

Net Metering Interconnection Workbook

for

Customer-Owned Generating Facilities (100 kW or Less)

NET METERING INTERCONNECTION WORKBOOK

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CHAPTER ONE

General Requirements

Introduction

Welcome to Public Utility District No. 2 of Grant County, hereafter referred to as "Grant PUD". Note: *Italicized* words are defined in Chapter 3.

It is the *customer*'s responsibility to ensure compliance with the National Electrical Code (*NEC*), Washington Administrative Code (WAC), National Electric Safety Code (NESC), the Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI), and Underwriters Laboratories (UL) standards, and local, state and federal building codes and ordinances that apply to the project. The *customer* shall be responsible for obtaining all applicable permit(s) for the equipment installations on their property.

The *customer*, if not knowledgeable in electrical work, should consider using a contractor to install the electrical equipment.

Other workbooks are available with information regarding the installation of electric service and fiber optic cable to permanent single-family, multifamily, and nonresidential commercial buildings, condominium complexes, apartment buildings, mobile home parks, and irrigation sites. These workbooks are available free of charge from Grant PUD's Local Offices.

Getting Started

Request a "Net Metering Application" from EnergyServices@gcpud.org. Upon completing the "Net Metering Application", the Energy Services Group will assist and process your request.

Net Metering Application

The *customer* is required to have available the following information in order to complete a "Net Metering Application." NOTE: All service connections are subject to Grant PUD's Customer Service Policies as they are written or as they are amended by Grant PUD's Board of Commissioners.

Completing the Net Metering Application

The *Net Metering Application* is comprised of five areas:

- 1. Customer Information
- 2. Site Sketch
- 3. Electrical Schematic Drawing
- 4. Non-refundable Fee
- 5. Manufacturers Cut-Sheets

When completing the *Net Metering Application*, please type or print legibly. The information on the *Net Metering Application* will include the location of the *Net Metering System* and electrical details. This *application* will be used by Grant PUD to determine which *interconnection* requirements are applicable to the *customer's* proposed generating facility.

NOTE: All requested information must be provided, or the *application* may be delayed or returned.

General Conditions

The Net Metering Application states the general conditions and requirements and technical specifications for the safe and reliable operation of the interconnected Net Metering System, 100 kW or less in capacity, that are intended to generate energy to serve all or a part of the customer's load.

Electrical Generating Systems (100 kW or less)
Any electrical generating facility with an electrical generating capacity of 100 kW or less must comply with these standards to be eligible to connect and operate in parallel with Grant PUD's distribution system.

Application

Each customer seeking to install and operate an interconnected *Net Metering System* shall complete and submit an *application*, along with the *application* fees, to Grant PUD. Information must be accurate and complete before approval from Grant PUD.

Application Fee

The Net Metering *application* fee shall be submitted with the *application* for an interconnected *Net Metering System*. This fee includes an application review and a typical net meter change out, this fee is non-refundable. Please refer to the "Customer Service Policies Fee Schedule" at <u>grantpud.org/rates-fees</u> for the Net Metering *Application* fee.

Net Metering Interconnection Agreement

Upon approval of an *application*, the customer shall sign a "Net Metering *Interconnection Agreement*". This agreement shall be signed prior to Grant PUD proceeding.

Application Prioritization

All generation interconnection requests for facilities 100 kW or less will be on a first come first serve bases, provided the customer has accurately completed the *application* and signed a "Net Metering *Interconnection Agreement*.

Unauthorized Connections

For public and working personnel safety, any Grant PUD non-approved generation interconnections shall be immediately disconnected from Grant PUD's system.

Dedicated Distribution Transformer

To ensure reliable service to Grant PUD customers, Grant PUD will review the application and determine if a dedicated distribution transformer is required. If Grant PUD requires a dedicated distribution transformer, the customer shall pay all costs of the new transformer and related facilities.

Net Metering

Metering for *Net Metering System* as set forth in RCW 80.60: Grant PUD shall install, own and maintain a kilowatt-hour meter, or meters as the installation may determine, capable of registering the bi-directional flow of electricity at the *Point of Common Coupling* at a level of accuracy that meets all applicable

standards, regulations and statutes. The meter(s) may measure such parameters as time of delivery, power factor, voltage and such other parameters as Grant PUD shall deem necessary to monitor the installation. The customer shall provide in the design adequate space per national, state, and local codes for metering equipment. It will be the customer's responsibility to provide all the interconnection equipment including the current transformer enclosure (if required), meter socket(s), visible and lockable disconnect switch, and junction box(s). All equipment shall be included in the design and shown on the customers supplied drawings prior to requesting Grant PUD approval. Grant PUD will determine if the installation will be compatible with Grant PUD's distribution system and may or may not approve the Interconnected Net Metering System. An approved Grant PUD socket is required to be installed for the meter.

