

## APPENDIX A

### **Application for Interconnecting a Generating Facility**

This Application is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Application may be required.

#### Processing Fee

A non-refundable processing fee of \$100 (25kW or less) or \$500 (over 25kW) must accompany this Application.

#### Interconnection Customer

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

#### Contact (if different from Interconnection Customer)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Owner of the facility (include % ownership by any electric utility): \_\_\_\_\_

Billing Information (if different from Interconnection Customer)

Application Fee

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Production Meter Fee

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
Tax Exempt? ☐ Yes ☐ No Reseller Permit: \_\_\_\_\_

Generating Facility Information

Location (if different from above): \_\_\_\_\_  
Electric Service Company: \_\_\_\_\_ Account Number: \_\_\_\_\_

Prime Mover: Photovoltaic \_\_\_\_\_ Reciprocating Engine \_\_\_\_\_ Fuel Cell \_\_\_\_\_ Turbine \_\_\_\_\_ Other \_\_\_\_\_  
Energy Source: Solar \_\_\_\_\_ Wind \_\_\_\_\_ Hydro \_\_\_\_\_ Diesel \_\_\_\_\_ Natural Gas \_\_\_\_\_ Fuel Oil \_\_\_\_\_  
Other (describe) \_\_\_\_\_

System Design Capacity: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA)  
Generator / Panel Manuf.: \_\_\_\_\_ Model No.: \_\_\_\_\_ Qty: \_\_\_\_\_  
Inverter Manuf.: \_\_\_\_\_ Model No.: \_\_\_\_\_ Qty: \_\_\_\_\_  
Nameplate Rating: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_ (Vac)  
Single-Phase \_\_\_\_\_ Three-Phase \_\_\_\_\_

Is equipment UL1741 Listed? (Yes/No) \_\_\_\_\_ If Yes, attach manufacturer's cut-sheet showing listing.

Equipment Type	Certifying Entity
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX B

### Generating Facility Certificate of Completion

Is the Generating Facility owner-installed?      Yes \_\_\_\_\_      No \_\_\_\_\_

Interconnection Customer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Location of the Generating Facility (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Electrician: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

License number: \_\_\_\_\_

Date Approval to Install Facility granted by the Utility: \_\_\_\_\_

Application ID number: \_\_\_\_\_

Inspection:

The Generating Facility has been installed and inspected in compliance with the local building/ electrical code of: \_\_\_\_\_

\_\_\_\_\_  
Signed (Local electrical wiring inspector, or attach signed electrical inspection)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## APPENDIX C

### Net Energy Metering Interconnection Agreement

#### **Customer Owned Fuel Cell, Solar, Wind, Biogas, Combined Heat and Power or Hydropower Electric Generating Facilities of 300 Kilowatts or Less**

This Net Energy Metering Interconnection Agreement is executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (hereinafter referred to as "Customer"), and Clark Public Utilities, (hereinafter referred to as "Utility"). Both parties, who may be herein further referred to collectively as "Parties" and individually as "Party", agree as follows:

#### **1. CUSTOMER ELECTRIC GENERATING FACILITY**

- (a) Customer has elected, in accordance with RCW 80.60 et seq., to operate either a net energy metered fuel cell, facility that produces electricity and used and useful thermal energy from a common fuel source, or a facility that uses water, wind, solar energy, or biogas from animal waste as a fuel as set forth in chapter 80.60 RCW with a generating capacity of not more than three hundred (300) kilowatts, in parallel with the Utility's transmission and distribution facilities. The customer's electric generating facility (generating facility) is intended to offset either part or all of the Customer's electrical requirements.
- (b) The Utility will not provide wheeling for Customer as generation from the net metering electrical generating facility will only be applied to consumption at the location of said electrical generating facility.
- (c) Customer's Application for Net Metered Electrical Generation, including the location of the electrical generating installation facility and details on the electrical generating unit(s) is hereby incorporated into this agreement as Attachment A.
- (d) The installation is identified by the Utility with the following designators: Transformer No. (feeder and phase) \_\_\_\_\_, Customer Utility Account No. \_\_\_\_\_.
- (e) A separate agreement shall be entered into for each Customer's electrical service location(s).
- (f) The electrical generating system facility used by the Customer shall be located on the Customer's premises. It shall include all equipment necessary to meet applicable safety, power quality, and Interconnection requirements established by the National Electrical Code (Articles 690 and 705), National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, and the Utility's Net Metering Interconnection Standards, as set forth in Attachment B, which is attached hereto.
- (g) The Utility shall have the sole authority to determine which Interconnection requirements set forth herein are applicable to Customer's proposed generating facility.

## **2. PAYMENT FOR NET ENERGY**

- (a) The Utility shall measure the net electricity produced or consumed by the Customer during each billing period, in accordance with normal metering practices.
- (b) If the electricity supplied by the Utility exceeds the electricity generated by the Customer during the billing period, or any portion thereof, then the Customer shall be billed for the net electricity supplied by the Utility together with the appropriate customer charge paid by other customers of the Utility in the same rate class.
- (c) If the electricity generated by the Customer during the billing period, or any portion thereof, exceeds the electricity supplied by the Utility, then the Customer shall be:
  - (i) billed for the appropriate customer service charge as other customers of the Utility in the same rate class; and
  - (ii) credited for the net excess kilowatt-hours generated during the billing period, with this kilowatt-hour credit appearing on Customer's bill for the following billing period.
- (d) On March 31 of each calendar year, any remaining unused kilowatt-hour credit accumulated by the Customer during the previous year shall be paid to the customer at the current Utility Avoided Cost energy rate.
- (e) Customer shall pay any amount owing for electric service provided by the Utility in accordance with applicable rates and policies. Nothing in this Section 2 shall limit the Utility's rights under applicable Rate Schedules, City Ordinances, Customer Service Policies, and General Provisions.

## **3. INTERRUPTION OR REDUCTION OF DELIVERIES**

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

condition(s) referenced in (a) of (b) of this section 3.3 have been corrected.

#### **4. INTERCONNECTION**

- (a) Customer shall deliver the excess energy to the Utility at the Utility's meter.
- (b) Customer shall pay for designing, installing, inspecting, operating, and maintaining the electric generating facility in accordance with all applicable laws and regulations and shall comply with the Utility's Interconnection Standards set forth in Attachment B, which is attached hereto.
- (c) Customer shall pay for the Utility's standard watt-hour meter electrical hook-up, if not already present.
- (d) Customer shall not commence parallel operation of the generating facility until written approval of the Interconnection facilities has been given by the Utility. Such approval shall not be unreasonably withheld. The Utility shall have the right to have representatives present at the initial testing of Customer's protective apparatus. Customer shall notify the Utility when testing is to take place.

#### **5. MAINTENANCE AND PERMITS**

Customer shall:

- (a) Maintain the electric generating facility and Interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, the Utility's Interconnection Standards, and
- (b) Obtain any governmental authorizations and permits required for the construction and operation of the electric generating facility and Interconnection facilities, including electrical permit(s).
- (c) Reimburse the Utility for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's generating facility or failure to maintain Customer's generating facility as required in (1) of this Section 5.

## **6. ACCESS TO PREMISES**

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

- (a) Inspect, with prior notice, at all reasonable hours, Customer's generating facility's protective devices;
- (b) Read meter; and
- (c) Disconnect at the Utility's meter or transformer, without notice, the generating facilities if, in the Utility's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or the Utility's facilities, or property of others from damage or interference caused by Customer's electric generating facilities, or lack of properly operating protective devices or inability to inspect the same.

The Utility inspection or other action shall not constitute approval by the Utility. The customer remains solely responsible for the safe and adequate operation of its facilities.

## **7. INDEMNITY AND LIABILITY**

- (a) The Customer assumes the risk of all damages, loss, cost and expense and agrees to indemnify the Utility, its successors and assigns, and its respective directors, officers, employees and agents, from and against any and all claims, losses, costs, liabilities, damages and expenses including, but not limited to, reasonable attorney fees, resulting from or in Interconnection with performance of the agreement or which may occur or be sustained by Name of Utility on account of any claim or action brought against the Utility for any reason including by not limited to loss to the electrical system of the Customer caused by or arising out of an electrical disturbance.
- (b) Such indemnity, protection, and hold harmless includes any demand, claim, suit or judgment for damages, death or bodily injury to all persons, including officers, employees or agents, and subcontractors of either Party hereto including payment made under or in Interconnection with any Worker's Compensation Law or under any plan for employees' disability and death benefits or property loss which may be caused or contributed to by the Interconnection, maintenance, operation, use, presence, or removal of Customer's equipment. The only exception will be liability occasioned by the sole negligence or willful misconduct of the Utility or its employees acting within the scope of their employment and liability occasioned by a partial negligence of the Utility or its employees acting within the scope of their employment to the extent that such partial liability is fixed by a court of competent jurisdiction.
- (c) The provisions of the Section 7 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any insurance policy.
- (d) The Utility shall have no liability, ownership interest, control or responsibility for the Customer's Electric Generating Facility or its Interconnection with the Utility's electric system, regardless of what the Utility knows or should know about the Customer's Electric Generating Facility or its Interconnection.
- (e) Customer recognizes that it is waiving immunity under Washington Industrial Insurance law, Title 51 RCW, and further agrees that this indemnification clause



