

Return to:
Inland Power & Light Co.
PO Box A
Spokane, WA 99219-5000



Tier 2 Renewable Resource Interconnection Agreement

Reference numbers of related documents: N/A

Grantor: Inland Power & Light Co.

Grantee: _____

Abbreviated Legal Description: _____

Assessor's Tax Parcel Number(s): _____

**Member Owned
Electric Generating Facilities of 500 Kilowatts or Less**

This Net Metering and Renewable Resource Interconnection Agreement (Agreement) is executed this _____ day of _____, 20____ between _____ (hereinafter referred to as "Member"), and Inland Power & Light Co. (hereinafter referred to as "Inland"). Both parties, who may be herein further referred to collectively as "Parties" and individually as "Party", agree as follows:

**Application for Renewable Resource Interconnection
of a Generating Facility No Larger than 500kW**

Complete, Sign and Submit with non-refundable \$150 Engineer Fee **PRIOR TO INSTALLATION OR MODIFICATION.** Additional Metering Fees as detailed in Inland Power Procedure No. 9-8-1 will be assessed on the power bill following acceptance by Inland Power.

Interconnection Member

Account Name: _____ Contact Name: _____

Account #: _____ Existing Service New Service

Service Address: _____
(Street) (City) (State) (Zip)

Mailing Address: _____
(Street) (City) (State) (Zip)

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Ownership of the facility (include % ownership by any electric utility): _____

Generating Facility Information

New Installation Modification New Owner of existing facility

Type of Generator: Solar Wind Other (describe) _____

Location on Property: _____ Electrical Permit # _____

Service Pole or UG Transformer # _____

Generator Design Capacity: _____ (kW) Battery backup? Yes No CT Service? Yes No

Generator (qty, mfr, model, watts) _____

Generator manufactured within the State of Washington? Yes No

Inverter (qty, mfr, model, watts, volts) _____

Inverter manufactured within the State of Washington? Yes No

Cost of system including installation: _____

Interconnection Member Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true.

Signed: _____

Title: _____ Date: _____

1. MEMBER ELECTRIC GENERATING FACILITY

- a. Member has elected to operate an electric generating facility, with a generating capacity of not more than five hundred kilowatts, in parallel with the Inland's transmission and distribution facilities. In accordance with RCW 80.60, the Member's wind, solar or biogas electric generating facility (generating facility) is intended to offset either part or all of the Member's electrical requirements. Further, in accordance with RCW 82.16, Member desires to operate such generation in order to qualify for state approved incentive payments for a portion or all of the renewable energy produced. Inland has no direct financial involvement in the investment, construction, operation or maintenance of Member's generation facility.
- b. Member's electric generating facility shall be located upon Member's real property or at a location where Member occupies the premises. (hereinafter "Member's Premises").
- c. Inland, upon request, can aggregate member-generator meters on premises owned by the member-generator.
- d. A separate agreement shall be entered into for each Member's electrical service location(s).
- e. The electrical generating system facility used by the Member shall be located on the Member's premises. It shall include all equipment necessary to meet applicable safety, power quality and Interconnection requirements established by the National Electrical Code, National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories and Inland's Net Metering and Renewable Resource Interconnection Standards, as set forth in Inland's Procedure 9-8-1.
- f. Inland shall have the sole authority to determine which Interconnection requirements set forth herein are applicable to Member's proposed generating facility.

2. TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Member and Inland and shall remain in effect thereafter month to month unless terminated by either Party on thirty (30) days' prior written notice to the other party.

3. BILLING TREATMENT OF NET METERING AND INCENTIVE PAYMENTS FOR RENEWABLE RESOURCES

- The billing treatment for Net Metering per RCW is specified in IPL Procedure 9-8-1.
- Incentive payment for Renewable Resources per RCW is specified in IPL Procedure 9-8-1.

4. INTERRUPTION OR REDUCTION OF DELIVERIES

Inland may require Member 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, force majeure or compliance with prudent electrical practices.