Production Metering

Grant PUD may require separate metering for all customer generated power. This meter, if required, will record the total amount of electricity generated by the facilities and be utilized for statistics, billing, and any interaction required with government agencies. All costs associated with the installation of production metering will be paid by the customer. A Grant PUD approved meter socket is required to be installed for the meter and the customer is responsible for installing a production meter or blank jumper plate. Please refer to the "Approved Residential Meter Sockets" and "Approved Commercial Meter Sockets" document downloads at grantpud.org/services for the Grant PUD approved meter sockets.

Labeling

Labeling shall be installed on equipment by the customer and approved by both Washington State L&I and Grant PUD in accordance with NEC requirements.

Insurance & Liability

As currently set forth for qualifying generation under RCW 80.60, no additional insurance will be necessary. For other generation facilities permitted under these standards but not contained within RCW 80.60, additional insurance and indemnification may be required. Qualifying generation must meet these interconnection standards and maintain compliance with these standards during operation.

Future Modification, Removal or Expansion

Prior to any future modification, removal, or expansion of the *Net Metering System*, the customer will obtain Grant PUD review and approval. Grant PUD reserves the right to require the customer, at the customer's expense, to provide corrections or additions to existing electrical devices in the event of modification of government or industry regulations and standards.

District System Capacity

For the overall safety and protection of Grant PUD's system RCW 80.60 currently limits interconnection of generation for net metering to 4% of Grant PUD's peak demand during 1996. Additionally, *interconnection* of qualified customer-owned generation to individual distribution feeders will be limited to 10% of the feeder's peak capacity. However, it is at the discretion of Grant PUD to determine the capability of adding additional generation facilities to the distribution system.

Customer-Owned Equipment Protection

It is the responsibility of the customer to protect their facilities, loads and equipment and comply with the requirements of all appropriate standards, codes, statutes, and authorities.

Interconnection Costs

Additional costs above and beyond the application fee will be determined after the application is received. These costs will include any Grant PUD installed equipment and

required testing in order to integrate the *Net Metering Systems*. For example, costs may be incurred for transformers, production meters, special net meter (as determined by the meter shop) and Grant PUD testing, qualification, and approval of non UL 1741 listed equipment.

CHAPTER TWO

Technical Specifications

This chapter sets forth the technical specifications and conditions that must be met to Interconnected *Net Metering Systems*, 100 kW or less, for parallel operation with the distribution system of Grant PUD.

General Interconnection Requirements

- Any Net Metering System desiring to interconnect with Grant PUD's distribution system or modify an existing interconnection must meet all minimum technical specifications applicable, in their most current approved version, as set forth in this chapter.
- 2. The specifications and requirements listed herein are intended to mitigate possible adverse impacts caused by the *Net Metering System* on Grant PUD equipment and personnel and on other customers of Grant PUD. They are not intended to address protection of the *Net Metering System* itself or its internal load. It is the responsibility of the *Net Metering System* customer to comply with the requirements of all appropriate standards, codes, statutes and authorities to protect themselves and their equipment.
- 3. The specifications and requirements listed herein shall apply generally to the non-Grant PUD-owned electric generation equipment to which this standard and agreement(s) apply throughout the period encompassing the customer's installation, testing and commissioning, operation, maintenance, decommissioning and removal of said equipment. Grant PUD may verify compliance at any time, with reasonable notice.
- 4. The customer shall comply with the requirements in Sections 4(a), 4(b) and 4(c). However, at its sole discretion, Grant PUD may approve alternatives that satisfy the intent of, and/or may excuse compliance

- with, any specific elements of these requirements.
- a) Codes and Standards. The customer shall conform to all applicable codes and standards for safe and reliable operation. Among these are the National Electric Code (NEC), National Electric Safety Code (NESC), the Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI), and Underwriters Laboratories (UL) standards, and local, state and federal building codes. The customer shall be responsible for obtaining all applicable permit(s) for the equipment installations on their property.
- b) Safety. All safety and operating procedures for joint use equipment shall be in compliance with the Occupational Safety and Health Administration (OSHA) Standard 29, CFR 1910.269, the NEC, Washington Administrative Code (WAC) rules, the Washington Industrial Safety and Health Administration (WISHA) Standard, and equipment manufacturer's safety and operating manuals.
- Power Quality. Installations will be in compliance with all applicable standards including IEEE Standard 519-1992 Harmonic Limits.

Inverter-Based Interconnection Requirements, as Applicable

- IEEE Standard 1547-2003 Standard for Interconnecting Distributed Resources with Electric Power Systems
- UL Standard 1741, Inverters, Converters, and Controllers for Use in Independent Power Systems - Equipment must be UL listed.
- IEEE Standard 929-2000, IEEE Recommended Practice for District Interface of Photovoltaic (PV) Systems

Non-Inverter-Based Interconnection Requirements

- The Application for such Interconnection may require more detailed Grant PUD review, testing, and approval, at the customer's cost, for the equipment proposed to be installed to ensure compliance with applicable standards including:
- IEEE Standard 1547-2003, Standard for Interconnecting Distributed Resources with Electric Power Systems
- ANSI Standard C37.90, IEEE Standard for Relays and Relay Systems Associated with Electric Power Apparatus.
- Customers proposing such inter-connection may also be required to submit a power factor mitigation plan for Grant PUD review and approval.

Specific Interconnection Requirements

Visible and Lockable Disconnect Switch
 Customer shall furnish and install on
 customer's side of the meter a UL approved
 visible and lockable disconnect switch which
 shall be capable of fully disconnecting the
 customer's energy generating equipment
 from Grant PUD electric service. The
 disconnect switch shall be located adjacent
 to Grant PUD meters and shall be of the
 visible break type in a metal enclosure which
 can be secured by a padlock. The disconnect
 switch shall be accessible to Grant PUD

personnel at all times.

Grant PUD shall have the right to disconnect the facility at the disconnect switch: when necessary to maintain safe electrical operating conditions; if the facility does not meet required standards; or if the facility at any time adversely affects the Grant PUD's operation of its electrical system or the quality of Grant PUD's service to other customers.

Voltage and Phasing

Nominal voltage and phase configuration of customer generation must be compatible to Grant PUD's system at the *Point of Common Coupling (PCC)*.

Interconnection to Secondary Network Distribution Systems

Customer must provide evidence that their generation will never result in reverse current flow through Grant PUD's Network Protectors. All instances of interconnection to secondary Distribution Networks shall require review and written pre-approval by Grant PUD. Interconnection to distribution secondary area networks is not allowed. Closed Transition Transfer Switches are not allowed in secondary Network Distribution Systems (Distribution Systems with multiple sources of secondary supply).

CHAPTER THREE

Glossary

The following words and terms shall be understood to have the following meanings when used in the General Conditions and Technical Specifications of the Interconnection Standards.

Application: The notice provided by the *customer* to Grant PUD, which initiates the interconnection process.

Customer: Entity who owns and/or operates the *Net Metering System* interconnected to Grant PUD distribution system.

Facility, also referred to as Electrical Generating System (EGS): A source of electricity owned by the *customer* that is located on the *customer's* side of the PCC, and all facilities ancillary and appurtenant thereto, including interconnection equipment, which the *customer* requests to interconnect to Grant PUD's distribution system.

In-Service Date: The date on which the *Net Metering System* modifications (if applicable) are complete and ready for service, even if the *Net Metering System* is not placed in service on or by that date.

Interconnection Agreement: An agreement for interconnection service between the *customer* and Grant PUD. The agreement also includes any amendments or supplements thereto entered into by the *customer* and Grant PUD.

Net Metering: As defined in RCW 80.60.010, means "measuring the difference between the electricity supplied by an electric utility and the electricity generated by a customer-generator that is fed back to the electric utility over the applicable billing period."