has been mutually negotiated. This indemnification shall extend to and include attorney's fees and the costs of establishing the right of indemnification hereunder in favor of the Utility.

- (f) For Generation greater than 100kW, the Generator shall obtain, at its own expense, insurance for bodily injury and property damage with a combined single limit of \$\_\_\_\_\_, with provisions acceptable to the Utility prior to the actual interconnected operation of the facility. Such insurance shall be maintained in full force and effect so long as the facility is interconnected to the Utility's system. Failure to maintain such insurance shall constitute a breach of contract and shall be sufficient grounds for the Utility to terminate the Agreement.

## **8. INDEPENDENT CONTRACTORS**

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

## **9. GOVERNING LAW**

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

## **10. FUTURE MODIFICATION OR EXPANSION**

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

## **11. AMENDMENTS, MODIFICATIONS OR WAIVER**

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

## **12. ASSIGNMENT**

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

## **13. APPENDICES**

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

Appendix A: Application for Net Metered Electrical Generation to Clark Public Utilities.

Appendix B: Clark Public Utilities Net Metering Certificate of Completion.

## **14. NOTICES**

All written notices shall be directed as follows:

Clark Public Utilities                      Customer: \_\_\_\_\_

Attention: Sam Walker                      Name: \_\_\_\_\_

P.O. Box 8900                                  Address: \_\_\_\_\_

Vancouver, WA 98668                      City, State & Zip: \_\_\_\_\_

Customer notices to the Utility, pursuant to this Section 15, shall refer to the Service Address set forth in Appendix A, Application for Net Metered Electrical Generation.

## **15. TERM OF AGREEMENT**

This Agreement shall be in effect when signed by the Customer and the Utility and shall remain in effect thereafter month to month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 13.

## 16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives.

This Agreement is effective as of the last date set forth below.

**CUSTOMER:**

**CLARK PUBLIC UTILITIES:**

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Signature

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Signature

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Print name

---

Print name

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Title

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Title

---

Date

---

Date

## APPENDIX D – Power Purchase Agreement

### Power Purchase Agreement

#### For Power Generation Facilities (300 Kilowatts or less)

THIS AGREEMENT, between \_\_\_\_\_  
(Seller) and Clark Public Utilities (Utility), bears the following recitals:

1. Seller intends to own and/or operate an electric power generation facility using co-generation, fuels derived from biomass, waste or renewable energy sources, including wind, solar energy, and water to produce power. Seller desires to operate such generation in parallel with the Utility's system and sell a portion or all of the power produced to the Utility. The Utility has no direct financial involvement in the investment, construction, operation, or maintenance of Seller's generation facility.
2. Seller's generation facility is located at \_\_\_\_\_ and will be ready to produce and deliver power for sale on or about \_\_\_\_\_.
3. Seller's generation facility is described as:  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_ Serial Number: \_\_\_\_\_  
Fuel or energy source: \_\_\_\_\_ and having a name plate output rating of \_\_\_\_\_ kW, \_\_\_\_\_ volts, \_\_\_\_\_ phase, 60 Hertz.
4. The Utility is willing to permit Seller to operate its generation facility in parallel with the Utility's system under certain conditions for the purposes of delivering power to the Utility.
5. The Utility is willing to purchase Seller's delivered energy at the rate of \_\_\_\_\_, as that rate may from time to time be revised by the Board of Commissioners of the Utility.

NOW, THEREFORE, Seller and the Utility agree to the following:

1. The Seller and the Utility agree to interconnect their respective facilities to purchase or sell electric energy, and the Utility agrees to purchase such delivered electric energy at the rate of \_\_\_\_\_, as that rate may from time to time be revised.
2. The Utility's obligation for payment to Seller for energy deliveries to the Utility shall commence on the date stated by the Utility in its written approval for Seller to commence parallel operation as described in Para 7.
3. The Utility shall sell any electric power delivered by the Utility to the Seller under the provisions of the Utility's applicable rate schedules.
4. Seller shall be fully responsible for the costs and performance of designing, installing, owning, operating, and maintaining Seller's:
  - a. generating facility in accordance with the requirements of all applicable laws, rules, codes, and regulations, and the directives of all governmental agencies having jurisdiction;

- b. control and protective devices as required by the Utility for the safe parallel operation of Seller's generation facility with the Utility's system; and
  - c. interconnection facilities on Seller's premises as may be required to deliver power from Seller's generation facilities to the agreed point of interconnection with the Utility's system.
- 5. In the event it is necessary for the Utility to install any special or additional interconnection facilities, including control or protective devices, time of delivery metering, and reinforcement of its system to receive or to continue to receive the power delivered under this Agreement, Seller shall reimburse the Utility for its costs associated with the installation of such facilities.
- 6. Seller shall submit equipment specifications and detailed plans to the Utility for the installation of its interconnection facilities, control and protective devices, and facilities to accommodate the Utility's meters for review and advance written approval prior to their actual installation.
- 7. Seller agrees not to operate its generator in parallel with the Utility's system until the installation has been inspected by authorized Utility representatives and final written approval is received from the Utility to commence parallel operations.
- 8. The Utility's approvals described in this Agreement shall not be construed as any warranty of safety, durability, or reliability of Seller's generation service facilities or its control or protective devices.
- 9. The Utility shall have the right:
  - a. to enter the Seller's premises at any time for the inspection of Seller's protective devices and for reading and testing of meters;
  - b. to enter Seller's premises at reasonable times to disconnect the interconnection for purposes of maintenance; and
  - c. to enter Seller's premises at any time and to disconnect without notice the interconnection facilities if, in the Utility's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or the Utility's facilities, or other customer's facilities from damage or interference caused by Seller's generator, or lack of properly operating protective devices.
- 10. Seller agrees to make no change in its generation facility or protective devices without the prior written consent of the Utility.
- 11. The Utility shall not be liable for any loss or damage to property or bodily injuries to or death of persons, whether suffered by the Seller, its agents or employees, or by any third person, persons or corporations, resulting from the location, use, or operation of electrical or other equipment located on the customer's side of the point of delivery, or from electric energy present therein or escaping therefrom.
- 12. The Seller shall indemnify the Utility, its officers, agents, and employees against any loss, damages, bodily injury or death of any person or persons, including, but not limited to, the employees of the Utility, its customers, or any third party, resulting from or arising out of or in any way connected with the installation, inspection, maintenance, testing, use, and operation of Seller's facility.

13. Seller shall be solely responsible for securing any and all easements, licenses and permits, or exemptions therefrom, as may be required by any federal, state, or local statutes, ordinances or regulations, and hereby represents and warrants that all such necessary easements, licenses and permits, or exemptions, have been received, and hereby agrees to and shall indemnify and defend the Utility, its officers, agents, and employees, from and against any and all losses or claims resulting from or arising out of Seller's performance or failure to perform under this provision.
14. Seller shall obtain, at its own expense, insurance for bodily injury and property damage with a combined single limit of \$\_\_\_\_\_, with provisions acceptable to the Utility prior to the actual interconnected operation of the facility. Such insurance shall be maintained in full force and effect so long as the facility is interconnected to the Utility's system. Failure to maintain such insurance shall constitute a breach of contract and shall be sufficient grounds for the Utility to terminate this Agreement.
- A certificate of the insurance coverage of the Seller shall be authenticated by the proper officer of the insurer and shall provide that such insurance is in effect at the time of said certificate and will not be cancelled, limited, or allowed to expire without renewal until after thirty (30) days' advance written notice has been given to the Utility.
15. This Agreement may not be assigned by the Seller to another party except with the written consent of the Utility, which consent shall not be unreasonably refused.
16. This Agreement shall be in effect when signed by the Seller and the Utility for an initial term of one year, and shall remain in effect thereafter from month to month unless terminated by either party with thirty (30) days' advance written notice to the other.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Seller**

**Clark Public Utilities**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

MAILING ADDRESS:

Clark Public Utilities

P.O. Box 8900

Vancouver, Washington 98668