

We appreciate your interest in Pacific Power's net metering program. Before purchasing any net metering equipment, we recommend you review the requirements for interconnecting a net metering system to Pacific Power's electrical distribution system. The requirements are found in the Interconnection Agreement.

To complete the process for a net metering interconnection, please follow the steps below:

- 1. Complete and submit the following to Pacific Power:
 - ➤ Interconnection Agreement including the Application for Net Metering Interconnection
 - ➤ The inverter specification sheet
 - ➤ A simple one-line diagram showing
 - The location of Pacific Power's meter
 - The location of the disconnect switch
- 2. Pacific Power will review your agreement and application and send you a written notification of approval either by mail or e-mail
- 3. install the net metering system after you receive the written approval of your Interconnection Agreement and Application for Net Metering from Pacific Power
- 4. Obtain an inspection of your net metering system by the local city or county electrical inspector
- 5. Submit the electrical inspector's approval to Pacific Power
- 6. Schedule an appointment to have the net meter set by calling 1-888-221-7070
- 7. Turn on your net metering system *after* Pacific Power provides you written notification the interconnection work has been completed

Return completed documents to:

Pacific Power Attn: Customer Generation 825 NE Multnomah, Suite 800 Portland, Oregon 97232

Or Email to:

netmetering@pacificorp.com

Thank you for your interest in the net metering program. If you have questions, please call us toll free at **1-888-221-7070** and ask for a net metering specialist.

Service ID #: Request #:

PACIFIC POWER

Interconnection Agreement for Net Metering Service Washington (up to 100 kW)

This Agreement dated this day of	, 20, by and between PacifiCorp doing
business as. Pacific Power ("Pacific Power"), and	
Generator").	
Whereas, Customer-Generator uses an electric energy qualifying for "Net Metering," Rate Schedule No. 135 effective tariff as filed with the Washington Utilities a Customer-Generator's premises located at Washington for the purpose of generating electric ene	5, as given in Pacific Power's currently and Transportation Commission, on,

Now, therefore, the parties agree:

- 1. CUSTOMER-GENERATOR SHALL NOT INTERCONNECT THE GENERATING FACILITY TO PACIFIC POWER'S SYSTEM UNTIL PACIFIC POWER SENDS AND CUSTOMER-GENERATOR RECEIVES WRITTEN AUTHORIZATION IN THE FORM OF SECTION 3 OF APPENDIX A TO THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT INTERCONNECTION OF THE GENERATING FACILITY BY CUSTOMER-GENERATOR, ITS AGENTS, OR REPRESENTATIVES PRIOR TO RECEIPT OF PACIFIC POWER'S WRITTEN AUTHORIZATION WILL CREATE POTENTIAL SAFETY AND RELIABILITY ISSUES. CUSTOMER-GENERATOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS PACIFIC POWER AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, COSTS, DAMAGES OR LOSSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING OUT OF ANY SUCH UNAUTHORIZED INTERCONNECTION BY CUSTOMER-GENERATOR.
- 2. Governing Law: As amended from time to time, the Revised Code of Washington ("RCW"), the Washington Administrative Code ("WAC"), and Pacific Power's Washington tariffs on file with the Washington Utilities and Transportation Commission ("Tariffs") are incorporated by reference and regulate this Agreement. In the event of any conflict between this Agreement and the RCW, WAC, and Pacific Power Tariffs (collectively "Governing Law"), the Governing Law shall control. Pacific Power shall furnish applicable provisions of the RCW, WAC and its Tariffs upon request from the Customer-Generator.
- 3. Generating Facility: Customer-Generator's Generating Facility shall consist of a fuel cell, combined-heat-and-power, water, wind, solar energy, or biogas from animal waste facility designed for the production of electricity located on Customer-Generator's premises, with a capacity of not more than one hundred (100) kilowatts. Customer-Generator shall interconnect and operate said facility in parallel with Pacific Power's transmission and distribution facilities, and said facility is intended primarily to offset part or all of Customer-Generator's own electrical requirements. Customer-Generator's Generating Facility is more specifically described in Section 1 of Appendix A attached hereto, which is hereby incorporated into and made a part of this Agreement.

- 4. <u>Term and Termination:</u> This Agreement shall commence when signed by both Pacific Power and Customer-Generator and terminate with any change in ownership of the Generating Facility or Customer-Generator's premises, except as described in Section 18, "Assignment", or by written agreement signed by both parties. Pacific Power shall also have the right to terminate this Agreement as set forth in Section 11, "Disconnection," below.
- 5. <u>Definitions:</u> All capitalized terms not defined within this Agreement shall have the definitions established in the RCW, WAC or Pacific Power's Tariffs. In case of a conflict between the RCW or WAC and Pacific Power's Tariffs, the RCW or WAC shall control.
- 6. Codes and Standards: The Customer-Generator shall, at its sole expense, conform, operate and maintain the Generating Facility in accordance with all applicable codes and standards for safe and reliable operation. Among these are the National Electrical Code ("NEC"), National Electrical Safety Code ("NESC"), the Institute of Electrical and Electronics Engineers ("IEEE") Standards, American National Standards Institute ("ANSI"), and Underwriters Laboratories ("UL") Standards, and local, state and federal building codes as well as Pacific Power's Electric Service Requirements. The Customer-Generator shall strictly comply with Governing Law and all applicable codes and standards, shall be responsible for all costs associated with such compliance, and shall obtain any permit(s) required by any applicable code or standard for the installation of the Generating Facility on its property.
- 7. <u>Metering:</u> Pacific Power shall install, own and maintain, at its sole expense, all kilowatthour meter(s) and associated equipment to measure the flow of energy in each direction, unless otherwise authorized by the Washington Utilities and Transportation Commission. Customer-Generator shall provide, at its sole expense, adequate facilities, including, but not limited to, a current transformer enclosure (if required), meter socket(s) and junction box, for the installation of the meter and associated equipment.

Production Meter: The production meter will measure all energy produced at the Generating Facility. This information is for Customer-Generator use only and may be used for providing production credits if customer is participating in the incentive payment program under WAC 458-20-273. (Customer-Generator **Initial** selected option on the blank space at the beginning of the option and pay the advance given in that option.)

<u>Install Production Meter.</u> Customer-Generator hereby consents to the installation, ownership and operation by Pacific Power, at Customer-Generator's expense, of separate generation production metering. The Production meter fee for a single phase RF meter is \$50.00 or for a three phase RF meter is \$200.00.

Due upon the Customer-Generator's signing of this Agreement. Customer shall install the necessary meter base.

_____ **Do NOT Install Production Meter.** Customer-Generator does not wish to have Pacific Power install a production meter.

8. Application Fee

Customer-Generator shall bear the cost of the Application fee provided for in the Rule and Pacific Power's Washington Electric Service Schedule 136 or its successor tariff(s). Customer-Generator shall remit payment with the Application as calculated in the Application, Section 2 (Fees). The Application Fee is \$100.00 for systems sized 0 to 25kW and \$500.00 for systems sized 25 to 100kW.

