



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

PART I: CUSTOMER INFORMATION

Customer/Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Location of Proposed Power Generator:

Site Address: _____

Current Meter Number: _____

PUD Account Number: _____

Other Relevant Information: _____

In addition to the description of the location of the Proposed Power Generator, include both:

1. **A Site Sketch** - A simple line drawing on a regular size sheet of paper indicating the location of the property and the location of the generator; include a North directional arrow, or aerial photo.
2. **An Electrical Schematic Drawing** - A detailed drawing on a regular size sheet of paper indicating the electrical schematic of the generator and interconnection.

Estimated Installation Date: _____ Estimated In-Service Date: _____

If applicable, Engineering/Design 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

$\left(\begin{matrix} \text{Rated Power Output} \\ \text{of Inverter (Watts)} \end{matrix} \right) \times \left(\begin{matrix} \text{Quantity of} \\ \text{Inverters} \end{matrix} \right) = \left(\begin{matrix} \text{Peak Power} \\ \text{Output (Watts)} \end{matrix} \right)$ _____

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

Interconnection Fee (payable when the application is submitted for approval):

\$300.00 Non-Refundable Processing and Net Meter Installation fee.

Customer Signature: I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Net Metering Interconnection Agreement for Net Metered Systems of 100 kW or less.

Name: _____ Date: _____

This application is only valid for Generating Facilities that meet the codes, standards, and certification requirements of the Interconnection Net Metering Workbook for Customer-Owned Generating Facilities 100 kW or less.

Please return this application to Grant PUD before purchasing and installing a power generator.

All inquiries 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

Distribution list:

- T&D Engineering | Date Approved: _____
- Energy Services | Date Approved: _____
- Connection Fees Paid: _____ Method of Payment: _____
 - Account ID: _____
 - Premise Number: _____

Interconnection of the *Net Metering System* is approved contingent upon the Terms and Conditions for Net Metering Interconnection Agreement for Net Metered Systems of 100 kW or less, and subject to the following conditions (if any):

Approved By: _____ **Title:** _____ **Date:** _____

NET METERING INTERCONNECTION AGREEMENT

Between

Public Utility District No. 2 of Grant County, Washington

And

("Customer")

This Net Metering Interconnection Agreement ("Agreement") is made and entered as of the ____ day of _____, 20____, by and between PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON, a municipal corporation organized and existing under the laws of the State of Washington (Grant PUD), 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: Customer has elected, in accordance with Chapter 80.60 RCW to operate a Net Metering System. Customer shall 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. Additional Service Locations: A separate agreement shall be entered into for each Customer's electrical service location(s).

C. Interconnection Requirement: 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. Approval and Initial Operation: 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. Operations and Maintenance: 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. Wheeling: 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. Changes in Operation: Customer shall make no change to the Net Metering System or associated equipment and wiring without prior written approval of Grant PUD.

H. Legal Compliance and Permits: 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. Metering Equipment: 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. Interconnection Charge: 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. Payment for Net Energy: 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. Inspection: 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. Emergency Access: 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. Disclaimer: 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. Disconnection by the Customer: 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. Disconnection by Grant PUD: 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. Suspension of Obligations. 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.

10. 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. Notice Methods and Addresses. 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:

Public Utility District No. 2 of Grant County WA.
Energy Services Department
312 West 3rd Avenue
Moses Lake, Washington 98837

CUSTOMER:

Name

Address

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 COUNTY,
WASHINGTON

By: _____

Title: _____

CUSTOMER

By: _____

Title: _____