Whenever possible, the utility shall give Member reasonable notice of the possibility that interruption or reduction of deliveries may be required. Notwithstanding any other provision of this Agreement, if at any time the utility determines that either:

- c. The generating facility may endanger utility personnel or other individuals, or
- d. The continued operation of Member's generating facility may endanger the integrity of the utility's electric system,

Then Inland shall have the right to disconnect Member's generating facility from Inland's electric system. Member's generating facility shall remain disconnected until such time as Inland is satisfied the condition(s) referenced in (c) or (d) of this Section 4 have been corrected.

5. INTERCONNECTION.

- a. Member shall deliver the excess energy to Inland at Inland's revenue meter.
- b. Member shall pay for designing, owning, installing, inspecting, operating, and maintaining the electric generating facility and for metering the energy produced by the facility in accordance with all applicable laws and regulations and shall comply with Inland's Interconnection Standards set forth in Inland's Procedure 9-8-1.

- c. Unless otherwise provided, Member shall pay for Inland's standard watt-hour meter electrical hook-up, if not already present and other related reasonable costs as may be incurred by Inland.
- d. Member shall not commence parallel operation of the generating facility until written approval of the Interconnection facilities has been given by Inland. Such approval shall not be unreasonably withheld. Inland shall have the right to have representatives present at the initial testing of Member's protective apparatus. Member shall notify Inland when testing is to take place.

6. MAINTENANCE AND PERMITS

Member 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, Inland'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 Inland for any and all losses, damages, claims, penalties or liability it incurs as a result of Member's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Member's generating facility or failure to maintain Member's generating facility as required in (a) of this Section 6.

7. ACCESS TO PREMISES

Inland may enter Member's premises or property to:

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

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

8. INDEMNITY AND LIABILITY

- a. The Member 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 Inland on account of any claim or action brought against Inland for any reason including but not limited to loss to the electrical system of the Member 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 Member's equipment. The only exception will be liability occasioned by the sole negligence or willful misconduct of Inland or its employees acting within the scope of their employment and liability occasioned by a partial negligence of Inland 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 8 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. Inland shall have no liability, ownership interest, control or responsibility for the Member's Electric Generating Facility or its Interconnection with Inland's electric system, regardless of what Inland knows or should know about the Member's Electric Generating Facility or its Interconnection.

- e. Member recognizes that it is waiving immunity under Washington Industrial Insurance law 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 Inland.

9. 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.

10. GOVERNING LAW

This Agreement shall be interpreted, governed and construed 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 Spokane County, Washington.

11. FUTURE MODIFICATION OR EXPANSION

Any future modification or expansion of the Member owned generating facility and related equipment will require an engineering review and prior written approval by Inland. Inland reserves the right to require the Member, at Member'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.

12. 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.

13. ASSIGNMENT

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

Prior to any sale or transfer of Member's interest in Member's Premises, Member shall either terminate this Agreement in accordance with the provisions of Section 2 above or Member's successor in interest with respect to Member's Premises and Member shall enter into a written assignment of this Agreement with Inland, the terms and conditions of which must be reasonably acceptable to Inland.

At any time after any transfer of Member's interest in Member's Premises or any attempted assignment hereunder not in conformity with the provisions of this Section 13, Inland shall have the right to terminate this Agreement upon posting written notice of such termination upon Member's Premises and mailing a copy of such Notice of Termination to Member at Member's address set forth below by certified mail, return receipt requested. Such termination shall be effective upon the later of the posting of such Notice or deposit of such Notice, properly addressed as set forth above, in the United States Mail.

14. SIGNATURES

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

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

Member:

Inland Power & Light Co.:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

STATE OF WASHINGTON)

County of _____) ss.

On this ____ day of _____, 20____, personally appeared before me Member _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

NOTARY PUBLIC in and for the State
of Washington, residing at _____

My Commission Expires: _____