4. Customer shall pay for installation of a Generator Production Meter for the purpose of measuring the output of the generator. That cost is:

   a. Single Phase - $250
   b. Three Phase - Actual costs.

5. Customer shall not commence parallel operation of the generating facility until written approval of the Interconnection facilities has been given by Cowlitz PUD. Such approval shall not be unreasonably withheld. Cowlitz PUD shall have the right to have representatives present at the initial testing of Customer's protective apparatus. Customer shall notify Cowlitz PUD when testing is to take place.

5. MAINTENANCE AND PERMITS

Customer shall:

1. 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, Cowlitz PUD’s Interconnection Standards.

2. Obtain any governmental authorizations and permits required for the construction and operation of the electric generating facility and Interconnection facilities, including electrical permit(s).
3. Reimburse Cowlitz PUD 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 by this Agreement.

6. ACCESS TO PREMISES

Cowlitz PUD may enter Customer's premises or property to:

1. Inspect, with prior notice, at all reasonable hours, Customer's generating facility’s protective devices.

2. Read and inspect meter.

3. Disconnect at Cowlitz PUD’s meter or transformer, without notice, the generating facilities if, in Cowlitz PUD’s opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Cowlitz PUD’s facilities, or property of others from damage or interference caused by Customer's electric generating facilities, or lack of properly operating protective devices or inability to inspect the same.

Cowlitz PUD inspection or other action shall not constitute approval by Cowlitz PUD. The Customer is solely responsible for the safe and adequate operation of its facilities.

7. INDEMNITY AND LIABILITY

1. The Customer assumes the risk of all damages, loss, cost and expense and agrees to indemnify Cowlitz PUD, 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 Interconnection with performance of the agreement or which may occur or be sustained by Cowlitz PUD on account of any claim or action brought against Cowlitz PUD for any reason including by not limited to loss to the electrical system of the Customer caused by or arising out of an electrical disturbance.

2. 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 Interconnection 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 Cowlitz PUD or its employees acting within the scope of their employment and liability occasioned by a partial negligence
of Cowlitz PUD 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.

3. 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.

4. Cowlitz PUD shall have no liability, ownership interest, control or responsibility for the Customer’s Electric Generating Facility or its Interconnection with Cowlitz PUD’s electric system, regardless of what Cowlitz PUD knows or should know about the Customer’s Electric Generating Facility or its Interconnection.

5. 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 Cowlitz PUD.

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 Cowlitz County, Washington.

10. FUTURE MODIFICATION OR EXPANSION

Any future modification or expansion of the Customer owned generating facility will require an engineering review and approval by Cowlitz PUD. Cowlitz PUD reserves the right 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 Cowlitz PUD. Cowlitz PUD 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 are transferred to Cowlitz PUD as a result of default, bankruptcy, or any other cause.

13. APPENDICES

The Agreement includes the following appendices attached and incorporated by reference:

Appendix A: Application for Net Metered Generation
Appendix B: Generating Facility Certificate of Completion
Appendix C: Net Metering Project Checklist

14. NOTICES

All written notices shall be directed as follows:

Cowlitz PUD
P.O. Box 3007
961 12th Avenue
Longview, Washington 98632

Customer:

_________________________________
Name

_________________________________
Address

_________________________________
City, State & Zip

Customer notices to Cowlitz PUD, shall include the customer name, Cowlitz PUD account number and physical address of the generating facility.
15. **TERM OF AGREEMENT**

This Agreement shall be in effect when signed by the Customer and Cowlitz PUD and shall remain in effect thereafter month to month unless terminated by either Party on thirty (30) days' prior written notice.

16. **SIGNATURES**

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