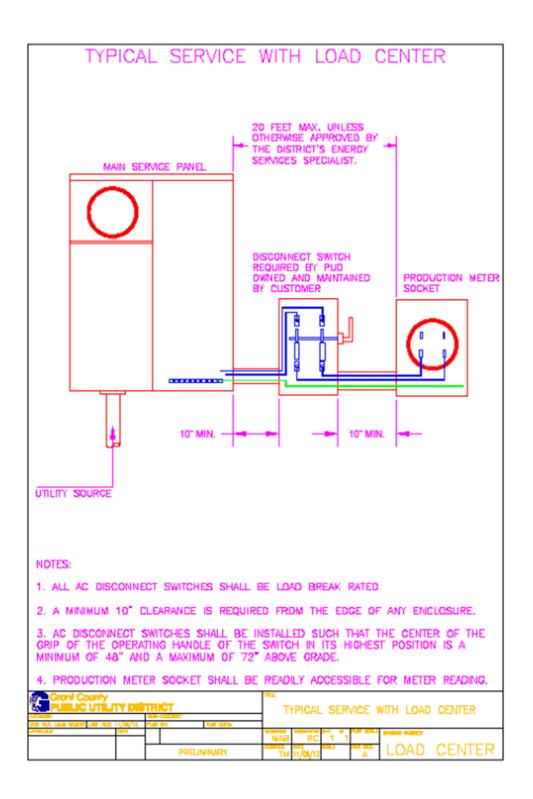
Net Metering System: As defined in RCW 80.60.010, means "a fuel cell, a facility that produces electricity and used and useful thermal energy from a common fuel source, or a facility for the production of electrical energy that generates *renewable energy*, and that:

- (a) Has an electrical AC generating capacity of not more than one hundred kilowatts;
- (b) Is located on the *customer*-generator's premises;
- (c) Operates in parallel with the electric utility's transmission and distribution facilities; and
- (d) Is intended primarily to offset part or all of the *customer*-generator's requirements for electricity.

Network Distribution System (Area or Spot): Electrical service from a distribution system consisting of one or more primary circuits from one or more substations or transmission supply points arranged such that they collectively feed secondary circuits serving one (a spot network) or more (an area network) Grant PUD customers.

Point of Common Coupling (PCC): The point where the *customer's* local electric power system connects to Grant PUD's distribution system, such as the electric power revenue meter or at the location of the equipment designated to interrupt, separate or disconnect the connection between the *customer* and Grant PUD. See Grant PUD for the location at a particular *customer* site.

Renewable Energy: As defined by RCW 80.60.010, means "the energy generated by a facility that uses water, wind, solar energy, or biogas from animal waste as a fuel.



Contact Numbers

Grant County PUD	
Service Expediter	766-2501
Energy Services – 312 West Third Avenue, Moses Lake	766-2512
Customer Service Call Center	766-2505
Grant County PUD Toll Free Number	1-800-422-3199
State & County Government	
WA Department of Labor and Industries - 3001 W. Broadway, Moses Lake	764-6900
WA Department of Labor and Industries Electrical Inspection (24 hour) Line	764-6966
Grant County Building Department – 264 W Division Ave, Ephrata	754-2011 ext. 3001
City and Town Government	
Town of Coulee City - 501 Main Street West	632-5331
Town of Electric City - 10 Western Avenue	633-1510
City of Ephrata - 121 Alder S.W	754-4601
City of George - 102 Richmond Avenue	785-5081
City of Grand Coulee - 306 Midway Avenue	633-1150
Town of Hartline – 941 Willard St	639-2606
Town of Krupp (Marlin) - 293 Urquhart Avenue N	345-2466
City of Mattawa - 521 Government Road	932-4037
City of Moses Lake – 401 S Balsam Street	764-3701
City of Quincy - 104 B Southwest	787-3523
City of Royal City – 445 Camelia Street N.E.	346-2263
City of Warden – 121 S Main St	349-2326
City of Wilson Creek – 254 Railroad St	345-2531



NET METERING APPLICATION - CUSTOMER CHECKLIST

For Customer-Owned Generating Facilities (100 kW or Less)

A complete Net Metering	Application	must include:
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Non-refundable fee of \$300.00, this fee includes the net meter installation.				
A site sketch or clearly labeled aerial photo. • The design must meet current applicable NEC and WA State requirements.				
An Ele	ctrical Schematic Drawing.			
 The manufacturer's cut-sheet(s). The interconnection inverter <u>must be</u> UL Listed or 3rd party label evaluated. NOTE: If the inverter is not UL 1741 Listed, additional review time and information will be required to process your application. 				
Sign the Net Metering Interconnection Agreement.				
3 Submit completed documents to:				
	Email	Phone	Mail	
	EnergyServices@gcpud.org	509-766-2512	Grant PUD Energy Services Department 312 West 3 rd Ave	

NEXT STEPS:

Moses Lake, WA 98837

Receive written design approval from Grant PUD <u>prior</u> to installation.
Pay additional fees, if applicable, as determined by Grant PUD during the application review
Obtain an electrical permit from Washington State L&I.
Complete the installation.
Request an electrical inspection from Washington State L&I. • All installations <u>must be</u> approved by Washington State L&I prior to interconnection.
Request an interconnection inspection from Grant PUD by contacting Energy Services. • Provide approved Washington State L&I number to Grant PUD.
If approved, Grant PUD installs a bi-directional meter.
Start generating power.

