

**Level 2, 3 and 4 Interconnection Agreement**

This agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between \_\_\_\_\_ (“Interconnection Customer”), a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and Seattle City Light (“Utility”), an Electric Utility existing under the laws of the State of Washington. Interconnection Customer and Utility each may be referred to as a “Party,” or collectively as the “Parties.”

Utility Contact Information

Seattle City Light  
Asset Management Division  
Attention: Manager, System Planning Department  
700 Fifth Avenue, Suite 3200  
P.O. Box 34023  
Seattle, WA 98124-4023  
Phone: (206) 684-3556 Fax: (206) 684-3040

Interconnection Customer Information

Interconnection Customer: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Interconnection Customer Application No: \_\_\_\_\_

Recitals:

**Whereas**, Interconnection Customer, as an Applicant, is proposing to develop a Generating Facility, or generating capacity addition to an existing Generating Facility, consistent with the application completed by Interconnection Customer on \_\_\_\_\_; and  
Whereas, Interconnection Customer desires to interconnect the Generating Facility with the Utility’s Electrical Distribution System;  
Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 This Agreement shall be used for all approved Level 2, Level 3, and Level 4 Interconnection Applications according to the procedures set forth in the Interconnection Requirements. Capitalized terms in this Agreement if not defined in the Agreement have the meanings set forth in the Interconnection Requirements.

1.2 This Agreement governs the terms and conditions under which the Generating Facility will interconnect to, and operate in parallel with, the Utility’s Electrical Distribution System.

1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer’s power.

1.4 Nothing in this Agreement is intended to affect any other agreement between Utility and Interconnection Customer.

#### 1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations, and operating requirements.

1.5.2 The Interconnection Customer shall arrange for the construction, interconnection, operation and maintenance of the Generating Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in accordance with this Agreement.

1.5.3 The Utility shall construct, own, operate, and maintain its Electrical Distribution System and its facilities for interconnection ("Interconnection Facilities") in accordance with this Agreement.

1.5.4 The Interconnection Customer agrees to arrange for the construction of the Generating Facility or systems in accordance with applicable specifications that meet or exceed the National Electrical Code, the American National Standards Institute, IEEE, Underwriters Laboratories, and any operating requirements.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Exhibits to this Agreement and shall do so in a manner so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the other Party.

1.5.6 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Common Coupling.

#### 1.6 Regulatory Coordination and Approvals

Regional approval may be required for certain new projects. It is the responsibility of the Interconnection Customer to file for any approvals or licenses prior to construction and to meet any federal or regional regulatory requirements. Copies of licenses, letter of approval, and associated study material should be provided to the Utility. The Utility shall be made aware of any project modifications mandated by the regulatory agencies so that additional studies may be performed. If the Interconnection Customer believes that no regulatory approval is required, a written justification of that belief shall be provided to the Utility.

#### 1.7 Regional Study Requirements

The Interconnection Customer may be required to file with the Western Electricity Coordinating Council (WECC) Planning Coordination Committee (PCC) to initiate regional approval for a project that has regional significance. This procedure allows other regional entities to examine and study project plans and comment on potential operational and capacity issues, as noted in Section III of the PCC Handbook, as made available by WECC. If the Interconnection Customer is not a regional entity as defined by WECC, and the project has an impact on the region, the Utility will file the required documentation with WECC and shepherd the project through this process. The Utility is not responsible for any project delays caused by this process.

### Article 2. Inspection, Testing, Authorization, and Right of Access

#### 2.1 Equipment Testing and Inspection

The Interconnection Customer shall arrange for the testing and inspection of the Generating Facility prior to interconnection in accordance with IEEE Standard 1547.

#### 2.2 Certificate of Completion

Prior to commencing parallel operation, the Interconnection Customer shall provide the Utility with a Certificate of Completion substantially in the form of Attachment 4 of the Interconnection Requirements. The Certificate of Completion must either be signed by an electrical inspector with the authority to approve the interconnection or be accompanied by the electrical inspector's own form authorizing interconnection of the Generating Facility.