- 9. **Price and Payment:** At the end of each billing period, if the energy supplied by Customer-Generator to Pacific Power is less than the energy supplied by Pacific Power to Customer-Generator, Customer-Generator shall be billed using the currently-applicable standard service rate schedule(s) for the net energy amount. If the energy supplied by Customer-Generator to Pacific Power is greater than the energy supplied by Pacific Power, Customer-Generator shall be billed for the appropriate monthly charges and shall be credited for such net energy with a kilowatt-hour credit pursuant to the term's of Pacific Power's Tariffs.
- 10. <u>Interconnection:</u> Customer-Generator shall provide the interconnection facilities on Customer-Generator's side of the meter at its expense. At Customer-Generator's expense, Pacific Power shall make reasonable modifications to Pacific Power's system necessary to accommodate Customer-Generator's Generating Facility and to maintain quality service to Pacific Power's non-generating customers. The cost for such modifications is \$, due upon the Customer-Generator's signing of this Agreement.
 - The Generating Facility's nominal voltage and phase configuration shall be compatible with Pacific Power's electric system at the Point of Common Coupling. Customer-Generator shall be responsible to protect Customer-Generator's facilities, personnel, loads and equipment. Pacific Power may decline to interconnect the Generating Facility if the Customer-Generator fails to comply with any of the terms and conditions of this Agreement.
- 11. <u>Functional Standards:</u> Customer-Generator shall furnish, install, operate and maintain in good order and repair, all without cost to Pacific Power, all equipment required for the safe operation of the Generating Facility in parallel with Pacific Power's system. This equipment shall include, but not be limited to, equipment necessary to establish automatically and maintain synchronism with Pacific Power's electric supply. The Customer-Generator's Generating Facility shall at all times comply with all applicable power quality standards, including, but not limited to, IEEE Standard 519 Harmonic Limits. The Customer-Generator's Generating Facility shall be designed to operate within allowable voltage variations of Pacific Power's system. The Customer-Generator's Generating Facility shall not cause any adverse effects upon the quality of service provided to Pacific Power's nongenerating customers.
 - Customer-Generator shall provide evidence that the Generating Facility will never result in reverse current flow through Pacific Power's network protectors. The Generating Facility shall be designed to automatically disconnect from Pacific Power's system in the event of overload or outage of Pacific Power's supply, in compliance with NEC 445.10 and 705.40.
- 12. <u>Disconnection:</u> In addition to the automatic disconnection, Customer-Generator shall furnish and install, at its expense, on Customer-Generator's side of the kilowatt-hour meter a UL-approved safety disconnect switch which shall be capable of fully disconnecting the Customer-Generator's energy generating equipment from Pacific Power's electric system, except in cases where:
 - 1. The generating facility has a capacity of 25 kW or less;
 - 2. The generating facility is an inverter-based UL 1741 certified system; and
 - 3. The generation facility is interconnected through a self-contained socket-based meter of 320 amps or less.

The disconnect switch shall be clearly visible from the kilowatt-hour meter and located within three feet of the meter base. The disconnect switch 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 Pacific Power personnel at all times and shall be identified with metal or plastic engraved signage in compliance with NEC 110.22 and 430.102.

Pacific Power's obligation to interconnect Customer-Generator's Generating Facility is expressly conditioned on Customer-Generator's installation of the disconnect switch described above, and Pacific Power's written acknowledgement that the safety disconnect switch is present as specified above is required before interconnection of the Generating Facility to Pacific Power's electric system.

Pacific Power shall have the right to disconnect the Generating Facility from Pacific Power's system at the disconnect switch: (a) when necessary to maintain safe electrical operating conditions; (b) if the Generating Facility does not meet required codes or standards; (c) if, in Pacific Power's sole judgment, the Generating Facility at any time adversely affects or endangers any person or property, Pacific Power's operation of its electric system, or the quality of Pacific Power's electric service to other customers; (d) in the event of Customer-Generator's failure to maintain its retail electric service account for the loads served at the Generating Facility as active and in good standing; or (e) in the event of Customer-Generator's breach of any provision of this Agreement. In the event that Pacific Power disconnects the Generating Facility due to clauses (b), (d) or (e) above, Pacific Power may immediately terminate this Agreement, without liability to the Customer-Generator, by delivering written notice to the Customer-Generator of the failure to meet the required codes and standards, maintain account good standing or other breach of this Agreement.

The Customer-Generator may disconnect the Generating Facility at any time, provided that the Customer-Generator provides reasonable advance written notice to Pacific Power.