For questions regarding Grant PUD's Net Metering program, please contact Energy Services.



NET METERING APPLICATION

For Customer-Owned Generating Facilities (100 kW or Less)

PART I: CUSTOMER INFORMATION		
Customer/Company Name: _		
City:	State: Zip Code:	
Phone:	Email:	
Location of Proposed Power	Generator:	
Site Address:		
Current Meter Number:		
PUD Account Number:		
Other Relevant Information:		
 A Site Sketch - A simple property and the local An Electrical Schema 	of the location of the Proposed Power Generator, include both: ple line drawing on a regular size sheet of paper indicating the location of the ation of the generator; include a North directional arrow, or aerial photo. Stic Drawing - A detailed drawing on a regular size sheet of paper indicating the of the generator and interconnection.	
Estimated Installation Date: _	Estimated In-Service Date:	
If applicable, Engineering/Des	sign Firm Name:	
Contact Person:	Phone:	
Address:		
City:	State: Zip Code:	
Phone:	Email:	

PART II: EQUIPMENT INFORMATION

Type of Existing Meter Service:				
☐ Single Phase OR ☐ Three Phase AC Volts				
 New meter base connected to customer's electrical distribution panel, or New meter base and new connection to an existing District transformer 				
☐ Production Meter Socket- Make: Model:				
☐ Solar PV Type:				
Quantity of Solar PV Panels: X Nominal Rating, Watts (Each): = Total Watts				
Solar Panel Manufacturer: Model No.:				
Type of Array Mounting: ☐ Fixed ☐ Tracking				
Inverter Manufacturer: Model No.:				
UL 1741 Listed: ☐ Yes ☐ No				
If yes, attach the manufacturer's cut-sheet showing UL1741 listing.				
☐ Wind Turbine:				
Est. Average Wind Speed at Location (if known):mph.				
Wind Turbine Manufacturer: Model No.:				
Rated Power Output, Watts:, at mph Wind Speed.				
Inverter Manufacturer: Model No.:				
UL 1741 Listed: ☐ Yes ☐ No				
If yes, attach the manufacturer's cut-sheet showing UL1741 listing.				
☐ Other Qualified Alternative Energy Generator (Describe):				
UL 1741 Listed: ☐ Yes ☐ No				
If yes, attach the manufacturer's cut-sheet showing UL1741 listing.				

PART III: INTERCONNECTION FEE AND CUSTOMER SIGNATURE

Intercon	nection Fee (payable when the a	pplication is submi	tted for approval):
□ \$300.0	00 Non-Refundable Processing an	d Net Meter Installa	ation fee.
Applicati		-	knowledge, the information provided in this terconnection Agreement for Net Metered
Name: _			Date:
Please re	rements of the Interconnection Fa	Net Metering Work cilities 100 kW or l	eet the codes, standards, and certification abook for Customer-Owned Generating ess.
All inquir	ies should be made to:		
	Email	Phone	Mail
	EnergyServices@gcpud.org	509-766-2512	Grant PUD Energy Services Department 312 West 3 rd Ave Moses Lake, WA 98837
		Grant PUD Use Only	•
☐ Ener			
	Account ID:Premise Number:		rayment
Net Met	— ·		ingent upon the Terms and Conditions for ystems of 100 kW or less, and subject to
Approve	d By:	Title:	Date:

NET METERING INTERCONNECTION AGREEMENT

Between

Public Utility District No. 2 of Grant County, Washington

And

		("Customer")	
This Net Metering In		Agreement ("Agreement") is made and entered as of the	day
of	, 20	_, by and between PUBLIC UTILITY DISTRICT NO. 2 OF GRANT	•
COUNTY, WASHINGT	ON, a municipa	l corporation organized and existing under the laws of the St	ate of
Washington (Grant P	UD), and		
		("Customer")	

RECITALS

- a. In accordance with Chapter 80.60 RCW, Customer intends to install and operate on their premises a Net Metering System. The Customer's Net Metering System is intended to offset either part or all of the Customer's electrical requirements.
- b. Customer intends to use any power from the Net Metering System for Customer's own consumption with excess, if any, to be supplied to Grant PUD.
- c. In accordance with Chapter 80.60 RCW, Grant PUD intends to install a bi-directional meter on Customer's premises and to bill the appropriate Customer charge and credit the Customer for the excess kilowatt-hours generated during the billing period.
- d. In order to protect the safety and reliability of Grant PUD's electric system and its employees, Customer agrees to install at its own expense all necessary interconnection, safety, and power quality equipment.

AGREEMENT

1. NET METERING SYSTEM

In accordance with Chapter 80.60 RCW, "Net Metering System" as used in this Agreement shall mean a fuel cell, a facility that produces electricity and used and useful thermal energy from a common fuel source, or a facility for the production of electrical energy generated by water, wind, solar energy, or biogas from animal waste as a fuel, and has an electrical generating capacity of not more than one hundred kilowatts, is located on the Customer's premises, operates in parallel with Grant PUD's transmission and distribution facilities, and is intended primarily to offset part or all of the Customer's requirements for electricity.

2. TERM

This Agreement shall be in effect when signed by the Customer and Grant PUD and shall remain in effect thereafter month to month unless terminated by either Party upon thirty (30) days' prior written notice in accordance with Section 14. All obligations incurred before the termination of the contract shall continue in force until fully satisfied. The Customer shall pay the reasonable costs of removal, relocation, modification or renovation of any facilities or equipment required for interconnection with Grant PUD's electrical system upon termination of this Agreement.

3. CUSTOMER'S OBLIGATIONS

A. Net Metering System Location and Specifications: Cur	stomer has elected, in accordance with Chapter
80.60 RCW to operate a Net Metering System. Customer shall	I own and operate entirely at its own expense the
Net Metering System at the Customer's premises located at _	·
	"Customer Address"

Customer's Net Meter Application, which provides details on the electrical generating unit(s) is hereby incorporated into this Agreement .

- B. <u>Additional Service Locations</u>: A separate agreement shall be entered into for each Customer's electrical service location(s).
- C. <u>Interconnection Requirement</u>: Customer shall design, install, operate and maintain, entirely at its own expense the Net Metering System and such equipment necessary to meet applicable safety, power quality, and Interconnection requirements established by the National Electrical Code, National Electric Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, and Grant PUD's Interconnection Standards, which is attached hereto.

Grant PUD shall have the sole authority to determine which Interconnection requirements set forth herein are applicable to Customer's proposed net metering system. Customer shall pay for Grant PUD's standard watt-hour meter electrical hook-up, if not already present.

D. <u>Approval and Initial Operation</u>: Customer shall submit equipment specifications and detailed plans, including one-line diagrams, for the installation of the Net Metering System and associated interconnection, safety, and control equipment and wiring to Grant PUD for its review and advance written approval prior to the actual installation.

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

E. <u>Operations and Maintenance</u>: Customer shall be solely responsible for all costs related to the operation and maintenance of the Net Metering System. Customer shall maintain the net metering system and Interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Grant PUD's Interconnection Standards. Customer may not rely upon any representations or statements of District employees or representatives regarding the correct operation and maintenance of the Net Metering System and shall have no liability therefore.

Customer shall reimburse Grant PUD for any and all losses, damages, claims, penalties or liability it incurs as a result of Customer's operation of its Net Metering System or failure to maintain its Net Metering System as required in this Section 3.

- F. <u>Wheeling</u>: Grant PUD will not provide wheeling for Customer as generation from the net metering system will only be applied to consumption at the location of said net metering system.
- G. <u>Changes in Operation</u>: Customer shall make no change to the Net Metering System or associated equipment and wiring without prior written approval of Grant PUD.
- H. <u>Legal Compliance and Permits</u>: Customer shall be solely responsible for obtaining any and all necessary easements, authorizations, licenses, and permits, or exemptions, as may be required by any federal, state, or local statutes, regulations, or ordinances for the construction and operation of the Net Metering System and Interconnection facilities, including electrical permit(s). Customer shall operate

the Net Metering System in compliance with all applicable statutes, regulations, or ordinances. In addition, Customer shall comply with all applicable provisions of Grant PUD's Electric Service Requirements, Interconnection Standards, and Customer Service Policies as they may be revised from time to time by Grant PUD.

Customer shall reimburse Grant 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 operations of Customer's Net Metering System.

4. NET METERING

- A. <u>Metering Equipment</u>: Grant PUD shall install and maintain an electronic kilowatt-hour meter capable of registering the bi-directional flow of electricity at the Point of Interconnection at a level of accuracy that meets all applicable standards, regulations and statutes.
- B. <u>Interconnection Charge</u>: The Customer shall be responsible for all costs, fees, and charges billed by Grant PUD pursuant to its Interconnection Standards and Customer Service Policies as they may be revised from time to time by Grant PUD.
- C. <u>Payment for Net Energy</u>: Grant PUD shall calculate and bill Customer for electricity and credit Customer for Customer supplied electricity as provided in Grant PUD's Customer Service Policies as they may be revised from time to time by Grant PUD's Board of Commissioners.

5. ACCESS

A. <u>Inspection</u>: Grant PUD may enter the Customer's premises or property to inspect, with reasonable prior notice, at all reasonable hours, Customer's net metering system, the net metering system's protective devices, and all related equipment and wiring.

- B. Meter Reading: Grant PUD may enter the Customer's premises or property to read the meter.
- C. <u>Emergency Access</u>: Grant PUD shall have the right to and may enter Customer's premises or property to disconnect at Grant PUD's meter or transformer, without notice, the net metering system if, in Grant PUD's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Grant PUD's facilities, or property of others from damage or interference caused by the Customer's Net Metering System, or lack of properly operating protective devices or inability to inspect the same.
- D. <u>Disclaimer</u>: Grant PUD inspection or other action shall not constitute approval by Grant PUD. The Customer remains solely responsible for the safe and adequate operation of its facilities.

6. INDEMNITY

Customer hereby indemnifies and agrees to hold harmless and release Grant PUD, its elected and other officials, officers, employees, agents and each of their heirs, personal representatives, successors and assigns of any of the foregoing from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, obligations, payments, liabilities, and expenses, including, but not limited to, reasonable attorney fees, resulting from or in incurred in connection with performance of this Agreement or which may occur or be sustained by Grant PUD on account of any claim or action brought against Grant PUD for any reason including but not limited to the following:

- (i) any failure or abnormality in the operation of Customer's Net Metering System or any related equipment;
- (ii) any failure of the Customer to comply with the standards, specifications, or requirements referenced in this Agreement;

- (iii) any failure of the Customer duly to perform or observe any term, provision, covenant, agreement or condition hereunder to be performed or observed by or on behalf of Customer;
- (iv) any negligence or intentional misconduct of Customer related to operation of the Generator or any associated equipment or wiring; or
- (v) loss to the electrical system of the Customer caused by or arising out of an electrical disturbance.

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 employee's 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 Grant PUD or its employees acting within the scope of their employment and liability occasioned by a partial negligence of Grant 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.

The provisions of this Section 6 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.

Grant PUD shall have no liability, ownership interest, control or responsibility for the Customer's Net Metering System or its interconnection with Grant PUD's electric system, regardless of what Grant PUD knows or should know about the Customer's Net Metering System or its Interconnection.

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 Grant PUD.

7. DISCONNECTION

- A. <u>Disconnection by the Customer</u>: Customer may disconnect the Net Metering System at any time upon thirty (30) days' notice to Grant PUD and this Agreement shall terminate upon permanent physical removal of facilities necessary to interconnect the Net Metering System with Grant PUD's electric system, provided any payment obligation arising and indemnification obligations shall survive such termination and shall continue in force until fully satisfied.
- B. <u>Disconnection by Grant PUD</u>: Notwithstanding any other provision of this Agreement, if at any time Grant PUD determines the net metering system may endanger District personnel, the continued operation of Customer's net metering system may endanger the integrity of Grant PUD's electric system, or the Customer's net metering system causes damage to or interferes with Grant PUD's operation or facilities, Grant PUD shall have the right to temporarily or permanently disconnect Customer's net metering system from Grant PUD's electric system until such time as Grant PUD is satisfied that the conditions referenced in this Section 7 have been corrected.

Any nonpayment of any money owed to Grant PUD will result in disconnection by Grant PUD.

