
PUGET SOUND ENERGY

Attachment "A" Agreement

**SCHEDULE 151 RENEWABLE ENERGY PRODUCTION INCENTIVE AGREEMENT
FOR CUSTOMER-GENERATOR SYSTEMS**

THIS AGREEMENT (the "Agreement") for the Renewable Energy Production Incentive Payment Program (the "Program"), is made as of this ____ day of _____, _____, by and between Puget Sound Energy, Inc., (the "Company") and _____, ("Customer-Generator") for service under Schedule 151 at _____. The Company and the Customer-Generator are sometimes referred to herein individually as a "Party" and collectively as the "Parties." This is the "Agreement" required under schedule 151 of the Company's electric tariff.

RECITALS

- A. The Company is a public service company engaged in the sale and distribution of electric energy and, pursuant to its Electric Tariff G, offers service under Schedule 151.
- B. Customer-Generator receives electrical service from the Company at rates contained in the Company's electric Tariff G at the location described above and desires to obtain Incentive Payments from the Company under Schedule 151.
- C. If Customer-Generator's Generation System is interconnected with the Company's electric transmission or distribution system the Customer-Generator has previously entered into and is currently engaged in an interconnection agreement with the Company. Said agreement contains all terms and conditions necessary for the safe and reliable interconnection of the Customer-Generator's electrical Generation System and allows the parallel operation of said equipment with the Company's distribution network, herein after referred to as "the grid".
- D. All terms and conditions relating to the interconnection of the Customer-Generator's electrical Generation System will only be addressed in the aforementioned interconnection agreement. All rules relating to interconnection that may be a part of this Agreement shall be controlled by the aforementioned interconnection agreement.
- E. All payment structures, rates and calculations shall be based upon the table outlined in the Payments section of the Company's Tariff G, Schedule 151.
- F. All Applications, Washington State Certifications, exclusions, term of the Program and customer information terms and conditions shall be based upon the applicable sections of the Company's Tariff G, Schedule 151.

AGREEMENT

The Company and Customer-Generator agree as follows:

1. **Definitions** – All terms defined in Schedule 151 and in Schedule 80 of the Company's Electric Tariff G shall have the same meanings in this Agreement, unless otherwise clearly indicated.
2. **Application -**
 - 2.1 With the exception of the 2006 transitional rule noted in Schedule 151, Customer-Generator shall, if desiring to receive an Incentive Payment in a given Payment Period, submit to the Company an Application /renewal to participate in the Program no later than August 1st during a Payment Period for which the Customer-Generator is eligible for an Incentive Payment.
 - 2.2 The Customer-Generator, wishing to receive annual Incentive Payments under terms of Company's Program, grants to the Company the following:
 - a. The right to review all application and certification documents provided to the State of Washington and those documents provided by the State of Washington to the Customer-Generator relating to the Program.
 - b. All other information necessary to effectuate the processing of the Customer-Generator's Application for the Program.
 - 2.3 The Company shall, within 60 (sixty) days from the receipt of the Application receipt review and notify the Customer-Generator, in writing, of the Application's approval or denial. Denied applications will clearly state the reason for denial and any potential remedies.
 - 2.4 Customer-Generators must meet the availability requirements as set forth in Schedule 151, Availability.
3. **Production Meter Installation Fees** - Customer-Generator agrees to pay one-time, non-refundable Production Meter installation fee, included on the Customer-Generator's invoice following the installation of necessary Production Metering equipment required for participation in the Program. The amount of the Production Metering fee is based upon the type of Generation System employed. The installation fee structure is outlined in the Applications section of Schedule 151.
4. **Incentive Payments** - The Company agrees to make an annual Incentive Payment to the Customer-Generator, in accordance with the terms outlined in Schedule 151, based upon annual Application/renewal information provided by the Customer-Generator.

5. Required Equipment -

5.1 The Company shall install and maintain a Production Meter, or Production Meters necessary to measure electricity generated by the Customer-Generators Generation System. One-time Production Meter installation fees, noted above, shall be included on the Customer-Generator's invoice following the approval of installation of the Production Meters by the Customer-Generator. Production Meter installation shall be scheduled in an expedient manner upon confirmation that an approved meter base or meter bases are installed.

5.2 The Company shall provide to the Customer-Generator the necessary Company standards pertaining to the type and location of the meter base(s) for the Production Meter(s) and the Customer-Generator shall install the meter base(s) for the Production Meter(s) in accordance with those standards. Customer-Generator shall bear the total costs associated with acquisition and installation of the meter base(s) for the Production Meter(s).

5.3 Generation Systems with any form of a battery backup may require one or more advanced Production Meter, capable of measuring electricity flowing to the Generation System's batteries and electricity flowing from the Generation System's batteries. The Company's metering standards outline a variety of configurations and the required number of Production Meters necessary to accurately measure generated electricity. The Customer-Generator may contact the Company to evaluate unique Generation System configurations.

5.4 The Customer-Generator agrees to allow the Company reasonable access to the Company-owned Production Meter.

6. Record Retention - Customer-Generator grants to the Company, upon five business days' written notice, the right to inspect and review the Customer-Generator's records substantiating their right to receive the Incentive Payments and the correct amount of Incentive Payments. The Customer-Generator shall maintain these records for a period of four years. All such information, together with any and all other documents and information furnished to the Company under this Agreement, shall be provided to the Company on a non-confidential basis. The Company will exercise due diligence in safeguarding personal information.

- 7. Customer Information** – Customer-Generator grants the Company permission to receive Customer-Generator's personal information related to the Program from the Washington State Department of Revenue and disclose personal information related to the Program to the Washington State Department of Revenue.
- 8. Term and Termination -**
- 8.1 Upon execution by the Parties, this Agreement is effective on the day and year first written above. This Agreement shall be in effect until July 1 of 2014. While this Agreement does not require annual renewal, the Customer-Generator shall submit to the Company an annual Application in order to maintain eligibility for Incentive Payments.
- 8.2 Customer-Generator may terminate this Agreement at any time upon thirty (30) days' written notice to the Company. Incentive Payments shall be calculated upon the kilowatt hours generated and noted on the Company's Production Meter at the time of termination. Payment for the pro-rated portion due the Customer-Generator at the time of termination will be made on the regularly scheduled annual date following the end of the current Payment Period, regardless of the date of termination.
- 9. 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, or (iv) by facsimile transmission, using facsimile equipment providing written confirmation of successful completed transmission to the receiving facsimile number. All notices to either Party shall be made to the address 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.

Addresses for Notification. If to Company:

Puget Sound Energy, Inc.
P.O. Box 90868 (EST-09E)
Bellevue, WA 98009-0868
Attn: Energy Efficiency Services/REPIP
Tel. (425) 456-2633
FAX (425) 462-3149

Customer-Generator:

Name: _____
Address: _____
State: _____
Zip Code: _____
Attn: _____
Tel. () _____
FAX () _____

10. Miscellaneous -

- 10.1 This Agreement is subject to the General Rules and Provisions as set forth in the Company's Electrical Tariff G, Schedule 151 and other Schedules that may apply. Such schedules may be revised from time to time upon approval of the Washington Utilities and Transportation Commission. Any conflict between this Agreement and any provisions of the Company's approved tariffs and rate schedules shall be resolved in favor of such tariff and schedule provisions.
- 10.2 This Agreement and all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties; provided, that Customer-Generator shall not assign all or any part of this Agreement (or assign any of its rights under this Agreement or delegate performance of any of its obligations under this Agreement) without the prior written consent of the Company.
- 10.3 Customer-Generator shall be and act as an independent contractor (and not as an employee, partner, agent, or representative of the Company) in the performance of this Agreement.
- 10.4 This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without regard to any conflict of law rules).
- 10.5 This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either of the Parties.
- 10.6 Except as otherwise provided herein, this Agreement, including all exhibits hereto, and the Company's tariff sets forth the entire agreement between the Parties. This Agreement may not be modified or amended except by written amendment, signed by both Parties hereto.

Puget Sound Energy, Inc.

[Customer-Generator]

By _____
Its _____
Date _____

By _____
Its _____
Date _____