- 13. <u>Safety:</u> The parties agree that all safety and operating procedures for joint use equipment shall be in compliance with the Occupational Safety and Health Administration Standard at 29 C.F.R. § 1910.269, the NEC, the NESC, the WAC, the RCW, the Washington Industrial Safety and Health Administration Standard, and the equipment manufacturer's safety and operating manuals. The Customer-Generator shall post adjacent to the meter base and disconnect switch, if present, metal or plastic engraved signage in accordance with NEC requirements 110.22, 230.2(e) and 705.10 that generation is operating at or is located on the premises.
- 14. <u>Installation and Maintenance:</u> Excepting only metering equipment owned by Pacific Power, all equipment on Customer-Generator's side of the point of delivery, including any required disconnect switch and synchronizing equipment, shall be provided, installed, and maintained in compliance with the equipment manufacturers' safety and operating specifications by Customer-Generator, and shall remain the property and responsibility of Customer-Generator. Pacific Power shall bear no liability for Customer-Generator's equipment or for consequences of its operation or mis-operation.
- 15. <u>Pre-Operation Inspection:</u> Interconnection and operation in parallel of any Generating Facility with Pacific Power's electric system is expressly conditioned upon (a) Customer-Generator obtaining an electrical permit and Generating Facility passing an electrical inspection by the electrical inspector(s) having jurisdiction under applicable codes and standards and (b) the approval of a Pacific Power area engineer, if required. At least ten (10) calendar days prior to initial operation of the Generating Facility Customer-Generator shall provide to Pacific Power written code inspection approval certification,

- referenced as Certificate of Completion, that the Generating Facility and associated interconnection equipment has been installed and inspected in compliance with local and state building and/or electrical codes.
- 16. <u>Access:</u> Customer-Generator hereby grants Pacific Power's authorized employees the right to enter upon Customer-Generator's property for the purposes of operating the disconnect switch and meters and making additional tests concerning the operation and accuracy of its meters.
- 17. <u>Modification of Generating Facility:</u> Prior to any modification or expansion of the Generating Facility, the Customer-Generator shall obtain Pacific Power's approval and shall sign a modified Interconnection Agreement for the Generating Facility. Pacific Power reserves the right to require the Customer-Generator, at the Customer-Generator's expense, to provide corrections or additions to existing Interconnection Facilities as required to comply with the then current Codes and Standards.

18. **Assignment**

This Agreement may be assigned by either Party with the consent of the other Party. A Party's consent to an assignment may not be unreasonably withheld. The assigning Party must give the non-assigning Party written notice of the assignment at least fifteen days (15) before the effective date of the assignment. The non-assigning Party must submit its objection to the assignment, if any, to the assigning Party in writing at least 5 business days before the effective date of the assignment. If a written objection is not received within that time period, the non-assigning party is deemed to consent to the assignment.

18.1 Exceptions to Consent Requirement

- Either Party may assign the Agreement without the consent of the other Party to any affiliate (including a merger or acquisition of the Party with another entity) with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.
- 18.1.2 Customer-Generator is entitled to assign the Agreement without the consent of Pacific Power for collateral security purposes to aid in obtaining financing for the Net Metering Facility.
- 18.1.3 For small generator systems that are integrated into a building facility, the sale of the building or property will result in the automatic assignment of this Agreement to the new owner who will be responsible for complying with the terms and conditions of this Agreement.
- 18.2 Any attempted assignment that violates this Article is void and ineffective. Assignment does not change or eliminate a Party's obligations under this Agreement. An assignee is responsible for meeting the same obligations as the assigning Party.

- 19. <u>Limitation of Liability:</u> Either party may exercise any or all of its rights and remedies under this Agreement and Governing Law. Pacific Power's liability for any action arising out of its activities relating to this Agreement or Pacific Power's electric utility service shall be limited to repair or replacement of any non-operating or defective portion of Pacific Power's electric utility facilities. Under no circumstances shall Pacific Power be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages.
- 20. <u>Multiple Counterparts:</u> This document may be executed in one or more counterparts, whether electronically or otherwise, and each counterpart shall have the same force and effect as an original document and as if all the Parties had signed the same document.
- 21. Merger; Amendment and Waiver: This contract contains the entire agreement between Customer-Generator and Pacific Power and may not be amended or changed except by writing signed by both Customer-Generator and Pacific Power. No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of the Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

In witness whereof, Pacific Power and Customer-Generator have, by their duly authorized representatives, executed this Agreement in duplicate as of the day and year first above written.

