

Interconnection Agreement, Level 1

Please retain a copy of the Interconnection Agreement, Level 1 – Terms and Conditions for your records.

1. CUSTOMER'S RESPONSIBILITIES

- 1.1 Customer shall design, install, inspect, operate, and maintain an electric generation system in accordance with all applicable laws and regulations, including, but not limited to, all safety, power quality, and interconnection requirements established by the National Electrical Code, National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories. Customer shall remain responsible for its electric generation system up through the point of common coupling, and Seattle City Light (the Utility) shall bear no liability or responsibility for the same.
- 1.2 Customer is responsible for obtaining all required permits & approvals for the Customer- owned and operated electric generation system and is responsible for the actions of contractors or other agents hired by the Customer for design and installation of the system.

2. INTERCONNECTION

A separate Application and Agreement shall be entered into for each electrical service location of the Customer. The Applicant may operate the Generating Facility and interconnect with the Utility's Electrical Distribution System once all the following have occurred:

- 2.1. The Generating Facility has been inspected and approved by the appropriate local electrical code authority, and the Applicant has provided documentation of the approval to the Utility.
- 2.2. The Utility has either:
 - 2.2.1. Inspected the Generating Facility and has found that the Generating Facility complies with all Level 1 technical screens and applicable UL and IEEE standards; or
 - 2.2.2. Waived its right to inspect the Generating Facility by not scheduling an inspection in the allotted time; or
 - 2.2.3. Explicitly waived the right to inspect the Generating Facility.

Once the Customer's generation system is in operation, the Customer shall make no changes or modifications to the equipment, wiring, or the mode of operation without the prior approval of the Utility. General maintenance and replacement of previously installed parts does not require prior Utility approval. To the extent a dispute arises out of any of the requirements under this Agreement, Customer agrees to use the Seattle City Light Dispute Resolution Process defined in Department Policies and Procedures (DPP 500 P III- 425).

3. SAFE OPERATIONS AND MAINTENANCE

The Interconnection Customer shall be fully responsible to operate, maintain, and repair the Generating Facility as required to ensure that it complies at all times with IEEE Standard 1547. The Utility reserves the right to review the Generating Facility's maintenance program.

Maintenance records of the Generating Facility's equipment pertinent to interconnected operation shall be made available to the Utility upon request.

4. NET METERING AND BILLING

- 4.1. The Utility shall measure the net electricity produced or consumed by the Customer during each billing period, in accordance with the Utility's normal metering practices.
- 4.2. If the electricity supplied by the Utility exceeds the electricity generated by the Customer, then the Customer shall be billed for the net electricity supplied by the Utility, at the rate and with the same customer charge(s) paid by other customers of the Utility in the same rate class.
- 4.3. If the electricity generated by the Customer exceeds electricity consumed by the Customer and is distributed back to the Utility during the billing period, then the Customer; (i) shall be billed for the same customer charge(s) paid by other customers of the Utility in the same rate class; and shall be credited for the net excess kilowatt-hours generated during the billing period, with this kilowatt-hour credit appearing on the Customer's bill for the following billing period; (ii) and agrees that in each new net metering fiscal year beginning April 1 of each year, any and all kilowatt-hour credits remaining in the Customer's account at the time of the Customer's first scheduled meter reading of the new fiscal year shall be set to zero.

5. INTERRUPTION OR REDUCTION OF DELIVERIES

The Utility may temporarily disconnect the Generating Facility upon the following conditions:

- a. For scheduled outages upon reasonable notice.
- b. For unscheduled outages or emergency conditions.
- c. If the Generating Facility does not operate in a manner consistent with these terms and conditions of the Agreement.

The Utility shall inform the Interconnection Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

6. ACCESS TO PREMISES

The Utility shall have 24-hour access to the Generating Facility's premises and/or property, including the metering equipment. The Utility shall provide reasonable notice to the Interconnection Customer when possible prior to using its right of access.

7. INDEMNITY AND LIABILITY

- 7.1. The Customer hereby indemnifies and agrees to hold harmless and release the City and its elected officials, officers, employees and agents and each of the heirs, personal representatives, successors and assigns of any of the foregoing, (collectively, the "Indemnities") from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, obligations, payments and liabilities, together with any costs and expenses (including without limitation attorneys' fees and out-of-pocket expenses and investigation expenses) incurred in connection with any of the foregoing, resulting from, relating to or arising out of or in connection with: (i) any failure or abnormality in the operation of the Customer's electrical generation system, interconnection facilities or any related equipment or wiring; (ii) any failure of the Customer to comply with the standards, specifications, or requirements referenced in this Agreement (including appendices hereto) which results in abnormal voltages or voltage fluctuations, abnormal changes in the harmonic content of its generating facility output, single phasing, or any other abnormality related to the quantity or quality of the power produced by Customer's electrical generation system, interconnection facilities or any related equipment or wiring; (iii) any failure of the Customer to duly perform or observe any term, provision, covenant, agreement or condition hereunder to be performed by or on behalf of the Customer or (iv) any negligence or intentional misconduct of Customer related to operation of its electrical generation system, interconnection facilities or any related equipment or wiring.
- 7.2. As between the Parties and solely for the purpose of effectuating the indemnities contained in section 7.1, Customer expressly waives any immunity, defense or protection that may be granted to it under the Washington State Industrial Insurance Act, Revised Code of Washington Title 51 or any other industrial insurance, workers' compensation or similar laws of the State of Washington. This section shall not be interpreted or construed as a waiver of Customer's right to assert any such immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives.

