

Interconnection of Electric Generators

(GENERATING CAPACITY OF NOT MORE THAN 25 KILOWATTS)



Public Utility #1 of Ferry County

**Republic Washington
April, 2016**

Table of Contents

Chapter 1	Purpose and Scope	Pg 3
Chapter 2	Application of Rules	Pg 3
Chapter 3	Definitions	Pg 3
Chapter 4	Technical Standards for Interconnection	Pg 4
Chapter 5	Application for Interconnection	Pg 7
Chapter 6	General Terms and Conditions of Interconnection	Pg 7
Chapter 7	Certificate of Completion	Pg 9
Chapter 8	Required Filings – Exceptions	Pg 10
Attachment A:	Application	Pg 11
Attachment B:	Certificate of Completion	Pg 13
Attachment C:	Net Metering Interconnection Agreements	Pg 14

Chapter 1 Purpose and Scope

- (1) The purpose of this chapter is to establish rules for determining the terms and conditions governing the interconnection of electric generating facilities with a nameplate generating capacity of not more than 25 kilowatts to the electric system of Public Utility District #1 of Ferry County.
- (2) These rules are intended to be consistent with the requirements of chapter 80.60 RCW, Net Metering of Electricity; to partially comply with Section 1254 of the Energy Policy Act of 2005, Pub. L. No. 109-58 (2005); and to promote the purposes of Substitute Senate Bill 5101, Chapter 300, Laws of 2005 (effective July 1, 2005).

Chapter 2 Application of rules

- (1) These rules include various requirements applicable to the utility, the applicant and the generator.
- (2) These rules modify, if necessary, any existing interconnection rules of the utility, including but not limited to, rules implementing chapter 80.60 RCW, Net Metering of Electricity.

Chapter 3 Definitions

“Applicant” means any person, corporation, partnership, government agency, or other entity applying to interconnect a generating facility to the utility’s electric system pursuant to this chapter.

“Application” means the written notice as defined in WAC 480-108-030 provided by the applicant to the utility that initiates the interconnection process.

“Certificate of completion” means the attached certificate furnished by the utility and completed by the applicant or generator and the electrical inspector having jurisdiction over the installation of the facilities indicating completion of installation and inspection of the interconnection.

“Electric system” means all electrical wires, equipment, and other facilities owned or provided by the utility that are used to transmit electricity to customers.

“Generating facility” means a source of electricity owned by the applicant or generator that is located on the applicant’s side of the point of common coupling, and all facilities ancillary and appurtenant thereto, including interconnection facilities, which the applicant requests to interconnect to the utility’s electric system.

“Generator” means the entity that owns and/or operates the generating facility interconnected to the utility’s electric system.

“Initial operation” means the first time the generating facility is in parallel operation with the electric system.

“In-service date” means the date on which the generating facility and any related facilities are complete and ready for service, even if the generating facility is not placed in service on or by that date.

“Interconnection” means the physical connection of a generating facility to the electric system so that parallel operation may occur.

“Interconnection agreement” means the standardized terms and conditions that govern the interconnection of generating facilities pursuant to these rules. The model interconnection agreement may be modified to accommodate terms and conditions specific to individual interconnections, subject to the conditions set forth in these rules.

“Interconnection facilities” means the electrical wires, switches and other equipment used to interconnect a generating facility to the electric system.

“Net metering” means measuring the difference between the electricity supplied by the utility and the electricity generated by a generating facility that is fed back to the utility over the applicable billing period.

“Network distribution system (grid or spot)” means electrical service from a distribution system consisting of two or more primary circuits from one or more substations or transmission supply points arranged such that they collectively feed secondary circuits serving one (a spot network) or more (a grid network) utility customers.

“Parallel operation” or “operate in parallel” means the synchronous operation of a generating facility while interconnected with the utility’s electric system.

“Point of common coupling” or “PCC” means the point where the generating facility’s local electric power system connects to the utility’s electric system, such as the electric power revenue meter or at the location of the equipment designated to interrupt, separate or disconnect the connection between the generating facility and the utility.

“Utility” means Public Utility District #1 of Ferry County which owns and operates the electrical distribution system, or the electrical distribution system itself, onto which the applicant seeks to interconnect a generating facility.

Chapter 4 Technical Standards for Interconnection

The technical standards listed in this section shall apply to all generating facilities to be interconnected to the utility under this chapter.

(1) General interconnection requirements.

- (a) Any generating facility desiring to interconnect with the utility’s electric system or modify an existing interconnection must meet all minimum technical specifications applicable, in their most current approved version, as set forth in this chapter.

- (b) The specifications and requirements in this section are intended to mitigate possible adverse impacts caused by the generating facility on utility equipment and personnel and on other customers of Public Utility District #1 of Ferry County. They are not intended to address protection of the generating facility itself, generating facility personnel, or its internal load. It is the responsibility of the generating facility to comply with the requirements of all appropriate standards, codes, statutes and authorities to protect its own facilities, personnel, and loads.
- (c) The specifications and requirements in this section shall apply generally to the non-utility-owned electric generation equipment to which this standard and agreement(s) apply throughout the period encompassing the generator's installation, testing and commissioning, operation, maintenance, decommissioning and removal of said equipment. The utility may verify compliance at any time, with reasonable notice.
- (d) The generator shall comply with the requirements in subsections (d) (i), (d) (ii) and (d) (iii).
 - (i) Code and standards. Applicant shall conform to all applicable codes and standards for safe and reliable operation. Among these are the National Electric Code (NEC), National Electric Safety Code (NESC), the Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI), and Underwriters Laboratories (UL) standards, and local, state and federal building codes. The generator shall be responsible to obtain all applicable permit(s) for the equipment installations on its property.
 - (ii) Safety. All safety and operating procedures for joint use equipment shall be in compliance with the Occupational Safety and Health Administration (OSHA) Standard 29, CFR 1910.269, the NEC, Washington Administrative Code (WAC) rules, the Washington Industrial Safety and Health Administration (WISHA) Standard, and equipment manufacturer's safety and operating manuals.
 - (iii) Power Quality. Installations will be in compliance with all applicable standards including IEEE Standard 519-1992 Harmonic Limits.

(2) Specific interconnection requirements.

- (a) Applicant shall furnish and install on applicant's side of the meter, a UL-approved safety disconnect switch which shall be capable of fully disconnecting the applicant's generating facility from the utility's electric system. The disconnect switch shall be located adjacent to utility meters and 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 Public Utility District #1 of Ferry County personnel at all times.
- (b) The requirement in subsection (2) (a) above may be waived by the utility if: (i) applicant provides interconnection equipment that applicant can demonstrate, to the satisfaction of the utility, performs physical disconnection of the generating equipment supply internally; and (ii) applicant agrees that its service may be disconnected entirely if generating equipment must be physically disconnected for any reason.
- (c) Public Utility District #1 of Ferry County shall have the right to disconnect the generating facility at the disconnect switch under the following circumstances: when

necessary to maintain safe electrical operating conditions; if the generating facility does not meet required standards, or these rules; if the generating facility at any time adversely affects or endangers any person, the property of any person, the utility's operation of its electric system or the quality of the utility's service to other customers; or failure of the owner of record, as filed with the utility, to notify the utility of a sale or transfer of the generator, interconnecting facilities or the premises on which the generator is located.

- (d) Nominal voltage and phase configuration of applicant's generating facility must be compatible to the utility system at the point of common coupling.
- (3) Specifications applicable to all inverter-based interconnections. Any inverter-based generating facility desiring to interconnect with the utility's electric system or modify an existing interconnection must meet the technical specifications, in their most current approved version, as set forth below.
- (a) IEEE Standard 1547-2003, Standard for Interconnecting Distributed Resources with Electric Power Systems.
 - (b) UL Standard 1741, Inverters, Converters, and Controllers for Use in Independent Power Systems. Equipment must be UL listed.
 - (c) IEEE Standard 929-2000, IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems.
- (4) Requirements applicable to all non-inverter-based interconnections. Non-inverter based interconnection requests may require more detailed review, testing, and approval by the utility, at applicant cost, of the equipment proposed to be installed to ensure compliance with applicable technical specifications, in their most current approved version, including:
- (a) IEEE Standard 1547-2003, Standard for Interconnecting Distributed Resources with Electric Power Systems.
 - (b) ANSI Standard C37.90, IEEE Standard for Relays and Relay Systems Associated with Electric Power Apparatus.
 - (c) Applicants proposing such interconnection may also be required to submit a power factor mitigation plan for utility review and approval.

Chapter 5 Application for Interconnection

- (1) When an applicant requests interconnection from the utility, the applicant shall be responsible for conforming to the rules and regulations that are in effect and on file with the utility. The utility will designate a point of contact and provide a telephone number or website address for this purpose. The applicant seeking to interconnect a generating facility under these rules must fill out and submit a signed application form. Information

must be accurate, complete, and approved by the utility prior to installing the generating facility.

- (2) Application Prioritization. All generation interconnection requests pursuant to this chapter will be prioritized by the utility in the same manner as any new load requests. Preference will not be given to either request type. The utility will process the application and provide interconnection in a time frame consistent with the average of other service connections.
- (3) Application evaluation. All generation interconnection requests pursuant to this chapter will be reviewed by the utility for compliance with these rules. If the utility in its sole discretion finds that the application does not comply with this chapter, the utility may reject the application. If the utility rejects the application it shall provide the applicant with written notification stating its reasons for rejecting the application.

Chapter 6 General Terms and Conditions of Interconnection

The general terms and conditions listed in this section shall apply to all generating facilities interconnecting to the utility.

- (1) Any electrical generating facility with a maximum electrical generating capacity of 25 kW or less must comply with these rules to be eligible to interconnect and operate in parallel with the utility's electric system. The rules under this chapter shall apply to all interconnecting generating facilities that are intended to operate in parallel with the utility's electric system irrespective of whether the applicant intends to generate energy to serve all or a part of the applicant's load.
- (2) In order to ensure system safety and reliability of interconnected operations, all interconnected generating facilities shall be constructed and operated by generator in accordance with this chapter and all other applicable federal, state, and local laws and regulations.
- (3) Prior to initial operation, all generators must submit a completed certificate of completion to the utility; execute the appropriate interconnection agreement contained in Attachment C, and any other agreement(s) required by these rules for the disposition of the generating facility's electric power output. The interconnection agreement between the utility and generator outlines the interconnection standards, cost allocation and billing agreements, and on-going maintenance and operation requirements.
- (4) Applicant or generator shall promptly furnish the utility with copies of such plans, specifications, records, and other information relating to the generating facility or the ownership, operation, use, or maintenance of the generating facility, as may be reasonably requested by the utility from time to time.
- (5) For the purposes of public and working personnel safety, any non-approved generation interconnections discovered will be immediately disconnected from the utility system.

- (6) To ensure reliable service to all utility customers and to minimize possible problems for other customers, the utility will review the need for a dedicated-to-single-customer distribution transformer. Interconnecting generating facilities less than 25 kW may require a separate transformer. If the utility requires a dedicated distribution transformer, the applicant or generator shall pay for all costs of the new transformer and related facilities.
- (7) Metering.
 - (a) Net Metering for Solar, Wind, Hydropower and Fuel Cells as set forth in RCW 80.60: the utility shall install, own and maintain a kilowatt-hour meter, or meters as the installation may determine, capable of registering the bi-directional flow of electricity at the point of common coupling at a level of accuracy that meets all applicable standards, regulations and statutes. The meter(s) may measure such parameters as time of delivery, power factor, voltage and such other parameters as the utility shall specify. The applicant shall provide space for metering equipment. It will be the applicant's responsibility to provide the current transformer enclosure (if required), meter socket(s) and junction box after the applicant has submitted drawings and equipment specifications for the utility approval. The utility may approve other generating sources for net metering but is not required to do so.
 - (b) Production Metering: The utility may require separate metering for production. This meter will record all generation produced and may be billed separately from any net metering or customer usage metering. All costs associated with the installation of production metering will be paid by the applicant.
- (8) Common labeling furnished or approved by the utility and in accordance with NEC requirements must be posted on meter base, disconnects, and transformers informing working personnel that generation is operating at or is located on the premises.
- (9) As currently set forth for qualifying generation under RCW 80.60, for solar, wind, hydro or fuel cells no additional insurance will be necessary. For other generating facilities permitted under these standards and rules but not contained within RCW 80.60, additional insurance, limitations of liability and indemnification may be required by the utility.
- (10) Prior to any future modification or expansion of the generating facility, the generator will obtain utility review and approval. Public Utility District #1 of Ferry County reserves the right to require the generator, at the generator's expense, to provide corrections or additions to existing electrical devices in the event of modification of government or industry regulations and standards.
- (11) For the overall safety and protection of the utility system, RCW 80.60 currently limits interconnection of generation for net metering to 0.1% of the utility's peak demand during 1996. Additionally, interconnection of generating facilities to individual distribution feeders will be limited to 10% of the feeder's peak capacity.
- (12) It is the responsibility of the generator to protect its facilities, loads and equipment and comply with the requirements of all appropriate standards, codes, statutes and authorities.

- (13) Charges by the utility to the applicant or generator in addition to the application fee, if any, will be cost-based and applied as appropriate. Such costs may include, but are not limited to, transformers, production meters, and utility testing, qualification, and approval of non UL 1741 listed equipment. The generator shall be responsible for any costs associated with any future upgrade or modification to its interconnected system required by modifications in the utility's electric system.
- (14) This chapter governs the terms and conditions under which the applicant's generating facility will interconnect with, and operate in parallel with, the utility's electric system. This chapter does not govern the settlement, purchase or delivery of any power generated by applicant's generating facility. The purchase or delivery of power, including net metering of electricity pursuant to Chapter 80.60. RCW, and other services that the applicant may require will be covered by separate agreement or pursuant to the terms, conditions and rates as may be from time to time approved by the utility. Any such agreement shall be complete prior to initial operation and filed with Public Utility District #1 of Ferry County.
- (15) Generator may disconnect the generating facility at any time; provided that the generator provides reasonable advance notice to the utility.
- (16) Generator shall notify Public Utility District #1 of Ferry County prior to the sale or transfer of the generating facility, the interconnection facilities or the premises upon which the facilities are located. The applicant or generator shall not assign its rights or obligations under any agreement entered into pursuant to these rules without the prior written consent of the utility, which consent shall not be unreasonably withheld.

Chapter 7 Certificate of completion

All generating facilities must obtain an electrical permit and pass electrical inspection before they can be connected or operated in parallel with the utility's electric system. Generator shall provide written certification to the utility that the generating facility has been installed and inspected in compliance with the local building and/or electrical codes.

Chapter 8 Required filings – Exceptions

- (1) The utility shall maintain on file for inspection at its place of business, the charges, terms and conditions for interconnections pursuant to these rules. Such filing includes forms of the following documents and contracts:
 - (a) Application
 - (b) Interconnection agreements
 - (c) Certificate of Completion

APPENDIX A

Application for Interconnecting a Generating Facility No Larger than 25kW

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 _____ 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): _____

Generating Facility Information

Location (if different from above): _____

Electric Service Company: _____

Account Number: _____

Inverter Manufacturer: _____ Model _____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Single Phase _____ Three Phase _____

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic ___ Reciprocating Engine ___ Fuel Cell ___ Turbine ___ other ___

Energy Source: Solar ___ Wind ___ Hydro ___ Diesel ___ Natural Gas ___ Fuel Oil ___

Other (describe) _____

Is the equipment UL1741 Listed? Yes ___ No ___

If yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: _____ Estimated In-Service Date: _____

List components of the Generating Facility equipment package that are currently certified:

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

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 25 kW and return the Certificate of Completion when the Small Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

Contingent Approval to Interconnect the Generating Facility

(For Company use only)

Interconnection of the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Generating Facility No Larger than 25kW and return of the Certificate of Completion.

Company Signature: _____

Title: _____ Date: _____

Application ID number: _____

Company waives inspection/witness test? Yes___No___

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 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 Public Utility District #1 of Ferry County (hereinafter referred to as "The District"). Both parties, who may be herein further referred to collectively as "Parties" and individually as "Party", agree as follows:

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 District'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.
2. The District 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.
3. 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.
4. The installation is identified by The District with the following designators: (feeder and phase) _____, Customer Account No. _____ .
5. A separate agreement shall be entered into for each Customer's electrical service location(s).
6. 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 District's Net Metering Interconnection Standards, as set forth in Attachment B, which is attached hereto.
7. The District 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

1. The District shall measure the net electricity produced or consumed by the Customer during each billing period, in accordance with normal metering practices.
2. If the electricity supplied by The District exceeds the electricity generated by the Customer and fed back to The District during the billing period, or any portion thereof, then the Customer shall be billed for the net electricity supplied by The District together with the appropriate customer charge paid by other customers of The District in the same rate class.

3. If the electricity generated by the Customer and distributed back to The District during the billing period, or any portion thereof, exceeds the electricity supplied by The District, then the Customer shall be:
 - a. Billed for the appropriate customer service charge as other customers of The District in the same rate class; and
 - b. 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. Customer shall pay any amount owing for electric service provided by The District in accordance with applicable rates and policies. Nothing in this Section 2 shall limit The District's rights under its existing service policies, or amendments thereto,

3. INTERRUPTION OR REDUCTION OF DELIVERIES

1. The District may require 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, force or compliance with prudent electrical practices.
2. Whenever possible, The District shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.
3. Notwithstanding any other provision of this Agreement, if at any time The District determines that either:
 - a. the generating facility may endanger The District personnel, or
 - b. the continued operation of Customer's generating facility may endanger the integrity of The District's electric system, then The District shall have the right to disconnect Customer's generating facility from The District's electric system. Customer's generating facility shall remain disconnected until such time as The District is satisfied that the condition(s) referenced in (a) of (b) of this section 3.3 have been corrected.

4. INTERCONNECTION

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

5. MAINTENANCE AND PERMITS

Customer shall:

1. 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 District's Interconnection Standards, and
2. 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. Reimburse The District 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 (a) of this Section 5.

6. ACCESS TO PREMISES

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

1. Inspect, with prior notice, at all reasonable hours, Customer's generating facility's protective devices;
2. Read meter; and
3. Disconnect at The District's meter or transformer, without notice, the generating facilities if, in The District's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or The District'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 District inspection or other action shall not constitute approval by The District. The customer remains solely responsible for the safe and adequate operation of its facilities.

7. INDEMNITY AND LIABILITY

1. The Customer assumes the risk of all damages, loss, cost and expense and agrees to indemnify The District, 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 District on account of any claim or action brought against The District 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.
2. 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 District or its employees acting within the scope of their employment and liability occasioned by a partial negligence of The District 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.
3. 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.
4. The District shall have no liability, ownership interest, control or responsibility for the Customer's Electric Generating Facility or its Interconnection with The District's electric system, regardless of what The District knows or should know about the Customer's Electric Generating Facility or its Interconnection.
5. 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 District.

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 Ferry County, Washington.

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 District. The District 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.

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 District. The District 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 District as a result of default, bankruptcy, or any other cause.

13. APPENDICES

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

Attachment A: Application for Net Metered Electrical Generation to The District.

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

14. NOTICES

All written notices shall be directed as follows:

Public Utility District #1 of Ferry County
PO Box 1039
Republic, WA 99166

Customer Name

Address

City, State & Zip

Customer notices to The District, 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 District 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:

THE DISTRICT:

Signature

Signature

Print name

Print name

Title

Title

Date

Date