8. FORCE MAJEURE

A. <u>Suspension of Obligations</u>. Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of any failure or delay in performance by such Party under this Agreement to the extent such failure or delay is caused by or results from any cause or condition which is beyond such Party's reasonable control, or which such Party is unable to prevent or overcome by exercise of reasonable diligence including but not limited to: failure or threat of failure of

facilities or equipment; fire, lightning, flood, earthquake, volcanic activity, wind, drought, storm, and other natural disasters or acts of the elements; court order, or failure to act, of civil, military or governmental authority; or epidemic, riot, insurrection, sabotage.

Any Party claiming failure or delay in performance of this Agreement due to a Force Majeure event shall give the other Party maximum practicable advance notice and shall use its reasonable best efforts to resume performance as soon as possible.

Notwithstanding any other provision of this Agreement, in no event shall a Force Majeure event excuse a Party's failure or delay to pay any amounts due and owing to the other Party pursuant to this Agreement.

9. INTERRUPTION OF PRODUCER'S ENERGY DELIVERIES BY DISTRICT

Grant PUD shall have the right at any time, without liability to the Customer or any other person, to interrupt, reduce, suspend or curtail generation and/or deliveries of energy:

- (a) when necessary in order for Grant PUD to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or any part of its electric system; or
- (b) if Grant PUD determines, in its sole discretion, that curtailment, interruption or reduction of deliveries is necessary because of emergencies, a forced outage, compliance with prudent electrical practices, or other operational considerations.

Whenever possible, Grant PUD shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

NO RIGHT TO USE DISTRICT'S SYSTEM FOR DIRECT SALES TO THIRD PARTIES.

The Parties recognize that this Agreement does not confer a right upon Customer to transmit or distribute power to any third party using Grant PUD's electric system.

11. LIMITATION OF DISTRICT'S LIABILITY

Grant PUD shall not be liable to the Customer for consequential, incidental, punitive or indirect damage of any kind due to any damage to or disconnection of Customer's net metering system. Grant PUD shall have no responsibility or liability to the Customer or any other person or entity for or in connection with any service interruption, suspension, curtailment or fluctuation or disturbance of energy, whatever the cause, except Grant PUD shall be liable for repair or replacement costs (whichever is less) of Customer's net metering system suffering physical damage as a consequence of Grant PUD's negligence in operating its electric system.

12. 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.

13. ASSIGNMENT

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

14. NOTICES AND OTHER COMMUNICATIONS

A. <u>Notice Methods and Addresses</u>. All notices required or permitted to be given under this Agreement shall be given in writing (i) by personal delivery, (ii) by recognized overnight air courier service, (iii) by United States postal service, postage prepaid, registered or certified mail, return receipt requested, or (iv) by facsimile transmission. All notices to either Party shall be made to the address set forth below.

B. Address for Notification:

Grant PUD:	CUSTOMER:
Public Utility District No. 2 of Grant County WA. Energy Services Department 312 West 3 rd Avenue Moses Lake, Washington 98837	Name
Woses Lake, Washington 50057	City, State & Zip

Customer notices to Grant PUD, pursuant to this Section 14, shall refer to the Service Address set forth in the Net Metering Application.

15. NO THIRD-PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third party.

16. ENTIRE AGREEMENT

This Agreement and the attachments hereto set forth the entire agreement of the Parties and supersede any and all prior agreements with respect to the subject matter of this Agreement. The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement.

17. INVALID PROVISIONS

The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

18. AMENDMENT

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.

19. HEADINGS

All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

20. COUNTERPARTS

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

21. ATTORNEY'S FEES

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.

22. GOVERNING LAW / VENUE

This Agreement shall be interpreted, governed and construed under the laws of the State of Washington. Venue for any action arising under or in connection with this Agreement shall be in the Superior Court for Grant County, Washington.

24. RULES OF CONSTRUCTION

Reference to "or" in this Agreement shall be deemed to be disjunctive but not necessarily exclusive. No provision of this Agreement shall be construed in favor of or against either of the Parties hereto by reason of the extent to which any such Party or its counsel participated in the drafting.

25. FUTURE MODIFICATION, REMOVAL OR EXPANSION

Any future modification, removal or expansion of the Customer owned net metering system will require an engineering, safety and reliability review and approval by Grant PUD. Grant PUD 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.

26. ATTACHMENTS

The Agreement includes the following attachments:

Customer Checklist
Net Metering Application
Net Metering Interconnection Standards
Electrical Schematic Drawing Sample

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date set forth below.

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COU WASHINGTON	JNTY,
By:	
Title:	
CUSTOMER	
Ву:	
Title:	