8. INSURANCE

The Interconnection Customer is not required to provide general liability insurance coverage as part of this Agreement, or through any other Utility requirement.

9. FORCE MAJEURE

- 9.1. Suspension of Obligations. Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of any failure or delay in performance by such Party under this Agreement to the extent such failure or delay is caused by or results from any such cause or condition which is beyond such Party's reasonable control, or which such Party is unable to prevent or overcome by exercise of reasonable diligence (any such cause or condition, a "Force Majeure").
- 9.2. Notice; Required Efforts to Resume Performance. Any Party claiming Force Majeure shall give the other Party maximum practical advance notice of any failure or delay resulting from a Force Majeure and shall use its reasonable best efforts to overcome the Force Majeure and to resume performance as soon as possible; provided however, that nothing in this Agreement shall be construed to require either Party to settle any labor dispute in which it may be involved.
- 9.3. No Excuse of Payment Obligations. Notwithstanding any other provision of this Agreement, in no event shall a Force Majeure excuse a Party's failure to pay any amounts due and owing to the other Party under or pursuant to this Agreement.

10. ASSIGNMENT

The Customer shall notify the Utility within thirty (30) days of sale or transfer of the Generating Facility to another owner. For a Generating Facility offsetting part or the entire load of a utility customer at a given site, that customer is the Interconnection Customer and that customer may assign its Interconnection Agreement to a subsequent occupant of the site. For a Generating Facility providing energy directly to a Utility, the Interconnection Customer is the owner of the Generating Facility and that owner may assign its Interconnection Agreement to a subsequent owner of the Generating Facility. Assignment is only effective after the assignee provides written notice of the assignment to the Utility and agrees to accept the Interconnection Customer’s responsibilities under the Interconnection Agreement.

11. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement of the Parties, and the rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement.

12. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). Venue for any action arising under or in connection with this Agreement shall be in the Superior Court for King County, Washington, or in the United States District Court for the Western District of Washington.

13. AMENDMENT; 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 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.

14. NOTICES AND OTHER COMMUNICATIONS

Notice Methods and Addresses. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be given in writing (i) by personal delivery, (ii) by recognized overnight air courier service, (iii) by United States postal service, postage prepaid, registered or certified mail, return receipt requested, (iv) by facsimile transmission, using facsimile equipment providing written confirmation of successfully completed transmission to the receiving facsimile number, or (v) email. If notice or communications are provided via email, proof of receipt from the recipient such as a reply email is required. Physical written notice is the preferred method. All notices to either Party shall be made to the addresses set forth below. Any notice shall be deemed to have been given on the date delivered, if delivered personally, by overnight air courier service or by facsimile transmission; or, if mailed, shall be deemed to have been given on the date shown on the return receipt as the date of delivery or the date on which the United States postal service certified that it was unable to deliver, whichever is applicable.

15. TERMINATION

- 15.1. This Agreement may be terminated under the following conditions:
- i. By the Interconnection Customer: By providing written notice to the Utility.
 - ii. By the Utility: If the Generating Facility fails to operate for any consecutive 12-month period or the Interconnection Customer fails to remedy a violation of these terms and conditions of the Agreement.
- 15.2. Permanent Disconnection: In the event the Agreement is terminated, the Utility shall have the right to disconnect its facilities or direct the Interconnection Customer to disconnect its Generating Facility.
- 15.3. Survival Rights: This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement

APPLICANT SIGNATURE

The Interconnection of Generating Facility is approved contingent upon the Terms and Conditions for the Level 1 Interconnection Agreement.

I hereby certify that, to the best of my knowledge, the information provided on the Online Service Application is true. I agree to abide by the Terms and Conditions for a Level 1 Interconnection Agreement, provided on the preceding pages.

Signed _____ Date _____
Name _____ Phone _____
Account Number _____ Email _____
Service Address _____ City _____
Online Service App. No. _____ Interconnected Billing (Net) Meter _____
Backup Generator Yes No Battery Backup Yes No
 New owner of existing facility** New installation* Modification*

* New installation and Modifications: Submit Agreement to SCL_ServiceApplications@seattle.gov in addition to completing the Online Application for Electric Service, located at: <https://sclesr.seattle.gov/sclesrintake/faces/CustomERForm.jspx>.

** New owner of existing facility: Submit Agreement to SCL_Netmeterbilling@seattle.gov. Customer does not need to complete the Online Application for Electric Service.