Clark Public Utilities

Net Metering Interconnection Agreement

Electric Generating Facilities of 100 Kilowatts or Less

This Net Metering Interconnection Agreement ("Agreement") is entered into by the undersigned customer ("Customer"), and Clark Public Utilities, ("Utility"). Both parties, who may be herein further referred to collectively as "Parties" and individually as "Party", agree as follows:

1. CUSTOMER ELECTRIC GENERATING FACILITY

(a) Customer has elected, in accordance with RCW 80.60, to operate a generating facility with a generating capacity of not more than one hundred (100) kilowatts AC, in parallel with the Utility'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.

(b) 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.

(c) A separate agreement shall be entered into for each Customer's electrical service location(s).

(d) 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 Utility's Net Metering Interconnection Standards.

(e) The Utility shall have the sole authority to determine which Interconnection requirements set forth herein are applicable to Customer's proposed generating facility.

2. NET METERING AND BILLING

(a) The Utility shall measure the net electricity produced or consumed by the Customer during each billing period, in accordance with normal metering practices.

(b) If the electricity supplied by the Utility exceeds the electricity generated by the Customer during the billing period, or any portion thereof, then the Customer shall be billed for the net electricity supplied by the Utility together with the appropriate customer charge paid by other customers of the Utility in the same rate class.

(c) If the electricity generated by the Customer during the billing period, or any portion thereof, exceeds the electricity supplied by the Utility, then the Customer shall be:

(i) billed for the appropriate customer service charge as other customers of the Utility in the same rate class; and

(ii) 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.

(d) Meter Aggregation: Upon the Customer's request, the Utility shall aggregate for billing purposes the net meter that is physically attached to the Generating Facility with one or more meters located on the Customer's premises that are owned or leased by the Customer within the service territory of the Utility, provided that the total load of the net metering system does not exceed one hundred kilowatts AC. Meters so aggregated shall not change rate classes due to meter aggregation, must be and remain on property owned or controlled by the Customer Generator, and must remain under the same name or account as the Customer Generator. Kilowatt-hour credits earned by Generating Facility during the program year first shall be used to offset electricity supplied to the Customer Generator's Net Meter. Excess kilowatt-hours credits earned by the net metering system, shall be credited equally to the aggregated meter(s) located on all premises of a Customer at the designated rate of each meter. The Customer will be billed an additional basic charge annually, equal to the basic charge in the schedule under which the aggregated meter is billed.

(e) On March 31 of each calendar year, any remaining unused kilowatt-hour credit accumulated by the Customer during the previous year (April 1 through March 31) shall be granted to the Utility, without any compensation to the Customer.

(f) Customer shall pay any amount owing for electric service provided by the Utility in accordance with applicable rates and policies.

3. INTERRUPTION OR REDUCTION OF DELIVERIES

(a) The Utility may require Customer to interrupt or reduce deliveries as follows:

(i) when necessary in order to install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or

(ii) if it determines that curtailment, interruption, or reduction is necessary because of emergencies, force majeure, or compliance with prudent electrical practices.

(b) Whenever possible, the Utility shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

(c) Notwithstanding any other provision of this Agreement, if at any time the Utility determines that either:

(i) the generating facility may endanger Utility personnel, or

(ii) the continued operation of Customer's generating facility may endanger the integrity of the Utility's electric system;

The Utility shall have the right to temporarily or permanently disconnect Customer's generating facility from the Utility's electric system. Customer's generating facility shall remain disconnected until such time as the Utility is satisfied that the condition(s) referenced in this section have been corrected.

4. INTERCONNECTION

(a) Customer shall deliver the excess energy to the Utility at the Utility's meter.

(b) Customer shall be responsible for designing, installing, inspecting, operating, and maintaining the electric generating facility in accordance with all applicable laws and regulations and shall comply with the Utility's Interconnection Standards.

(c) Customer shall pay for the Utility's standard watt-hour meter electrical hook-up, if not already present.

(d) Customer shall not commence parallel operation of the generating facility until written approval of the Interconnection facilities has been given by the Utility. Such approval shall not be unreasonably withheld. The Utility shall have the right to have representatives present at the initial testing of Customer's protective apparatus. Customer shall notify the Utility when testing is to take place.

5. MAINTENANCE AND PERMITS

The Customer 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, the Utility'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).

6. ACCESS TO PREMISES

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

(a) Inspect Customer's generating facility's protective devices and metering equipment with prior notice during reasonable hours;

(b) Read meter; and

(c) Disconnect the Generating Facility at the Customer's disconnect switch, Utility's meter or transformer pursuant to Section 3 without notice. This may interrupt normal utility service to the customer.

7. LIABILITY AND INDEMNIFICATION

(a) The Customer 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 Interconnection with performance of the agreement or which may occur or be sustained by the Utility on account of any claim or action brought against the Utility 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.

(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 Customer's equipment. The only exception will be liability occasioned by the sole negligence or willful misconduct of the Utility or its employees acting within the scope of their employment and liability occasioned by a partial negligence of the Utility 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 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.

(d) The Utility shall have no liability, ownership interest, control or responsibility for the Customer's Electric Generating Facility or its Interconnection with the Utility's electric system, regardless of what the Utility knows or should know about the Customer's Electric Generating Facility or its Interconnection.

(e) 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 Utility.

8. 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 Clark County, Washington.

9. FUTURE MODIFICATION OR EXPANSION

Any future modification or expansion of the Customer owned generating facility will require an engineering, safety and reliability review and approval by the Utility. The Utility reserves the right to deny the modification or expansion or 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.

10. 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.

11. ASSIGNMENT

The Customer shall not assign its rights under this Agreement without the express written consent of the Utility. The Utility 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 Utility as a result of default, bankruptcy, or any other cause.

12. NOTICES

All written notices shall be directed as follows:

Clark Public Utilities
Attention: Energy Resources, Customer Generation
P.O. Box 8900
Vancouver, WA 98668

13. TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Customer and the Utility 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.

14. 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:	**CLARK PUBLIC UTILTIES:**
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date