### 2.3 Authorization

The Interconnection Customer is authorized to commence parallel operation of the Generating Facility when there are no contingencies noted in this Agreement remaining.

### 2.4 Parallel Operation Obligations

The Interconnection Customer shall abide by all permissible written rules and procedures developed by the Utility which pertain to the parallel operation of the Generating Facility. In the event of conflicting provisions, the Interconnection Requirements shall take precedence over a Utility's rule or procedure, unless such Utility rule or procedure is contained in an approved tariff, in which case the provisions of the tariff shall apply. Copies of the Utility's rules and procedures for parallel operation are provided as an exhibit to this Agreement

#### 2.4.1 Synchronization

The Interconnection Customer is responsible for synchronizing its equipment to the power system. During all other conditions, the Generating Facility shall operate within approved procedures when connecting to the system. For automatic or manual synchronization, voltage fluctuation shall meet IEEE standard 1547 and sync-checking shall be required to ensure that the unit properly synchronize to the power system.

#### 2.4.2 Operational Requirements

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 National Electrical Safety Code (NESC), Washington State Administrative Code (WAC rules), National Electrical Code (NEC), the Washington Industrial Safety and Health Administration (WISHA) standard, the Seattle City Light "System Operations Clearance Keep Open and Hold Open Procedures" brochure, and the Interconnection Customer's safety manuals.

#### 2.4.3 Isolation Requirements

The Interconnection Customer shall not energize any of the Utility's system line or equipment unless the Utility's System Control Center (SCC) specifically approves energization. If, for any reason, a protective device operation separates the Generating Facility from the Utility's system, the Interconnection Customer shall contact the SCC before attempting to restore the connection to the system. Automatic re-closing is not allowed. At the Connection Point, a disconnect switch shall be provided for the purpose of physically and visibly isolating the Generating Facility from the Utility's System. With the agreement between the Utility and the Interconnection Customer, the disconnect switch may be installed at another location other than the Connection Point, provided that the purpose described herein is satisfied. The device:

2.4.3.1 Shall be accessible by, and under the Utility's SCC jurisdiction & control.

2.4.3.2 Shall be gang-operated, and shall be lockable in the open position by the Utility.

2.4.3.3 Shall be suitable for safe operation under the conditions of use.

2.4.3.4 Shall not be operated without advance notice to either party, unless an emergency condition requires that the device be opened to isolate the Generating Facility.

### 2.5 Metering

The Interconnection Customer shall be responsible for the Utility's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in exhibits of this Agreement. The Interconnection Customer's metering

(and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

2.5.1 Large Solar Program. To be eligible for the Large Solar Program, a PV array must be connected to the Interconnection Customer premises located within the Utility's service territory and be equipped with a two-way advanced meter capable of measuring both consumption and outbound power exports.

#### 2.6 Reactive Power

The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Common Coupling at a power factor within the range of 0.95 leading to 0.95 lagging.

#### 2.7 Right of Access

At reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Utility shall have reasonable access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on the Utility under this Agreement, or as is necessary to meet a legal obligation to provide service to customers.

### Article 3. Effective Date, Term, Termination, and Disconnection

#### 3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

#### 3.2 Term of Agreement

This Agreement shall remain in effect unless terminated earlier in accordance with Article 3.3 of this Agreement.

#### 3.3 Termination

No termination shall become effective until the Parties have complied with all applicable laws and regulations applicable to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Utility twenty business days' written notice.

3.3.2 Either Party may terminate this Agreement pursuant to Article 6.6.

3.3.3 Upon termination of this Agreement, the Generating Facility will be disconnected from the Utility's Electrical Distribution System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.4 The provisions of this Article shall survive termination or expiration of this Agreement.

#### 3.4 Temporary Disconnection

The Utility may temporarily disconnect the Generating Facility from the Electrical Distribution System for so long as reasonably necessary in the event one or more of the following conditions or events:

3.4.1 Emergency Conditions: "Emergency Condition" shall mean a condition or situation:

(1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or

(2) that, in the case of Utility, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of the Utility's Interconnection Facilities or damage to the Utility's Electrical Distribution System, or

(3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a

nondiscriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility. Under emergency conditions, the Utility or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Utility shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Utility promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Utility's Electrical Distribution System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and any necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair: The Utility may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Utility's Electrical Distribution System when necessary for routine maintenance, construction, and repairs on the Utility's Electrical Distribution System. The Utility shall provide the Interconnection Customer with five business days notice prior to such interruption. The Utility shall use reasonable efforts to coordinate such repair or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages: During any forced outage, the Utility may suspend interconnection service to effect immediate repairs on the Utility's Electrical Distribution System. The Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects: The Utility shall provide the Interconnection Customer with a written notice of its intention to disconnect the Generating Facility if, based on good utility practice, the Utility determines that operation of the Generating Facility will likely cause unreasonable disruption or deterioration of service to other Utility customers served from the same electrical distribution system, or if operating the Generating Facility could cause damage to the Electrical Distribution System. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. The Utility may disconnect the Generating Facility if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five business days from the date the Interconnection Customer receives the Utility's written notice supporting the decision to disconnect, unless emergency conditions exist in which case the provisions of Article 3.4.1 apply.

3.4.5 Modification of the Generating Facility: The Interconnection Customer must receive written authorization from Utility before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Utility's Electrical Distribution System. Such authorization shall not be unreasonably withheld. Modifications shall be completed in accordance with good utility practice. If the Interconnection Customer makes such modification without the Utility's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility. If disconnected, the Generating Facility will not be reconnected until the unauthorized modifications are authorized or removed.

3.4.5.1 Changes to Interconnection Customer-Supplied Information If there are any changes in data previously supplied pursuant to these connection requirements, the Interconnection Customer shall notify the utility in writing prior to 30 days. This notification shall include:

- The time and date when the change that might impact Seattle City Light is expected to become effective, and

- If the change is only temporary, an estimate of the time and date at which the data shall revert to the previously supplied form.

A request for a change in Connection Point to the Utility's System and level of generation shall be submitted as a new request. A new completion date shall be negotiated with the Interconnection Customer when Project data is changed. The Utility may request load growth projections after the initial connection is made. This will require an annual submittal by the Interconnection Customer detailing the load projections for each of next 5 to 10 years.

3.4.6 Reconnection: The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Utility's Electrical Distribution System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

#### Article 4. Cost Responsibility for Interconnection Facilities and Distribution upgrades

##### 4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the interconnection facilities itemized in the Exhibits to this Agreement ("Interconnection Facilities"). If a facilities study was performed, the Utility shall identify its Interconnection Facilities necessary to safely interconnect the Generating Facility with the Utility's Electrical Distribution System, the cost of those facilities, and the time required to build and install those facilities.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its Interconnection Equipment Package, and (2) operating, maintaining, repairing, and replacing the Utility's Interconnection Facilities as set forth in any exhibits to this Agreement.

4.2 Distribution upgrades The Utility shall design, procure, construct, install, and own any Electrical Distribution System upgrades ("Utility Upgrades"). The actual cost of the Utility Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

#### Article 5. Billing, Payment, Milestones, and Financial Security

##### 5.1 Billing and Payment Procedures and Final Accounting

5.1.1 The Utility shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of the Utility-provided Interconnection Facilities and Utility Upgrades contemplated by this Agreement as set forth in the exhibits to this Agreement, on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within thirty calendar days of receipt, or as otherwise agreed by the Parties.

5.1.2 Within ninety (90) calendar days of completing the construction and installation of the Utility's Interconnection Facilities and Utility Upgrades described in the exhibits to this Agreement, the Utility shall provide the Interconnection Customer with a final accounting report of any difference between

- (1) the actual cost incurred to complete the construction and installation and the budget estimate provided to the Interconnection Customer and
- (2) the Interconnection Customer's previous deposit and aggregate payments to the Utility for such Interconnection Facilities and Utility Upgrades. The Utility shall provide a written explanation for any actual cost exceeding a budget estimate by 20% or more. If the Interconnection Customer's cost responsibility exceeds its previous deposit and aggregate payments, the Utility shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Utility within thirty calendar days. If the Interconnection Customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement,

the Utility shall refund to the Interconnection Customer an amount equal to the difference within thirty (30) calendar days of the final accounting report.

5.1.3 Large Solar Program.

The Interconnection Customer operating solar photovoltaic (PV) arrays sized larger than 100 kW and not greater than 2 MW, measured in AC, shall be billed and credited according to the following provisions:

5.1.3.1 The Interconnection Customer's two-way advanced meter will measure accumulated kilowatt hours of inbound retail consumption and outbound exported power.  
 5.1.3.2 any electricity produced by the Interconnection Customer's solar PV array may be used to reduce inbound retail electricity consumption at the Interconnection Customer's rate schedule for electric service.

5.1.3.3 Electricity generated in excess of that consumed by the Interconnection Customer may be exported to the Utility's system. Accumulated kilowatt-hours of exported electricity shall be measured by the advanced meter and each customer will be credited for exported electricity according the same Large Customer Solar Export rate, which reflects the value of the power and grid benefits. The rate for all Interconnection Customers will be the same according to the effective date provided in Seattle Municipal Code Section 21.49.083, regardless of the beginning date of the interconnection agreement between the Utility and the customer and may be updated over time, but will initially be set as the following:

|                             |                              |
|-----------------------------|------------------------------|
|                             | Effective<br>January 1, 2020 |
| Export Credit cents per kWh | 3.16                         |

5.1.3.4 The Interconnection Customer shall retain ownership of all environmental social and other non-power attributes of the electricity produced by their PV system, irrespective of whether it is consumed on-site or exported.

5.1.3.5 The Interconnection Customer totalizing multiple meters per Seattle Municipal Code Section 31.49.090 may integrate their PV array into their totalized service. Otherwise, meter aggregation across multiple Interconnection Customer premises shall not be permitted.

5.3.1.6 The Interconnection Customers that permit and complete buildings under the terms of the Living Building Pilot outlined in SMC 32.40.060, or receive Living Building Challenge certification for a building within Utility service areas outside the City of Seattle before December 31, 2025 will receive annual net metering as described in SMC 21.49.092. The maximum solar array allowed under this provision is 250 kW. Affordable housing performing under high efficiency standards can be considered for a higher net metered threshold on a case-by-case basis by the Utility.

5.1.3.7 The program will remain open for eligible Interconnection Customers until at least December 31, 2021. Until December 31, 2035, the Utility will honor the terms of the large solar program for interconnected participants and guarantee an annual export rate of at least 1.8 cents per kWh.

5.2 Interconnection Customer Deposit

At least twenty business days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Utility's Interconnection Facilities and Utility Upgrades, the

Interconnection Customer shall provide the Utility with a deposit equal to twenty (20) percent of the cost estimated for its Interconnection Facilities prior to its beginning design of such facilities.

### 5.3 Milestones

Both Parties shall agree on milestones for which each Party is responsible and list them in the exhibits of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and

- (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and
- (2) requesting appropriate amendments to the exhibit. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay,

- (1) attainment of the same milestone has previously been delayed, or
- (2) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

### 5.4 Financial Security Arrangements for Interconnection Sized 1 MW and Greater

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Utility's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Utility, at the Interconnection Customer's option, a guarantee, which is made by an entity that meets the creditworthiness requirements of the Utility, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer up to an agreed-to maximum amount, a surety bond, or a letter of credit from a bank with at least an "A" credit rating from two or more major credit rating agencies (e.g., Moody's and S & P), or other form of security that is reasonably acceptable to the Utility and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Utility's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Utility under this Agreement during its term. The Utility may draw on any such security to the extent that the Interconnection Customer fails to make any payments under this Agreement.

## Article 6. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

### 6.1 Assignment

This Agreement may be assigned by either Party as provided below upon fifteen business days' prior written notice to the other Party.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;

6.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Utility, for collateral security purposes to aid in providing financing for the Generating Facility;

6.1.3 For a Generating Facility offsetting part or all of the 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 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 this Interconnection Agreement.



6.1.4 All other assignments shall require the prior written consent of the non-assigning Party, and such consent shall not be unreasonably withheld.

6.1.5 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the Interconnection Customer.

## 6.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as specifically authorized by this Agreement.

## 6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred to third Parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

6.3.2 Each Party shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the indemnified Party's) action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

6.3.3 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, the indemnifying Party shall, after reasonable notice from the indemnified Party, assume the defence of such claim. If the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, the indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

6.3.4 If the indemnifying Party is obligated to indemnify and hold the indemnified Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery. 6.3.5 Promptly after receipt of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

## 6.4 Consequential Damages

Neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

## 6.5 Force Majeure

6.5.1 As used in this Article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.

6.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event ("Affected Party") shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated by the Affected Party. The Affected Party shall use reasonable efforts to resume its performance as soon as possible.

## 6.6 Default

6.6.1 Default exists where a Party has materially breached any provision of this Agreement, except that no default shall exist where a failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party.

6.6.2 Upon a default, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Article 6.6.3, the defaulting Party shall have 60 calendar days from receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within 60 calendar days, the defaulting Party shall commence efforts to cure within 20 calendar days after notice and continuously and diligently pursue such cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.

6.6.3 If a default is not cured as provided in this Article, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

## Article 7. Insurance

The Interconnection Customer is not required to provide insurance coverage for utility damages beyond the amounts listed in Section J of the Interconnection Requirements as part of this Agreement, nor is the Interconnection Customer required to carry general liability insurance as part of this Agreement or any other Utility requirement. It is, however, recommended that the Interconnection Customer protect itself with liability insurance.

## Article 8. Dispute Resolution

Any dispute arising from or under the terms of this Agreement shall be subject to the dispute resolution procedures contained in section K of the Interconnection Requirements, under Dispute Resolution.

## Article 9. Miscellaneous

**9.1 Governing Law, Regulatory Authority, and Rules** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Washington (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

#### **9.2 Amendment**

The Parties may only amend this Agreement by a written instrument duly executed by both Parties.

#### **9.3 No Third-Party Beneficiaries**

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest, and, where permitted, their assigns.

#### **9.4 Waiver**

9.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

9.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

#### **9.5 Entire Agreement**

This Agreement, including all exhibits, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

#### **9.6 Multiple Counterparts**

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which constitute one and the same Agreement.

#### **9.7 No Partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties nor to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

#### **9.8 Severability**

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore, insofar as practicable, the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

#### **9.9 Environmental Releases**

Each Party shall notify the other Party, first orally and then in writing, of the release any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain liable for the performance of such subcontractor.

9.10.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

9.10.2 The obligations under this Article will not be limited in any way by any limitation of subcontractor’s insurance.

Article 10. Notices

10.1 General Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail \_\_\_\_\_

Utility: Seattle City Light  
Asset Management Division  
Attention: Manager, System Planning Department  
700 Fifth Avenue, Suite 3200  
P.O. Box 34023 Seattle, WA 98124-4023  
Phone: (206) 684-3556 Fax: (206) 684-3040  
Email: [SCLInterconnection@seattle.gov](mailto:SCLInterconnection@seattle.gov)

10.2 Billing and Payment

Billings and payments to Interconnection Customer shall be sent to the address provided in Section 10.1 unless an alternative address is provided here:

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

10.3 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party’s facilities.

Interconnection Customer’s operating representative: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Utility’s Operating Representative:  
System Control Center, Seattle City Light  
Attention: Director, System Operations  
Address: 614 NW 46th Street Seattle, WA 98107  
Phone: (206) 706-0240 Fax: (206) 706-0144  
E-mail: [SCLSystemOperations@seattle.gov](mailto:SCLSystemOperations@seattle.gov)

Article 11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For Seattle City Light:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

For the Interconnection Customer:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_