



Net Metering Interconnection Agreement
Customer Owned Solar, Wind, Hydropower or Fuel Cell
Electric Generating Facilities of 25 Kilowatts or Less

This Net Energy Metering Interconnection Agreement is executed in duplicate this _____ day of _____, 20____ between _____ (hereinafter referred to as "Customer"), and the City of Blaine (hereinafter referred to as "City"). Both parties, who may be herein further referred to collectively as "Parties" and individually as "Party", agree as follows:

SECTION 1 CUSTOMER ELECTRIC GENERATING FACILITY

1. Customer has elected, in accordance with RCW 80.60 et seq., to operate either a net energy metering fuel cell, solar, wind or hydropower electric generating facility, with a generating capacity of not more than twenty-five kilowatts, in parallel with the City distribution facilities. The customer's electric generating facility (generating facility) is intended to offset either part or all of the Customer's electrical requirements. The City will not provide wheeling services for Customer as generation from the net metering electrical generating facility and net metering will only be applied to consumption at the location of said electrical generating facility.
2. 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.
3. The installation is identified by the City with the following designators:

Transformer No. (feeder & phase): _____

Customer Account Number: _____

4. A separate agreement shall be entered into for each Customer's electrical service location(s)
5. 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 City's Net Metering Interconnection Standards, as set forth in Attachment B, which is attached herto.
7. The City shall have the sole authority to determine which Interconnection requirements set forth herein are applicable to Customer's proposed generating facility.

SECTION 2 PAYMENT FOR NET ENERGY

1. The City shall measure the net electricity produced and consumed by the Customer during each billing period, in accordance with normal metering practices.
2. If the electricity supplied by the City exceeds the electricity generated by the Customer and fed back to the City during the billing period, or any portion thereof, then the Customer shall be billed for the net electricity supplied by the City together with the appropriate customer charge paid by other customers of the City in the same rate class.
3. If the electricity generated by the Customer and distributed back to the City during the billing period, or any portion thereof, exceeds the electricity supplied by the City, then the Customer shall be 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.
4. Upon termination of this agreement and/or system any remaining unused kilowatt hour credit accumulated by the Customer during the previous year shall be granted to the City, without any compensation to the Customer.
5. Customer shall pay any amount owing for electric service provided by the City in accordance with applicable rates and policies. Nothing in this Section 2 shall limit the City's rights under applicable Rate Schedules, City Ordinances, and Customer Service Policies.

SECTION 3 INTERRUPTION OR REDUCTION OF DELIVERIES

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

SECTION 4 INTERCONNECTION

1. Customer shall deliver the excess energy to the City at the City's meter.
2. 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 City's Interconnection Standards set forth in Attachment B, which is attached.
3. Customer shall pay for the City's standard watt-hour meter electrical hook-up, if not already present.
4. Customer shall not commence parallel operation of the generating facility until this agreement has been signed by all parties indicating approval by the City. Such approval shall not be unreasonably withheld. The City shall have the right to have representatives present at the initial testing of Customer's protective apparatus. Customer shall notify the City when testing is to take place.

SECTION 5 MAINTENANCE AND PERMITS

1. Customer shall 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 City's Interconnection Standards.
2. Customer shall obtain any governmental authorizations and permits required for the construction and operation of the electric generating facility and Interconnection facilities, including electrical permit(s).
3. Customer shall reimburse the City 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.) above.

SECTION 6 ACCESS TO PREMISES

The City may enter Customer's premises or property,

- a. To inspect, with prior notice, at all reasonable hours, Customer's generating facility's protective devices;
- b. to read meter.
- c. to disconnect at the City's meter or transformer, without notice, the generating facilities if, in the City's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or the City's facilities, or property or 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 City inspection or other action shall not constitute approval by the City. The customer remains solely responsible for the safe and adequate operation of its facilities.

SECTION 7 INDEMNITY AND LIABILITY

The Customer assumes all risk of all damages, loss, cost and expense and agrees to indemnify defend and hold harmless the City, 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 the City on account of any claim or action brought against the City 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.

Such indemnity, protection, and hold harmless includes any demand, claim, suit or judgment of damages, death or bodily injury to all persons, including officers, employees or agents, and subcontractor 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 of 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 City or its employees acting within the scope of their employment and liability occasioned by a partial negligence of the City or its employees action 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 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.

The City shall have no liability, ownership interest, control or responsibility for the Customer's Electric Generating Facility or its Interconnection with the City's electric system, regardless of what the City knows or should know about the Customer's Electric Generating Facility 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 the City.

SECTION 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.

SECTION 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 Whatcom County, Washington.

SECTION 10 FUTURE MODIFICATION OR EXPANSION

Any future modification or expansion of the Customer owned generating facility will require an engineering review and approval by the City. The City reserves the right 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.

SECTION 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.

SECTION 12 ASSIGNMENT

The Customer shall not assign its rights under this Agreement without the express written consent of the City. The city 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 City as a result of default, bankruptcy, or any other cause.

SECTION 13 APPENDICES

The Agreement includes the following attachments incorporated by reference:

Attachment A: Application for Net Metered Electrical Generation

Attachment B: Net Metering Interconnection Standards for Electric Generating Facilities of 25 kilowatts or less.

SECTION 14 NOTICES

All written notices shall be directed to:

**City of Blaine, Public Works
1200 Yew Avenue
Blaine, WA 98230**

Customer Name:
Address:
City, State & Zip:

SECTION 15 TERM OF AGREEMENT

This Agreement shall be in effect when signed by the customer and the City of Blaine and shall remain in effect thereafter month to month unless terminated by either Party effective thirty (30) calendar days after delivery of written notice in accordance with Section 14.

SECTION 16 SIGNATURES

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

CUSTOMER:

City of Blaine:

Signature

Signature

Print Name

Print Name

Title

Title

C

Date Address:

Date

City, State & Zip: