

**Production Metering Agreement for
Power Generation Facilities
(25 Kilowatts or less)**

THIS AGREEMENT, between _____ (hereinafter “Customer”) and the City of Tacoma, Department of Public Utilities, Light Division (d/b/a and hereinafter “Tacoma Power”), bears the following recitals, which recitals shall be and form a part of this Agreement:

- I. Customer intends to own and/or operate an electric power generation facility using a renewable energy system as defined by RCW 82.16.110.¹ Customer desires to operate such generation in parallel with Tacoma Power’s system in order to qualify for Washington State authorized incentive payments for a portion or all of the renewable energy produced. Tacoma Power has no responsibility for or direct financial involvement in the investment, construction, operation, or maintenance of Customer’s generation facility.
- II. Customer’s generation facility is located at: _____
_____ and will be ready to produce and deliver power on or about: _____

- III. Customer’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.
- IV. Tacoma Power is willing to permit Customer to operate its generation facility in parallel with Tacoma Power’s system under certain conditions for the purposes of delivering power to Tacoma Power. Such operations shall be in compliance with Tacoma Power’s net metering standards including, but not limited to, its Interconnection of Electric Generators standard.
- V. Tacoma Power will make customer investment cost recovery incentive payments (“incentive payments”) to Customer for electricity delivered in accordance with and at the payment level(s) set forth in Substitute Senate Bill, 5101, Chap. 300 Laws of 2005 (“SB 5101”) and codified in Chapter 82.16, RCW and in WAC 458-20-273.
- VI. Customer expressly understands that Tacoma Power’s participation in the incentive payment program authorized by SB 5101 is discretionary and that Tacoma Power shall not have any obligation or responsibility to make incentive payments in the event the tax credit or other provisions of said law are modified or eliminated.

¹ A “renewable energy system” means a solar energy system, an anaerobic digester as defined in RCW 82.08.900, or a wind generator used for producing electricity” to produce power.

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereunder, the Customer and Tacoma Power agree to the following:

1. Customer shall be fully responsible for the costs and performance of designing, installing, owning, operating, and maintaining Customer'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 Tacoma Power for the safe parallel operation of Customer's generation facility with the Tacoma Power's system; and
 - c. Interconnection facilities on Customer's premises as may be required to deliver power from Customer's generation facilities to the agreed point of interconnection with the Tacoma Power's system.
2. Tacoma Power will provide and install an electric production meter pursuant to the conditions of Customer's Application for incentive payments. In the event it is necessary for Tacoma Power 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, such installation shall be pursuant to a separate time and materials agreement and Customer shall fully reimburse Tacoma Power for its costs associated with the installation of such facilities.
3. Customer shall submit equipment specifications and detailed plans to Tacoma Power for the installation of its interconnection facilities, control and protective devices, and facilities to accommodate Tacoma Power's meters for review and advance written approval prior to their actual installation.
4. Customer agrees not to operate its generator in parallel with Tacoma Power's system until the installation has been inspected by authorized Tacoma Power representatives and final written approval is received from Tacoma Power to commence parallel operations.
5. Tacoma Power shall have the right:
 - a. To enter the Customer's premises at any time for the inspection of Customer's protective devices and for reading and testing of meters,
 - b. To enter Customer's premises at reasonable times to disconnect the interconnection for purposes of maintenance, and
 - c. To enter Customer's premises at any time and to disconnect without notice the interconnection facilities if, in Tacoma Power's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Tacoma Power's facilities, or other customer's facilities from damage or interference caused by Customer's generator, or lack of properly operating protective devices.
6. Customer agrees to make no change in its generation facility or protective devices without the prior written consent of Tacoma Power.
7. Disclaimers:

Tacoma Power's approvals, and its exercise of its right of access and/or right to disconnect the interconnection described in this Agreement shall not be construed as any warranty of safety, durability, or reliability of Customer's generation service facilities or its control or protective devices and Tacoma Power expressly disclaims same. Tacoma Power further

expressly disclaims, and nothing stated herein shall be deemed in any way whatsoever as an assumption by Tacoma Power of, any control over the means or methods utilized by Customer in the construction, operation, or maintenance of Customer's facilities or any responsibility for the safety of Customer's worksite. By signing this Agreement, Customer expressly understands and agrees to these express disclaimers.

8. Indemnification and Liability: The Customer assumes the risk of all damages, loss, cost and expense and agrees to indemnify and hold harmless Tacoma Power, 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's fees), resulting from or in connection with performance of this Agreement. This indemnification shall include, but not be limited to personal and bodily injury and property damages sustained by Customer and its employees and agents, Tacoma Power and its employees and agents, and any third parties related to the installation, inspection, maintenance, testing, use, and operation of Customer's facility.

Tacoma Power shall not be liable for any loss or damage to property or bodily injuries to or death of persons, whether suffered by the Customer, 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 (which shall be the primary meter), or from electric energy present therein or escaping therefrom.

9. Customer 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 Tacoma Power, its officers, agents, and employees, from and against any and all losses or claims resulting from or arising out of Customer's performance or failure to perform under this provision.
10. This Agreement shall be in effect when signed by the Customer and Tacoma Power for an initial term of one year following date of mutual execution, and may be extended annually thereafter by Tacoma Power, in its sole discretion, following an acceptable annual application for incentive payment by Customer for each fiscal year of Customer-generated electricity as more fully set forth in Chapter 458-20, of the Washington Administrative Code (WAC) including, but not limited to, WAC 458-20-273(5)). This Agreement may be terminated by either Party upon thirty (30) days' advance written notice to the other Party.

11. Miscellaneous:

- a. Entire Agreement/Severability: This Agreement and the terms and conditions of Customer's attached Application contain the entire agreement between the Parties regarding the incentive payments. All prior communications, representations, promises, or conditions relating to the subject matter of this Agreement are superseded hereby. If any term, condition or provision of this Agreement is declared void, unenforceable or limited in its application by any court or administrative body having jurisdiction, such event shall not affect any other provision, which remaining provisions shall continue in full force and effect in accordance with their terms.
- b. Modification: No modification or amendment of this Agreement shall be effective unless in writing and signed by the Parties.

- c. Sole Venue and Governing Law: The sole venue of any legal action arising from this Agreement shall be in the Pierce County Superior Court of the State of Washington, and this Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- d. Assignment: This Agreement may not be assigned by the Customer to another party except with the written consent of Tacoma Power, which consent shall not be unreasonably refused.
- e. Authority to Enter into Agreement: By signing below, I represent and warrant that I have read, understand, and agree to the terms and conditions of this Agreement and that I am the owner or duly authorized agent of the owner of the facility with full power to accept said terms and conditions on behalf of the Customer.

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

CUSTOMER:

TACOMA POWER:

Signature

Signature

Print name

Print name

Title

Title

Mailing address

City, State, Zip

Date

Date

Approved:

Finance

Form Pre-approved by City Attorney's Office.
If modified, review and approval by Legal Department required.