

APPENDIX D

PRODUCTION METERING AGREEMENT

POWER PURCHASE AGREEMENT FOR POWER GENERATION FACILITIES OF 25 KILOWATTS OR LESS

THIS AGREEMENT, between _____
(Seller) and Clark Public Utilities (Utility), bears the following recitals:

- A. Seller intends to own and/or operate an electric power generation facility using co-generation, fuels derived from biomass, waste or renewable energy sources, including wind, solar energy, and water to produce power. Seller desires to operate such generation in parallel with the Utility's system and sell a portion or all of the power produced to the Utility. The Utility has no direct financial involvement in the investment, construction, operation, or maintenance of Seller's generation facility.
- B. Seller's generation facility is located at _____
_____ and will be ready to produce and deliver power for sale on or about _____
- C. Seller'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.
- D. The Utility is willing to permit Seller to operate its generation facility in parallel with the Utility's system under certain conditions for the purposes of delivering power to the Utility.
- E. The Utility is willing to purchase Seller's delivered energy at the rate set forth in the Utility's Schedule 90, as that rate may from time to time be revised by the Board of Commissioners of the Utility pursuant to RCW 54.16.040 and Section 210 of the Federal Public Utility Regulatory Policies Act of 1978 (PURPA), Public Law 95-617.

NOW, THEREFORE, Seller and the Utility agree to the following:

1. The Seller and the Utility agree to interconnect their respective facilities to purchase or sell electric energy, and the Utility agrees to purchase such delivered electric energy at the rate set forth in the Utility's Rate Schedule 99, as that rate may from time to time be revised.

A copy of the current Rate Schedule 99 (to be attached by the Utility), and by this reference made a part hereof as if set forth at length herein. When any change is made to Rate Schedule 99, a copy of the new Rate Schedule shall be provided to the Seller.
2. The Utility's obligation for payment to Seller for energy deliveries to the

Utility shall commence on the date stated by the Utility in its written approval for Seller to commence parallel operation as described in Para 7.

3. The Utility shall sell any electric power delivered by the Utility to the Seller under the provisions of the Utility's applicable rate schedules.
4. Seller shall be fully responsible for the costs and performance of designing, installing, owning, operating, and maintaining Seller'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 Utility for the safe parallel operation of Seller's generation facility with the Utility's system; and
 - c. interconnection facilities on Seller's premises as may be required to deliver power from Seller's generation facilities to the agreed point of interconnection with the Utility's system.
5. In the event it is necessary for the Utility 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, Seller shall reimburse the Utility for its costs associated with the installation of such facilities.
6. Seller shall submit equipment specifications and detailed plans to the Utility for the installation of its interconnection facilities, control and protective devices, and facilities to accommodate the Utility's meters for review and advance written approval prior to their actual installation.
7. Seller agrees not to operate its generator in parallel with the Utility's system until the installation has been inspected by authorized Utility representatives and final written approval is received from the Utility to commence parallel operations.
8. The Utility's approvals described in this Agreement shall not be construed as any warranty of safety, durability, or reliability of Seller's generation service facilities or its control or protective devices.
9. The Utility shall have the right:
 - a. to enter the Seller's premises at any time for the inspection of Seller's protective devices and for reading and testing of meters;
 - b. to enter Seller's premises at reasonable times to disconnect the interconnection for purposes of maintenance; and
 - c. to enter Seller's premises at any time and to disconnect without notice the interconnection facilities if, in the Utility's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or the Utility's facilities, or other customer's facilities from damage or interference caused by Seller's generator, or lack of properly operating protective devices.

10. Seller agrees to make no change in its generation facility or protective devices without the prior written consent of the Utility.
11. The Utility shall not be liable for any loss or damage to property or bodily injuries to or death of persons, whether suffered by the Seller, 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, or from electric energy present therein or escaping therefrom.
12. The Seller shall indemnify the Utility, its officers, agents, and employees against any loss, damages, bodily injury or death of any person or persons, including, but not limited to, the employees of the Utility, its customers, or any third party, resulting from or arising out of or in any way connected with the installation, inspection, maintenance, testing, use, and operation of Seller's facility.
13. Seller 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 the Utility, its officers, agents, and employees, from and against any and all losses or claims resulting from or arising out of Seller's performance or failure to perform under this provision.
14. This Agreement may not be assigned by the Seller to another party except with the written consent of the Utility, which consent shall not be unreasonably refused.
15. This Agreement shall be in effect when signed by the Seller and the Utility for an initial term of one year, and shall remain in effect thereafter from month to month unless terminated by either party with thirty (30) days' advance written notice to the other.

Dated this _____ day of _____, 19 _____

Seller

Clark Public Utilities

By _____

By _____

Title _____

Title

MAILING ADDRESS:

