

# Clark Public Utilities

## Net Billing Interconnection Agreement

### Electric Generation Facilities Sized Between 101 Kilowatts and 1 Megawatt

This Net Billing Interconnection Agreement (“Agreement”) is entered into by the undersigned customer ("Customer"), and Clark Public Utilities, (“Utility”). Both parties, who may be herein further referred to collectively as "Parties" and individually as "Party", agree as follows:

#### 1. CUSTOMER ELECTRIC GENERATION FACILITY

- (a) Customer has elected, in accordance with the Clark Public Utilities Generator Interconnection Requirements, to operate a solar, wind or hydro generation facility with a generating capacity sized between 101 kilowatts and 1 megawatt AC, in parallel with the Utility’s transmission and distribution facilities. The Customer’s electric generation facility (“Generation Facility”) is intended to offset either part or all of the Customer's electrical requirements.
- (b) Customer’s Application for Net Billing Electrical Generation, including the location of the Generation Facility and details on the electrical generation unit(s), is hereby incorporated into this agreement.
- (c) A separate agreement shall be entered into for each Customer’s electrical service location with a separate Generation Facility if required by the Utility. Each electrical service location shall be subject to all required utility cost of service fees.
- (d) The Generation Facility 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 then current Utility’s Generator Interconnection Requirements, which are incorporated herein.
- (e) The Utility shall have the sole authority to determine which interconnection requirements are applicable to the proposed Generation Facility.

#### 2. NET BILLING AND BILLING

- (a) The Utility shall measure the electricity produced or consumed by the Customer during each billing period, in accordance with normal metering practices.
- (b) The Customer shall be billed for any electricity delivered by the Utility in accordance with the Customer’s rate classification, as designated by the Utility. Regardless whether electricity is delivered or not in a given billing period, the Customer will be subject to monthly service charges that apply to their rate classification.
- (c) In any billing period where the Customer delivers electricity to the Utility’s electrical system, they will be compensated for such electricity at the Utility’s Avoided Cost Rate, which will be determined at the time of delivery. This amount will be credited to the

Customer's account during the next billing period, unless the Customer requests direct payment.

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

- (a) The Utility may require Customer to interrupt or reduce its delivery of electricity from the Generation Facility, without compensation, under the following circumstances:
  - (i) when necessary in order to install, maintain, repair, replace, remove, investigate, or inspect any of the Customer's equipment or part of its system;
  - (ii) when necessary in order to install, maintain, repair, replace, remove, investigate, or inspect any of its the Utility's equipment or part of its system
  - (iii) if the Utility determines that curtailment, interruption, or reduction is necessary because of emergencies, force majeure, compliance with prudent electrical practices, or repairs are needed on the Utility system;
  - (iv) as needed to meet the Utility's operational needs.
- (b) Whenever possible, the Utility shall give Customer reasonable notice when 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 the Generation Facility may endanger Utility personnel or the continued operation of the Generation Facility may endanger the integrity of the Utility's electric system, the Utility shall have the right to temporarily or permanently disconnect the Generation Facility from the Utility's electric system. The Generation Facility shall remain disconnected until such time as the Utility is satisfied that the condition(s) referenced in this section have been addressed or corrected.

### **4. INTERCONNECTION**

- (a) Customer shall comply with the Utility's Generator Interconnection Requirements and shall be responsible for designing, installing, inspecting, operating, and maintaining the Generation Facility in accordance with all applicable laws and regulations.
- (b) If the Generation Facility is sized over 199 kilowatts (AC), the Customer shall not commence parallel operation of the Generation Facility until a Bonneville Power Administration (BPA) Small Generator Interconnection Agreement has been approved by BPA and all requirements by BPA have been met.
- (c) Customer shall deliver excess energy from the Generation Facility to the Utility at the point of delivery. This is commonly at the load side terminals of the Utility's secondary pedestal or transformer.
- (d) Customer shall maintain standard electric service with the Utility.
- (e) Customer shall not commence parallel operation of Generation Facility until written approval from the Utility has been provided. 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.
- (f) The Utility may require the Customer to install smart inverters with the latest UL1741 certifications as specified in the Generator Interconnection Requirements.

- (g) Net Billing Customers must provide generation data to the Utility upon request.
- (h) The Customer will pay all costs associated with connecting to the Utility's system.

## **5. MAINTENANCE AND PERMITS**

The Customer shall:

- (a) Maintain the Generation Facility and interconnected 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 Generation Facility and interconnected facilities, including electrical permit(s).

## **6. ACCESS TO PREMISES**

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

- (a) Inspect Customer's Generation Facility's protective devices, inverter settings, and metering equipment with prior notice during reasonable hours;
- (b) Read the meter; and
- (c) Disconnect the Generation Facility at the Customer's disconnect switch, Utility's meter or transformer pursuant to Section 3 without notice. This may interrupt normal utility service to the customer.

## **7. LIABILITY AND INDEMNIFICATION**

- (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 connection with performance of the Agreement or which may occur or be sustained by the Utility on account of any claim or action brought against the Utility for any reason including, but not limited to, loss to the electrical system of the Customer caused by or arising out of an electrical disturbance or operation of Customer generation facility.
- (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 connection 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 Generation Facility or its interconnection with the Utility's electric system, regardless of what the Utility knows or should know about the Generation Facility or its interconnection.
- (e) **CUSTOMER AGREES THAT IT SHALL NOT BE ENTITLED TO ASSERT AN IMMUNITY OR DEFENSE AGAINST THE UTILITY, OR LIMIT IN ANY WAY ITS INDEMNIFICATION OBLIGATION TO THE UTILITY, BASED UPON WORKERS' COMPENSATION LAWS, AS SET FORTH IN THE WASHINGTON INDUSTRIAL INSURANCE ACT (RCW TITLE 51), FOR ANY CLAIMS (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR DEATH) AGAINST THE UTILITY BY AN EMPLOYEE OF THE CUSTOMER, AND THE CUSTOMER SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. THIS WAIVER WILL NOT BE INTERPRETED OR CONSTRUED AS A WAIVER OF THE CUSTOMER'S RIGHT TO ASSERT DIRECTLY AGAINST ANY OF ITS OWN EMPLOYEES ANY SUCH IMMUNITY THAT MAY BE AFFORDED BY THE WASHINGTON INDUSTRIAL INSURANCE ACT, RCW TITLE 51.**

## **8. 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.

## **9. FUTURE MODIFICATION OR EXPANSION**

Any future modification or expansion of the Generation 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.

## **10. 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.

## **11. 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.

**12. NOTICES**

All written notices shall be directed as follows:

Clark Public Utilities  
Attention: Energy Resources, Customer Generation  
P.O. Box 8900  
Vancouver, WA 98668

Customer:

**13. 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, however Section 7 (Liability and Indemnification) shall survive such termination and remain in full force and effect.

**14. 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**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

Lena Wittler  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Chief Executive Officer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CLARK PUBLIC UTILITIES LEGAL**

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Signature

John Eldridge

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Print Name

General Counsel

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Title

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Date