For Customer Generator	For Pacific Power
By:	By:
Name: Jeff Greear	Name:
Title: Owner Ellensburg Solar, LLC	Title:
Date:	Date:

APPENDIX A NET METERING, INTERCONNECTION, and PRODUCTION METER APPLICATION

Section 1: Applicant Contact Information
Customer-Generator Name:
Mailing Address:
City, State, Zip:
Pacific Power Customer Account No: Request Number:
Interconnection Agreement Received (Date):
Application Fee: \$ Date Paid:
Section 2: Fees
Application Fees
\$\square\$ \$100.00 for systems sized 0 to 25kW \$\square\$ \$500.00 for systems sized 25 to 100kW
Customer-Generator requests a production meter and pays:
☐ Single phase RF meter is \$50.00 ☐ Three phase RF meter is \$200.00
Section 3: To Be Completed By Customer-Generator – Address of Generator where Net Metering Facility will be Interconnected
Street Address:
Mailing Address:
City: State: Zip Code:
Daytime Phone: () Fax: ()
Email:
System Information
System Type: X Solar Wind Hydro Other (Specify):
Generation Nameplate Capacity: kW (Combine DC total of wind turbines, solar panels, etc)
Inverter Controlled: Yes No
Inverter Manufacture: Model: Number of Inverters: Rating: kW
Manufacturer Nameplate Inverter Total Capacity Rating: kW
Type of Service: Single Phase Three Phase
Meets IEEE standard 1547 and UL Subject 1741 requirements as specified in the Rule: ✓ Yes ✓ No
Customer-Generator to provide a simple one-line diagram that shows the location of the

disconnect switch.		
"Parallel Generation Onsite" signage posted as required by the latest edition of the National Electric Code Section 110.22 and 430.102: X Yes No		
Electrical inspection approval date (attach copy or provide to utility when obtained):		
Anticipated Start Date (est. date for operation), for planning purposes only:		
Customer-Generator may operate the Net Metering Facility temporarily for testing and obtaining inspection approval. Customer-Generator shall not operate the Net Metering Facility in continuous parallel without an executed Interconnection and Net Metering Service Agreement.		
By singing this application the Customer Generator acknowledges that they are aware that voltage may be routinely at the upper limits of the range described in WAC 480-100-373, and this may limit the ability of a generating facility to export power to the electric system.		
I hereby certify that the information provided in this Application is true. I will provide Pacific Power a copy of signed government electrical inspection approval documents when obtained.		
Customer-Generator or Applicant signature & Date:		
Section 4: To be completed by the System Installer (if available)		
Installation Contractor Information/Hardware and In	stallation Compliance	
Installation Contractor (Company Name):Ellensburg S	Solar, LLC	
Contractor's License No.: ELLENSL891RL Proposed Installation Date:		
Mailing Address: Po Box 1681, Ellensburg, Wa 989	_	
Daytime Phone: <u>509-929-3988</u> Fax:		
Section 5. To be completed by Pacific Power:		
Pacific Power does not, by approval of this Application, assume any responsibility or liability for damage to property or physical injury to persons. Further, this Application does not constitute a dedication of the owner's System to Pacific Power electrical system equipment or facilities.		
This Application is approved by Pacific Power on this	day of, 20	
Pacific Power Representative Name (Print):		
Signed (Pacific Power Representative):	Date:	
Section 6: To be completed by Pacific Power Meterman		
Customer Account No.	Site ID No. :	
Served from Facility Point No.:		
New Net Meter No.:	Date installed:	

Manual disconnect device in proper location and permanent signage in place unless exempt under WAC 480-108-020(2)(a)(iv): Yes No	
Signature/Title:	Date: