

25<sup>th</sup> Revision of Sheet No. 91  
Canceling 24<sup>th</sup> Revision  
of Sheet No. 91

WN U-60

**PUGET SOUND ENERGY**  
**Electric Tariff G****SCHEDULE NO. 91**  
**COGENERATION AND SMALL POWER PRODUCTION**

(T)

(Single Phase or Three Phase)

**AVAILABILITY:**

1. This schedule applies to any person or entity, hereinafter referred to as the Customer-Generator, who owns Qualifying Facilities that are located within the Company's electric service area, the output of which is offered to the Company pursuant to WAC 480-107-095(2) and is of five (5) MW or less.
2. Customer-Generators are required to enter into a written Power Purchase Agreement for the sale of energy produced and for interconnection to the Company's electric distribution system prior to interconnection in the form set forth in Attachment A to this Schedule (the "Power Purchase Agreement").
3. Customer-Generators are Customers and must comply with all of the Terms and Conditions contained in this Schedule.

**MONTHLY RATE:** A basic charge equal to the basic charge or minimum Demand charge of an electric service schedule as listed below will be paid by the Customer-Generator to the Company. This will be in addition to the basic charge for electric service at the Customer-Generator's facility as specified in the Company's applicable tariff. The Voltage of Connection is the same as the voltage at the Point of Delivery.

## Nameplate

<u>Size of Generator</u>	<u>Voltage of Connection</u>	<u>Basic Charge equal to</u>
50 kW or less	less than 600 V	Schedule 24 basic charge
51 kW to 350 kW	less than 600 V	Schedule 25 basic charge
More than 350 kW	less than 600 V	Schedule 26 basic charge
0 kW or more	600 V to 49,999 V	Schedule 31 basic charge
0 kW or more	50,000 V or more	Schedule 49 minimum Demand charge

**RATES FOR PURCHASE OF ENERGY:** For the term of the Power Purchase Agreement, the monthly rate per kWh which the Company will pay for energy supplied to the Company by the Customer-Generator, at Customer-Generator's one-time choice, will be (1) a) the Production Proxy Price or, b) the Market Price, whichever is lower, less 5.0% for balancing costs or (2) the Fixed Price per MWh as specified below which reflects a 5.0% reduction for balancing costs.

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The Production Proxy Price is the Heat rate of a combustion turbine times the Forward Gas Price divided by 1000, where the Heat Rate is equal to 10.2, and the Forward Gas Price is equal to the "first of the month" index price for Northwest Pipeline – Sumas as reported in Inside FERC Gas Market Report.

The Market Price is the hour-weighted average of the "Non-Firm On-Peak", "Non-Firm Off-Peak" and "Sunday and NERC Holidays" of the IntercontinentalExchange ("ICE") Mid-Columbia Index for each day of the relevant billing Month divided by 1000.

**Issued:** November 23, 2016  
**Advice No.:** 2016-31

**Effective:** January 27, 2017

By:


**Issued By Puget Sound Energy**

Ken Johnson

**Title:** Director, State Regulatory Affairs

12<sup>th</sup> Revision of Sheet No. 91-A  
Canceling 11<sup>th</sup> Revision  
of Sheet No. 91-A

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**PUGET SOUND ENERGY**  
**Electric Tariff G****SCHEDULE NO. 91**  
**COGENERATION AND SMALL POWER PRODUCTION (Continued)**  
(Single Phase or Three Phase)

The Fixed Price is the Energy Rate in dollars per MWh as described below. The Fixed Prices below shall apply during each respective year for the term of the Power Purchase Agreement regardless of any revision in this tariff sheet. The Energy Rates in effect on the date the Power Purchase Agreement is fully executed shall be attached as an exhibit to the Power Purchase Agreement to reflect the rates to be paid during each year of the term of the Power Purchase Agreement.

Energy Rate – dollars per MWh generated – to be paid monthly:

Energy rates for agreements entered into between January 1, 2017 – December 31, 2017						(C)
2017	2018	2019	2020	2021		(C)
\$40.54	\$41.55	\$42.59	\$43.66	\$44.75		(R)
2022	2023	2024	2025	2026		(C)
\$45.87	\$47.01	\$48.19	\$49.39	\$50.63		(R)
2027	2028	2029	2030	2031	2032	(C) (N)
\$51.89	\$53.19	\$54.52	\$55.88	\$57.28	\$58.71	(R)

**DEFINITIONS:** The term "Qualifying Facilities" as used in this schedule shall have the same meaning as in Chapter 480-107-007 of the Washington Administrative Code.

**TERMS AND CONDITIONS:**

1. The Customer-Generator will be required to enter into a written Power Purchase Agreement prior to interconnection of Company and Customer-Generator's facilities. The minimum term of the Power Purchase Agreement shall be five (5) years.
2. All costs of interconnection of the Customer-Generator's facilities with the Company's system will be borne by the Customer-Generator. Such costs will include the initial cost of interconnection and those costs incurred by the Company from time to time with respect to the Customer-Generator's facilities and the interconnection with the Company's system. Interconnection shall comply with PSE's standards of interconnection. To the extent that interconnection of the Project is provided for in Schedule 80 of this tariff, the terms and provisions of such Schedule shall govern and control.
3. The Customer-Generator shall indemnify and hold harmless the Company from any and all liability arising from the operation and interconnection of the Customer-Generator's facilities. The Company will require evidence of insurance to this effect.

**Issued:** November 23, 2016  
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Ken Johnson

**Title:** Director, State Regulatory Affairs

Issued: November 23, 2016  
Effective: January 27, 2017  
Attachment "A" to Schedule 91, Page 1

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**PUGET SOUND ENERGY**

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**Attachment "A" Agreement**

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Schedule 91  
Power Purchase Agreement

Between

Puget Sound Energy

and

[Name of Producer]

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**PUGET SOUND ENERGY**

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**POWER PURCHASE AGREEMENT**

This Power Purchase Agreement (this "Agreement"), dated as of [REDACTED], is made by and between Puget Sound Energy, a Washington corporation ("PSE"), [Name of Producer] ("Customer-Generator"). Each of PSE and Customer-Generator is sometimes referred to herein in the singular as a "Party" and in the plural as the "Parties."

**RECITALS**

A. PSE is an investor-owned electric utility company and is interested in purchasing a supply of electric power at a reasonable cost.

B. Customer-Generator intends to interconnect, operate and maintain a Qualifying Facility for the generation of electric power from a resource with the following specifications:

- Resource: [description of the resource technology];
- Location: [insert County name] County, [insert state name];
- Nameplate capacity rating: [REDACTED] kilowatts ("kW");
- Maximum output: [REDACTED] kilowatts alternating current;
- Expected Commercial Operation Date ("COD") of [REDACTED] (the "Facility").

C. Customer-Generator desires to sell and PSE desire to purchase the Net Output generated from the Facility pursuant to the terms and conditions of this Agreement. Customer-Generator has elected not to participate in PSE's competitive bidding solicitation but rather rely on the mandatory purchase obligation in the Public Utilities Regulatory Policy Act of 1978 ("PURPA").

**AGREEMENT**

The Parties therefore agree as follows:

**Section 1. Definitions**

Whenever used in this Agreement, the following capitalized terms shall have the following respective meanings, unless the particular context clearly requires a different meaning:

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**PUGET SOUND ENERGY**

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**1.1** “Agreement,” “PSE,” “Customer-Generator,” “Party,” “Parties,” “kW,” “Facility” and “PURPA,” have the respective meanings set forth in the preamble and recitals above.

**1.2** “Applicable Program” means any state, federal, international or foreign renewable portfolio standard, renewable energy certification program or organization, emissions reduction program or organization, or other similar program or organization with respect to which exists a market, registry or reporting for particular Environmental Attributes. Applicable Program does not include legislation providing for production or investment tax credits or other direct third party subsidies for generation by the applicable generating facility.

**1.3** “Construction Activities” means all design, engineering, procurement, construction and other activities related to the inspection, testing, repair, replacement, improvement, alteration, modification, licensing or permitting of, or addition to, the Facility and to the acquisition or preservation of rights in the Facility property, together with all activities to be performed by Customer-Generator for the continuation of interconnection of the Facility with PSE’s electric distribution system.

**1.4** “Commercial Operation Date” means the date acknowledged by the Parties in writing as the date, after performance testing of the generator[s] has been completed, upon which the Facility generator[s] is capable of delivering energy on a reliable basis in accordance with Section 4.2, which acknowledgement shall not be unreasonably withheld or delayed by either Party.

**1.5** “Effective Date” means the day this Agreement has been signed by both parties.

**1.6** “Environmental Attributes” means any and all fuel-related, emissions-related, air quality-related or other environmental-related aspects, claims, characteristics, certificates, credits, benefits, reductions, offsets, savings, allowances, efficiencies, tags, attributes, or similar products or rights, howsoever entitled and whether known or unknown, whether existing now or in the future, that arise from the generation of electricity. Environmental Attributes include without limitation green tags, green certificates, renewable energy certificate and renewable energy credits (RECs), CO2 credits, emissions rate credits and nonpower attributes, as that term is defined in RCW 19.285.030, but specifically exclude any federal and state production and investment tax credits.

**1.7** “Excusable Delay” has the meaning set forth in Section 8.1.

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**1.8 “Facility”** has the meaning set forth in the Recitals, together with all the equipment, facilities, structures, improvements, alterations, modifications, additions, betterments, property and property rights (e.g., for access to the Facility) thereof or related thereto as further described in Exhibit B.

**1.9 “Fixed Price”** has the meaning set forth in Schedule 91 of PSE’s Electric Tariff G, as specified in Exhibit C attached hereto.

**1.10 “Indemnitee(s)”** means PSE, its successors and assigns, and the respective directors, officers, shareholders, employees, agents and representatives of PSE and its successors and assigns.

**1.11 “Market Price”** has the meaning set forth in Schedule 91 of PSE’s Electric Tariff G, as specified in Exhibit C attached hereto.

**1.12 “Member”** means any party to the WECC Agreement.

**1.13 “Monthly Energy”** means Net Output actually delivered from the Facility to the Point of Delivery, adjusted for losses pursuant to Section 3.2, during any month during the Operating Period.

**1.14 “Net Output”** means all of the net energy expressed in kWhs produced by the Facility, reduced by (i) any amounts of electric power and energy used in connection with the operation of the Facility (e.g. station and other onsite use), and (ii) any transformation and transmission losses incurred between the Facility and the Point of Delivery.

**1.15 “Operating Period”** means the period commencing on the Commercial Operation Date, and, unless sooner terminated pursuant to Section 11.1, ending at [specify end date certain].

**1.16 “Point of Delivery”** means the point on PSE’s electric distribution system where energy from the Facility is to be delivered to PSE, as shown on the diagram attached hereto as Exhibit A.

**1.17 “Production Proxy Price”** has the meaning set forth in Schedule 91 of PSE’s Electric Tariff G, as specified in Exhibit C attached hereto.

**1.18 “Prudent Electrical Practice”** means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electricity Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or

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should reasonably have been known at the time a decision was made, would be expected to achieve the desired result consistent with good business practices, applicable law, safety, reliability, efficiency and expedition, and which practices, methods, standards and acts reflect due regard for the operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable laws and regulations. Prudent Electrical Practice is not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to the spectrum of possible practices, methods, standards or acts generally acceptable to or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

**1.19** “**QF**” means “Qualifying Facility” as that term is defined in FERC regulations (codified at 18 CFR Part 292).

**1.20** “**Reliability Management System**” or “**RMS**” means the contractual reliability management program implemented through the WECC Reliability Criteria Agreement, Section 2 of the Reliability Management System Agreement and any similar contractual arrangement to which the Western Electricity Coordinating Council is a party.

**1.21** “**Reliability Management System Agreement**” means the Reliability Management System Agreement dated April 26, 2004, between the WECC and PSE.

**1.22** “**Renewable Energy Credit**” or “**REC**” means a tradable certificate of proof of one megawatt-hour of an eligible renewable resource as defined in RCW 19.285.030, which certificate (a) includes all of the nonpower attributes associated with such megawatt-hour of electricity and (b) is verified by the Applicable Program.

**1.23** “**WECC**” means the Western Electricity Coordinating Council or any successor entity.

**1.24** “**Western Interconnection**” means the area comprising those states and provinces, or portions thereof, in western Canada, northern Mexico and the western United States in which members of the WECC operate synchronously connected transmission systems.

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**1.25 “WECC Agreement”** means the Western Systems Coordinating Council Agreement dated March 20, 1967, as such may be amended from time to time.

**1.26 “WECC Reliability Criteria Agreement”** means the Western Systems Coordinating Council Reliability Criteria Agreement dated November 1, 2000, among the WECC and certain of its member transmission operators, as such may be amended from time to time.

**1.27 “WECC Staff”** means those employees of the WECC, including personnel hired by the WECC on a contract basis, designated as responsible for the administration of the RMS.

**1.28 “WUTC”** means the Washington Utilities and Transportation Commission or any successor regulatory agency.

**Section 2. Term**

This Agreement will become effective upon the execution by both Parties (the “Effective Date”) and will terminate on [insert end date certain from Section 1.15], unless earlier terminated pursuant to Section 11 (the “Term”).

**Section 3. Purchase and Sale of Energy, Environmental Attributes**

**3.1 General.**

Subject to the provisions of this Agreement and PSE’s Electric Tariff G, PSE shall purchase from Customer-Generator, and Customer-Generator shall sell to PSE, the entire Net Output of the Facility delivered to the Point of Delivery during the Operating Period.

**3.2 Purchase Price for Energy.**

(a) For Monthly Energy, PSE shall pay to Customer-Generator an amount equal to the rate for energy set forth in Schedule 91 of PSE’s Electric Tariff G (“Schedule 91”), as specified in Exhibit C attached hereto. Customer-Generator hereby elects the following payment option under Schedule 91:

- \_\_\_\_\_ (i) the lower of (1) the Production Proxy Price, or (2) the Market Price, less 5.0% for balancing costs; or
  - \_\_\_\_\_ (ii) the Fixed Price per MWh.
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A sample calculation of the amount payable for Monthly Energy is attached as Exhibit C to this Agreement.

**3.3 Payment for Energy.**

PSE shall pay Customer-Generator any amount payable in accordance with Section 3.2 for Monthly Energy on or before the last day of the next following calendar month.

**3.4 Purchase of Environmental Attributes.**

Customer-Generator shall offer to PSE the right to purchase all Environmental Attributes (including, but not limited to, RECs) associated with the energy generated by the Facility. PSE shall have an option (the "Environmental Attribute Option") during the Operating Period and for a period of one (1) year after the end of the Operating Period to purchase, at the vintage year prices offered by Customer-Generator and pursuant to terms and conditions set forth in the attached Exhibit D, all of the Environmental Attributes associated with the energy generated by the Facility during the Operating Period; provided, that Customer-Generator shall not offer to PSE any price for Environmental Attributes that exceeds the then-current market price for such Environmental Attributes. The Environmental Attribute Option shall be exercisable at any time by PSE. PSE shall have the right to exercise the Environmental Attribute option by giving Customer-Generator written notice of such exercise. Customer-Generator may appoint PSE as its REC reporting entity upon execution of the Optional Qualified Reporting Entity Service Agreement as set forth in the attached Exhibit E.

**Section 4. Construction and Operation of the Facility****4.1 Permits and Other Rights.**

Customer-Generator shall obtain, maintain and comply with all permits, licenses, authorizations, regulatory approvals and other rights required to perform the Construction Activities, to own, operate, use and maintain the Facility and to sell and deliver the Net Output of the Facility. Customer-Generator shall furnish to PSE on request copies of all documents granting, evidencing or otherwise related to such permits, licenses, authorizations and rights. Customer-Generator hereby represents that the Facility is exempt from the licensing requirements under the Federal Power Act.

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**4.2 Commercial Operation Date.**

Customer-Generator shall notify PSE in writing of Commercial Operation Date, which in the judgment of Customer-Generator, is the date upon which the Facility is capable of delivering energy on a reliable basis in accordance with Section 6. Unless the Parties agree in writing that a later Commercial Operation Date is reasonable and necessary, the Commercial Operation Date will be no more than three (3) years from the Effective Date.

**4.3 Performance.**

Customer-Generator shall perform the Construction Activities and shall own, operate, use and maintain the Facility:

- (a) at its own risk and expense;
- (b) in a safe, prudent, dependable, efficient, orderly, skillful and workmanlike manner;
- (c) in compliance with the permits, licenses, authorizations and rights described in Section 4.1;
- (d) in compliance with all applicable laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of any governmental authority; and
- (e) in accordance with Prudent Electrical Practice.

**4.4 Responsibility.**

Customer-Generator shall have full responsibility for the Construction Activities and for the ownership, operation, use and maintenance of the Facility and for delivery of energy from the Facility to PSE's electric distribution system (whether by Customer-Generator, any of Customer-Generator's assignees, contractors or suppliers of any tier, or any other person or entity), notwithstanding any:

- (a) review, approval, consent, advice, recommendation, authorization, notice, inspection, test or other act by PSE;
  - (b) failure or delay by PSE to review, approve, consent, advise, recommend, authorize, notify, inspect, test, disconnect (as contemplated under Section 7) or perform any act; or
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- (c) knowledge or information of PSE.

No review, approval, consent, advice, recommendation, authorization, notice, inspection, test or other act by PSE regarding the Construction Activities or the ownership, operation, use or maintenance of the Facility or the delivery of energy from the Facility to PSE's electric distribution system shall constitute or be interpreted or construed as, or be relied upon or held out by Customer-Generator or any other person or entity as, any warranty, representation or endorsement by PSE. PSE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility to PSE's electric distribution system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Schedule 152 Interconnection Agreement, or to the extent generation curtailment is required as a result of Customer-Generator's non-compliance with the Schedule 152 Interconnection Agreement.

#### **4.5 Coordination of Facility Operation.**

Customer-Generator shall operate the Facility on a reliable basis until the end of the Operating Period, subject to forced outages and outages for scheduled maintenance, repairs, replacements, improvements, alterations and modifications of, and additions to, the Facility. On or before [date] of each calendar year, Customer-Generator shall give PSE written notice of all outages scheduled for the remainder of the year. Customer-Generator shall give PSE at least sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time. If the Facility ceases operation for unscheduled maintenance, Customer-Generator shall immediately notify PSE of the necessity of such unscheduled maintenance, the time which such maintenance occurred or will occur, and the anticipated duration of such maintenance. Customer-Generator shall take all reasonable measures and exercise its best efforts to avoid unscheduled maintenance, to limit the duration of such unscheduled maintenance, and to perform unscheduled maintenance during off-peak hours.

#### **4.6 Protection of Persons and Property.**

Customer-Generator shall use reasonable efforts to take all precautions that are necessary to prevent bodily harm to persons and damage to any property (including, but not limited to, the Facility, PSE's electric distribution system and any electric system with which PSE's electric distribution system is interconnected) in connection with the Construction Activities or the interconnection of the Facility with PSE's electric distribution system. Customer-Generator shall use reasonable efforts to inspect all materials, tools, supplies, equipment, goods and other items used,

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consumed or incorporated in or during the Construction Activities or the interconnection of the Facility to discover any conditions that involve a risk of bodily harm to persons or a risk of damage to any property and shall be fully responsible for the discovery and correction of, and protection against, such conditions.

**4.7 Indemnification and Liability.**

(a) Customer-Generator shall defend, indemnify and hold harmless PSE, its directors, officers, agents, and representatives against and from any and all loss, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with Customer-Generator's delivery of electric power to PSE or with the facilities at or prior to the Point of Delivery, or otherwise arising out of this Agreement, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property belonging to PSE, Customer-Generator or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of PSE, its directors, officers, employees, agents or representatives.

(b) PSE shall defend, indemnify and hold harmless Customer-Generator, its directors, officers, agents, and representatives against and from any and all loss, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with PSE's receipt of electric power from Customer-Generator or with the facilities at or after the Point of Delivery, or otherwise arising out of this Agreement, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property belonging to PSE, Customer-Generator or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of Customer-Generator, its directors, officers, employees, agents or representatives.

(c) Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute a dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the status of PSE as an independent public utility corporation or Customer-Generator as an independent individual or entity.

(d) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL

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DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE.

**4.8 Insurance.**

(a) Without limiting any liabilities or any other obligations of Customer-Generator under this Agreement, Customer-Generator shall secure and continuously carry throughout the Operating Period with an insurance company or companies rated not lower than "A-" by the A.M. Best Company the following insurance coverages:

(i) Commercial General Liability insurance written on an occurrence basis with a minimum limit of \$1,000,000 per occurrence, providing coverage for bodily injury (including death), personal and advertising injury, and property damage arising out of or in connection with the Construction Activities, interconnection with PSE's electric system, or the ownership, operation, use or maintenance of the Project under this Agreement. Such limit may be required to be increased or decreased by PSE as PSE determines in its reasonable judgment economic conditions or claims experience may warrant.

(ii) Workers' Compensation and Employer's Liability coverage if any time the Customer-Generator has one or more employees, in accordance with the applicable laws of the State of Washington.

(b) Prior to the connection of the Facility to PSE's electric system and at all other times such insurance policies are renewed or changed, QF Customer-Generator shall furnish PSE with certificates of insurance or such other evidence of the insurance required by this Section 4.8, in form and substance reasonably satisfactory to PSE. If QF Customer-Generator fails to provide PSE with certificates of insurance, PSE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to QF Customer-Generator withhold payments due QF Customer-Generator until PSE has received such documents.

(c) Without limiting any of the foregoing, any policy of insurance carried in accordance with this Section 4.8 and any insurance policy procured or maintained in substitution or replacement therefore shall include each of the following provisions:

(i) a provision naming the Indemnitees as additional insureds;

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- (ii) a provision that such policy be primary to and without any right of contribution from any other insurance or self-insurance which may be available to, or maintained by, any Indemnitees;
- (iii) a cross liability or severability of insurance interest clause; and
- (iv) a provision that such policy shall not be lapsed or cancelled or their liability limit reduced below the limits required herein without thirty (30) days prior written notice to PSE.

Any policy of insurance carried by QF Customer-Generator in addition to the policies of insurance required under this Section 4.8 shall provide that the insurer of such policy shall waive any right of subrogation against any Indemnitees.

**Section 5. Interconnection and Metering****5.1 Interconnection.**

(a) Interconnection shall comply with PSE's standards for interconnection. To the extent that interconnection of the Facility is provided for in Schedule 80 and Schedule 152 of PSE's Electric Tariff G, the terms and provisions of such Schedule 80 and Schedule 152 shall govern and control. The Customer-Generator shall enter into an interconnection agreement with PSE, such agreement to be in the forms of interconnection agreements in PSE's Schedule 152 or in such other form as may be agreed to by the Parties.

(b) Customer-Generator shall not alter or modify the Customer-Generator interconnection of the Facility with PSE's electric distribution system without prior written authorization from PSE, which authorization shall not be unreasonably withheld or delayed. Customer-Generator shall make any such interconnection, alteration or modification only in accordance with detailed plans, drawings and specifications consented to by PSE. Such plans, drawings and specifications shall be in conformance with Prudent Electrical Practice and with PSE's then-current standards and practices relating to the design and construction of electrical facilities.

(c) Customer-Generator shall pay to PSE the amount of all costs and expenses reasonably incurred or to be incurred by PSE to furnish any equipment and perform any work or otherwise in connection with the interconnection of the Facility with PSE's electric distribution system. Customer-Generator shall advance to PSE all funds required for PSE to pay such costs as they are incurred. Such advance shall be made within thirty (30) days after Customer-Generator's receipt of PSE's request

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therefore. PSE shall retain ownership of all equipment and other items furnished by PSE and such equipment and items shall constitute part of PSE's electric distribution system for purposes of this Agreement. Customer-Generator shall (a) furnish PSE, or reimburse to PSE its costs to acquire, such additional rights (e.g., fee title or perpetual easements to the land on which such equipment and items are located or access to such items is provided) as PSE may reasonably require to own, operate, maintain, repair, replace, modify, improve and otherwise deal with such equipment and items as part of PSE's electric distribution system during the Operating Period, and (b) provide PSE with such indemnifications, and make such representations and warranties for the benefit of PSE, with respect to such additional rights and the environmental condition of such land, and land surrounding such land, as PSE shall request.

(d) If PSE makes any alteration, modification or other change to its electric distribution system that requires any alteration, modification or other change to the Facility or interconnection (including, but not limited to, an upgrading of, or any voltage change with respect to, any of PSE's facilities), then the costs of such changes to the Facility or interconnection shall be borne by Customer-Generator. PSE shall use its reasonable best efforts to provide Customer-Generator reasonable advance notice of any such required changes to the Facility or interconnection. Upon expiration or termination of the Operating Period, PSE shall have the right to disconnect the Facility and remove all equipment and other items, ownership of which is retained by PSE pursuant to Subsection 5.1(c).

**5.2 Metering.**

(a) All energy delivered under this Agreement shall be measured by meters to be owned, installed, operated and maintained by PSE. Such meters shall be set to compensate for any real energy losses and reactive energy losses incurred between the meters and the point where the average circuit load is half the generator peak output. Customer-Generator shall reimburse PSE for all costs reasonably incurred by PSE in connection with such metering (including, but not limited to, all costs of metering, telemetering, communication lines for remote billing data retrieval and other equipment to be installed by PSE for the Facility). Such reimbursement shall be made by Customer-Generator within thirty (30) days after Customer-Generator's receipt of PSE's invoice therefore. All metering, telemetering and other equipment installed by PSE shall be and remain PSE's property, notwithstanding such reimbursement.

(b) If, upon test, such meters are found to be inaccurate by more than two percent (2%) or if such meters are for any reason out of service or fail to register, then the Parties shall use their best efforts to estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to

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register by the best available means. In the event that, as a result of such estimate: (1) the amount of electrical energy credited to PSE is decreased, Customer-Generator shall reimburse PSE for any overpayment made by PSE, such reimbursement to be in the form of (i) a deduction from the next succeeding payment or payments by PSE for Monthly Energy due Customer-Generator pursuant to Section 3.2 or (ii) cash, if no such succeeding payments in an amount exceeding the amount of such overpayment are or shall be due; or (2) the amount of electrical energy credited to PSE is increased, PSE shall pay Customer-Generator for such increased credit for electrical energy, if any, at the purchase price set forth in Section 3.2. Notwithstanding the foregoing, if, upon test, PSE's meters for determining amounts of energy delivered under this Agreement are found to be inaccurate by not more than two percent (2%), then any previous recordings of such meters shall be deemed accurate. PSE shall promptly cause meters found to be inaccurate to be adjusted to correct such inaccuracy to the extent practicable. Metering shall be at [secondary][primary] voltage located at [the Point of Delivery][Facility], and shall be adjusted for any applicable line and transformation losses.

**Section 6. Delivery of Energy; Curtailment****6.1 Delivery of Energy.**

Customer-Generator shall deliver the output of the Facility to PSE on a reliable basis at the Point of Delivery and in the form specified in the Schedule 152 Interconnection Agreement. These requirements shall be met at the Point of Delivery, during all hours of operation and in all operating conditions. Customer-Generator shall have full responsibility for such delivery of energy from the Facility directly to PSE's electric distribution system.

**6.2 Curtailment.**

PSE shall have the right at any time during the Operating Period, without incurring any liability therefore to Customer-Generator, to interrupt, suspend or curtail delivery, receipt or acceptance of delivery of energy from the Facility (and, in the case of such interruption or suspension, delivery of energy to the Facility under PSE's Electric Tariff G), if PSE determines (through manual operation, automatic operation or otherwise) in the exercise of its sole discretion that the failure to do so:

(a) may endanger any person or property, or PSE's electric distribution system, or any electric system with which PSE's system is interconnected;

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(b) may cause or contribute to an imminent significant disruption of electric service to PSE's customers;

(c) may interfere with the performance, integrity, reliability or stability of PSE's electric distribution system or any system with which PSE's electric distribution system is interconnected.

PSE shall promptly notify Customer-Generator of the reasons for any such interruption, suspension or curtailment. PSE shall use reasonable efforts to mitigate and limit the duration of any such interruption, suspension or curtailment.

**Section 7. Access and Information****7.1 Access.**

Customer-Generator shall provide PSE, and PSE shall have the right of, such access as PSE may reasonably require, by personnel and for equipment, to and from the Facility for the following purposes:

(a) installation, inspection, testing, repair, replacement, improvement, alteration, modification, operation, use, maintenance, reading and removal of the meters, equipment and other property described in Section 5.2(b) or otherwise owned by PSE;

(b) any disconnection, interruption, suspension or curtailment described in Section 6.2; and

(c) inspection and testing described in Section 7.2.

Customer-Generator may make such access subject to limitations required by Prudent Electrical Practice. Customer-Generator shall and hereby does grant to PSE all necessary licenses, permits, easements and rights-of-way for the access and purposes described in this Section 7.1 and shall execute, acknowledge and deliver to PSE such additional documents as PSE may reasonably request to effectuate, evidence, vest, record or give notice of such licenses, rights-of-way and easements. In the event that Customer-Generator is not owner of the property on which Facility is located or of property necessary for access to and from the Facility, Customer-Generator shall cause all such licenses, permits, easements and rights-of-way to be granted to PSE by the owner thereof.

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**7.2 Inspections.**

Customer-Generator shall permit PSE to inspect (and to be present at all tests of) the Facility, the Construction Activities and the operation, use or maintenance of the Facility. Customer-Generator shall provide PSE with reasonable advance notice of any such test or inspection by or at the direction of Customer-Generator.

**7.3 Information.**

Customer-Generator shall promptly furnish PSE with copies of such plans, specifications, records and other information relating to the Facility, the Construction Activities, the arrangements between Customer-Generator and any other person or entity for transmission or delivery of energy from the Facility to PSE's electric distribution system, or the ownership, operation, use or maintenance of the Facility, as may be reasonably requested by PSE from time to time. All such information, together with all other documents and information furnished to PSE under this Agreement, shall be given to PSE on a non-confidential basis. Without limiting the generality of the foregoing, Customer-Generator shall provide to PSE such financial and other information that may reasonably request for PSE to satisfy any obligations PSE may have under FIN 46 with respect to its purchase of power under this Agreement and Environmental Attributes pursuant to the Environmental Attribute Option.

**Section 8. Excusable Delay; Limitations of Liability****8.1 Excusable Delay.**

(a) Subject to the exclusions in Section 8.1(b), neither Party shall be liable under this Agreement for, or be considered to be in breach of or default under this Agreement on account of, any delay in or failure of performance, or any delay or failure to deliver, receive or accept delivery of energy, due to any of the following events:

(i) any cause or condition beyond such Party's reasonable control which such Party is unable to overcome, or to have avoided or overcome, by the exercise of reasonable diligence. Such causes or conditions may include but are not limited to: fire, flood, earthquake, volcanic activity, wind, drought and other acts of the elements; court order and act of civil, military or governmental authority; strike, lockout and other labor dispute; riot, insurrection, sabotage and war; breakdown of or damage to facilities or equipment; electrical disturbance originating in or transmitted through such

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**PUGET SOUND ENERGY**

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Party's electric distribution system or any electric system with which such Party's system is interconnected; and, act or omission of any person or entity other than such Party and such Party's contractors or suppliers of any tier or anyone acting on behalf of such Party.); or

(ii) any action taken by such Party which is, in the sole judgment of such Party, necessary or prudent to protect the operation, performance, integrity, reliability or stability of such Party's electric system or any electric system with which such Party's electric system is interconnected, whether such action occurs automatically or manually.

(b) Any such delay or failure described in Section 8.1(a) is referred to in this Agreement as an "Excusable Delay"; provided, however, that "Excusable Delay" shall specifically exclude any such delay or failure resulting from any of the following conditions, causes or events:

(i) any change in the ownership, occupancy or operation of the Facility for any reason, including, without limitation, any downturn in the economy, recession, bankruptcy, foreclosure, change in tax law, change in production levels, and intercorporate transfer or consolidation;

(ii) any full or partial curtailment of the electrical output of the Facility arising from any mechanical or equipment breakdown, except to the extent that such breakdown is directly caused by an Excusable Delay; and

(iii) any change in market conditions or any governmental action that affects the cost or availability of Customer-Generator's supply of fuel or stock (whether primary or alternative) required for the operation of the Facility;

(iv) any denial of or delay in granting (i) any license, permit, authorization or other right required to perform the Construction Activities and to own, operate, use and maintain the Facility or (ii) any licenses, permits, easements and rights-of-way to be granted pursuant to Section 7.1.

(c) In the event of any Excusable Delay, the time for performance of the activity or obligation affected by the Excusable delay shall, subject to the terms of Subsection 11.1(b), be extended by a period of time reasonably necessary to compensate for such delay. Nothing contained in this Section 8.1 shall require any Party to settle any strike, lockout or other labor dispute. Each Party shall give the other Party prompt written notice of any delay which the Party giving notice considers to be an Excusable Delay of its performance. Such notice shall include a particular

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description of the event, cause or condition giving rise to the purported Excusable Delay, the projected duration of the Excusable Delay and a the mitigation plan to remedy or overcome such event, cause or condition. The suspension of performance shall be of no greater scope and of no longer duration than is required by such event, cause or condition. The non-performing Party shall use best efforts to remedy or overcome such event, cause or condition. Notwithstanding any of the foregoing, neither Party shall, on account of any event, cause or condition that otherwise gives rise to a delay or failure of performance by such Party that constitutes an Excusable Delay, be excused for any amount of time from any of its payment obligations under this Agreement, including, without limitation, the obligations of Customer-Generator under Section 5(a).

**Section 9. Adequate Assurance of Performance**

If PSE has reasonable grounds for insecurity regarding the performance of any obligation under this Agreement (whether or not then due) by Customer-Generator, PSE may demand, and shall have the right to receive, from Customer-Generator adequate assurance of performance.

**Section 10. Assignment, Sale or Transfer**

Customer-Generator shall not assign, transfer, sell or convey any or all of its rights, title, interests or obligations in the Facility or under this Agreement to any person or entity without the prior written consent of PSE, which such consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a lender as part of a financing transaction or as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

**Section 11. Default, Remedies and Termination****11.1 Default and Termination.**

(a) If either Party is at any time in material breach of or default under this Agreement (the "Defaulting Party"), the other Party (the "Terminating Party") shall have the right to terminate this Agreement by giving the Defaulting Party written notice of such termination. Such termination of this Agreement shall be effective upon the Defaulting Party's receipt of such notice of such termination pursuant to this subsection 11.1(a). For purposes of this subsection 11.1(a), a Party shall be deemed to be in material breach of or default under this Agreement if such Party:

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(i) fails to cure any material breach of or default under this Agreement by such Party prior to the later of (i) the expiration of sixty (60) days after the Terminating Party gives the Defaulting Party written notice of the breach or default, or (ii) the date upon which the Terminating Party gives the Defaulting Party written notice of termination; provided that, without limiting the generality of Section 11.2, either Party's right to terminate this Agreement pursuant to this subsection 11.1(a)(i) is in addition to, and shall not preclude the exercise of, any other rights and remedies provided under this Agreement or at law or in equity;

(ii) is unable to meet its obligations as they become due or such Party's liabilities exceed its assets;

(iii) makes a general assignment of all or substantially all of its assets for the benefit of its creditors, files a petition for bankruptcy or reorganization or seeks other relief under any applicable insolvency laws; or

(iv) has filed against it a petition for bankruptcy, reorganization or other relief under any applicable insolvency laws and such petition is not dismissed within sixty (60) days after it is filed.

(b) PSE shall have the right to terminate this Agreement by giving Customer-Generator written notice of such termination (and such termination shall be effective upon Customer-Generator's receipt of such notice of such termination) following the occurrence of any of the following events:

(i) The Facility fails to achieve commercial operation within three (3) years of the Effective Date.

(ii) The Facility fails to maintain its QF Status.

(iii) Customer-Generator fails to overcome or remedy within one (1) year following the commencement of any Excusable Delay occurring on or after the commencement date the event, cause or condition that gave rise to such Excusable Delay; or

(iv) Customer-Generator's business is suspended, dissolved or wound up.

In no event shall PSE incur any liability (whether for lost revenues or lost profits or otherwise) as a result of any termination of this Agreement pursuant to this Section 11.1.

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**11.2 Rights and Remedies Cumulative.**

All rights and remedies of either Party under this Agreement and at law and in equity shall be cumulative and not mutually exclusive and the exercise of one right or remedy shall not be deemed a waiver of any other right or remedy. Nothing contained in any provision of this Agreement shall be construed to limit or exclude any right or remedy of either Party (arising on account of the breach or default by the other Party or otherwise) now or hereafter existing under any other provision of this Agreement, at law or in equity.

**Section 12. Miscellaneous****12.1 Qualifying Facility Status.**

(a) Customer-Generator represents and warrants, on a continuing basis, that:

(i) the Facility is a "qualifying small power production facility" within the meaning of subsection 3(17)(C) of the Federal Power Act, as amended; and

(ii) pursuant to notice filed with FERC under 18 C.F.R. Section 292.207(a), Customer-Generator has received from FERC a certification that the Facility is a "qualifying facility" within the meaning of 18 C.F.R. Section 292.101(b)(1); the representations and statements set forth in such certification are true, accurate and complete as of the date of the certification; and such certification has not been revoked, terminated or cancelled and is in full force and effect from and after the time at which the Facility is or becomes a "qualifying facility"; and

(b) From and after the time at which the Facility is or becomes a "qualifying facility," Customer-Generator shall furnish PSE with such documentation and information as PSE may request to verify Customer-Generator's representations and warranties set forth in this Section 12.1 (including, but not limited to, copies of the application and certification referred to in (a)(ii) above, together with copies of any correspondence or other communication to or from FERC).

**12.2 Notices.**

Except as may be expressly provided otherwise in this Agreement, any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and shall be delivered in person or by first-class U.S. mail

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(stamped with the required postage), properly addressed to the intended recipient as follows:

If to PSE:

In-Person Delivery:

Puget Sound Energy  
Attn: Vice President of  
Energy Operations  
10885 N.E. Fourth Street  
Bellevue, WA 98004

Mail Delivery:

Puget Sound Energy  
Attn: Vice President of  
Energy Operations  
P.O. Box 97034  
Bellevue, WA 98009-9734

If to Customer-Generator:

[Name of Customer-Generator]

[Address]

Either Party may change its address specified above by giving the other Party notice of such change in accordance with this Section 12.2.

### **12.3 Governmental Authority.**

This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental authorities (including, without limitation, the WUTC) having jurisdiction over the Facility, this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities that are required to be incorporated in agreements of this character are by this reference incorporated in this Agreement. This Agreement is subject to the General Rules and Provisions set forth in Schedule 80 of PSE's Electric Tariff G, as revised from time to time and approved by the WUTC. This Agreement is also subject to Schedule 91 of PSE's Electric Tariff G, as revised from time to time and as approved by the WUTC, except that the price set forth in Section 3.2 hereof shall control for the Operating Period. Any conflict between this Agreement and applicable provisions of PSE's Electric Tariff G shall be resolved in favor of such tariff provisions, except for the price set forth in Section 3.2 of this Agreement.

### **12.4 No Partnership.**

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 Party. Further, neither Party shall have any right,

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power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.

**12.5 Non-waiver.**

No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. The express waiver by either Party of any right or remedy under this Agreement in a particular instance or circumstance must be in writing and shall not constitute a waiver thereof in any other instance or circumstance.

**12.6 Survival.**

Sections 4.4, 4.7, 7.1 and Section 8, and all other provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.

**12.7 Entire Agreement.**

This Agreement sets forth the entire agreement, and supersedes any and all prior agreements of the Parties, whether written or oral, with respect to the subject matters hereof. By executing this Agreement, Customer-Generator releases PSE from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

**12.8 Successors and Assigns.**

Subject to the foregoing restrictions, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors, assigns and legal representatives.

**12.9 No Unspecified Third-Party Beneficiaries.**

Except as specifically provided in this Agreement (e.g., in Sections 4.7, 8.2 and 8.3 and Section 13), there are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives

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**PUGET SOUND ENERGY**

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permitted under Section 12.8, and the third-party beneficiaries specifically identified in this Agreement.

**12.10 Amendment.**

No change, amendment or modification of any provision of this Agreement or of any exhibit to this Agreement shall be valid unless set forth hereafter in a written amendment to this Agreement or such exhibit signed by both Parties.

**12.11 Implementation.**

Each Party shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.

**12.12 Invalid Provision; Continuing Validity.**

The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Neither the validity of this Agreement nor the respective rights and obligations of the Parties under this Agreement shall be affected to any extent if Customer-Generator ceases to be a customer of PSE during the Operating Period.

**12.13 Applicable Law.**

This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflicts of law), except to the extent such laws may be preempted by the laws of the United States of America.

**Section 13. Reliability Management System****13.1 Purpose.**

In order to maintain the reliable operation of the transmission grid, the WECC Reliability Criteria Agreement sets forth reliability criteria adopted by the WECC to which Customer-Generator and PSE shall be required to comply. PSE will provide to Customer Generator a copy of the WECC Reliability Criteria Agreement upon request.

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**13.2 Compliance.**

Customer-Generator shall comply with the requirements of the WECC Reliability Criteria Agreement, including the applicable WECC reliability criteria set forth in Section IV of Annex A thereof, and, in the event of failure to comply, agrees to be subject to the sanctions applicable to such failure. Such sanctions shall be assessed pursuant to the procedures contained in the WECC Reliability Criteria Agreement. Each and all of the provisions of the WECC Reliability Criteria Agreement are hereby incorporated by reference into this Section 13 as though set forth fully herein, and Customer-Generator shall for all purposes be considered a Participant, and shall be entitled to all of the rights and privileges and be subject to all of the obligations of a Participant, under and in connection with the WECC Reliability Criteria Agreement, including, but not limited to, the rights, privileges and obligations set forth in Sections 5, 6 and 10 of the WECC Reliability Criteria Agreement.

**13.3 Payment of Sanctions.**

Customer-Generator shall be responsible for payment of any monetary sanction assessed against Customer-Generator by WECC pursuant to the WECC Reliability Criteria Agreement. Any such payment shall be made pursuant to the procedures specified in the WECC Reliability Criteria Agreement.

**13.4 Publication.**

Customer-Generator consents to the release by the WECC of information related to Customer-Generator's compliance with this Agreement only in accordance with the WECC Reliability Criteria Agreement.

**13.5 Third Parties.**

Except for the rights and obligations between the WECC and Customer-Generator specified in this Section 13, this Agreement creates contractual rights and obligations solely between the Parties. Nothing in this Agreement shall create, as between the Parties or with respect to the WECC: (1) any obligation or liability whatsoever (other than as expressly provided in this Agreement) or (2) any duty or standard of care whatsoever. In addition, nothing in this Agreement shall create any duty, liability or standard of care whatsoever as to any other party. Except for any rights, as a third-party beneficiary under this Section 13, of the WECC against Customer-Generator, no third party shall have any rights whatsoever with respect to enforcement of any provision of this Agreement. PSE and Customer-Generator expressly intend that the WECC is a third-party beneficiary of this Section 13, and the

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WECC shall have the right to seek to enforce against Customer-Generator any provision of this Section 13, provided, that specific performance shall be the sole remedy available to the WECC pursuant to this Section 13 and Customer-Generator shall not be liable to the WECC pursuant to this Agreement for damages of any kind whatsoever (other than the payment of sanctions to the WECC, if so construed), whether direct, compensatory, special, indirect, consequential or punitive.

**13.6 Reserved Rights.**

Nothing in the RMS or the WECC Reliability Criteria Agreement shall affect the right of PSE, subject to any necessary regulatory approval, to take such other measures to maintain reliability, including disconnection, which PSE may otherwise be entitled to take.

**13.7 Severability.**

If one or more provisions of this Section 13 shall be invalid, illegal or unenforceable in any respect, it shall be given effect to the extent permitted by applicable law, and such invalidity, illegality or unenforceability shall not affect the validity of the other provisions of this Agreement.

**13.8 Termination.**

Customer-Generator may terminate its obligations pursuant to this Section 13:

(a) if after the effective date of this Section 13, the requirements of the WECC Reliability Criteria Agreement applicable to Customer-Generator are amended so as to adversely affect Customer-Generator, provided that Customer-Generator gives fifteen (15) days' notice of such termination to PSE and the WECC within forty-five (45) days of the date of issuance of a FERC order accepting such amendment for filing, provided, further, that the forty-five (45) day period within which notice of termination is required may be extended by Customer-Generator for an additional forty-five (45) days if Customer-Generator gives written notice to PSE of such requested extension within the initial forty-five (45) day period; or

(b) for any reason on one year's written notice to PSE and the WECC.

**13.9 Mutual Agreement.**

This Section 13 may be terminated at any time by mutual agreement of PSE and Customer-Generator.

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**IN WITNESS WHEREOF** each of the Parties has caused this Agreement to be duly executed by its authorized representative as of the date first set forth above.

**Puget Sound Energy**

By \_\_\_\_\_

David E. Mills

Vice President of Energy Operations

**[Name of Customer-Generator]**

By \_\_\_\_\_

Its \_\_\_\_\_

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**PUGET SOUND ENERGY**

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Exhibit A

Diagram – Point of Delivery



**SUB 12/19/16**

Issued: November 23, 2016

Effective: January 27, 2017

Attachment "A" to Schedule 91, Page 31

WN U-60

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WA. UT. &  
TRANS. COMM.  
ORIGINAL

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**PUGET SOUND ENERGY**

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Exhibit B

Electrical Diagram of the Facility

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**SUB 12/19/16**

Issued: November 23, 2016

Effective: January 27, 2017

Attachment "A" to Schedule 91, Page 32

WN U-60

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ORIGINAL

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**PUGET SOUND ENERGY**

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Exhibit C

Schedule 91 and Monthly Energy Calculation

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**PUGET SOUND ENERGY**

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Exhibit D

**RENEWABLE ENERGY CREDIT AGREEMENT**

NO. \_\_\_\_\_

This Renewable Energy Credit Agreement dated as of \_\_\_\_\_ (this "REC Agreement"), is entered into by and between Puget Sound Energy ("PSE") and \_\_\_\_\_ ("Seller"). Capitalized terms used in this Agreement and not specifically defined herein will have the meanings set forth in the Schedule 91 Power Purchase Agreement between PSE and Seller pursuant to which this Agreement is entered into.

PSE and Seller agree as follows:

**Section 1. Term**

1.1 The term of this REC Agreement will become effective upon the execution by both Parties (the "Effective Date") and will terminate on [insert end date certain], unless earlier terminated by the Parties (the "Term").

**Section 2. Sale of RECs**

2.1 Seller shall provide PSE with all of the RECs associated with each megawatt-hour of electricity generated at its facility in [County], [State] using [resource technology] production (the "Facility"). Seller shall comply with all Applicable Program requirements and audits and deliver RECs from the Facility to PSE on a [monthly] [quarterly] basis [up to] [at least] the Annual REC Quantity provided for in Appendix 1 to this REC Agreement. [Insert the following if the Annual REC Quantity is a minimum required amount. If the Facility does not generate enough electricity during any year during the Term to satisfy the Annual REC Quantity, then Seller will not be excused from the REC delivery requirement and shall deliver to PSE replacement RECs of a similar vintage and quantity sourced from an alternate eligible renewable resources to satisfy the Annual REC Quantity.]

2.2 PSE shall have the right to terminate this REC Agreement, by providing written notice of such termination to Seller and without incurring any liability on account of such termination, if Seller ceases to do business, merges or dissolves its corporate or business status or materially breaches any of the provisions of this REC Agreement.

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- 2.3 **[Insert the following only if the facility is an anaerobic digester (a facility that processes manure from livestock into biogas and dried manure using microorganisms in a decomposition process within a closed, oxygen-free container), otherwise remove]** In the event an Applicable Program does not recognize, or allow the assignment of credit for, both (i) the sale of greenhouse gas offsets from Seller's anaerobic digester or from the Project and (ii) the sale of RECs to PSE pursuant to this Agreement, Seller shall have the right to elect to proceed with the sale of greenhouse gas offsets to a third party rather than continuing to sell RECs to PSE pursuant to this Agreement. Seller will exercise such election (if at all) by providing written notice thereof to PSE ("Notice"); provided, that unless and until a Notice is provided by Seller, Seller shall remain obligated to sell RECs to PSE pursuant to this Agreement. If Seller elects to sell greenhouse gas offsets to a third party pursuant to this Section 1.3, this Agreement shall automatically terminate as of the effective date of the Notice as set forth therein, and neither Party will have any liability to the other Party on account of such termination.

**Section 3. Compensation**

- 3.1 PSE shall compensate Seller for RECs provided hereunder in accordance with Seller's Quotation attached hereto as Appendix 1 (up to \_\_\_\_\_ RECs @ \$\_\_\_\_\_/REC). In no event shall total Compensation payable under this REC Agreement exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) without the prior written consent of an authorized representative of PSE.
- 3.2 Within ten (10) days after the end of each [month][calendar quarter] during the Term, Seller shall submit to PSE Seller's invoice for the compensation and reimbursement payable pursuant to Section 3.1 for such calendar quarter. Each such invoice shall be supported by such documents, attestations and other information as PSE may request.
- 3.3 Seller shall place the number of this REC Agreement on all of its invoices and submit such invoices by mailing to the following address:

Puget Sound Energy  
 The PSE Building  
 P.O. Box 97034, PSE-\_\_\_\_\_  
 Bellevue, WA 98009-9734  
 Attention: \_\_\_\_\_

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- 3.4 PSE shall pay all undisputed amounts set forth in each of Seller's invoices within thirty (30) days of receipt and verification thereof.

**Section 4. Performance by Seller**

- 4.1 Seller shall at all times be an independent contractor, not an employee or agent, of PSE with regard to its performance under this REC Agreement. Seller shall not represent that Seller is, or hold Seller out as, an employee or agent of PSE. Seller shall not be entitled to workers' compensation, retirement, insurance, or other benefits afforded to employees of PSE.
- 4.2 Without limiting the generality of Section 4.1, Seller shall not be treated as an employee of PSE for federal tax, worker's compensation, or any other purpose. Seller shall not be entitled to any pension, deferred compensation, welfare, insurance, or other benefits afforded employees.
- 4.3 Seller shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon PSE and applicable to Seller's performance under this REC Agreement). Seller shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules, regulations and orders required to be incorporated in agreements of this character are incorporated herein by this reference.
- 4.4 If the Facility is larger than 2,000 kW, Seller shall register the Facility with the Western Renewable Energy Generation Information System or any successor renewable energy tracking program or system ("WREGIS"), and Seller shall take all other actions to ensure that the RECs associated with all of the electricity generated by the Facility are issued and tracked for purposes of satisfying the requirements of RCW 19.29A.090 and RCW 19.285, and transferred to PSE. If WREGIS is not in operation as of the Commercial Operation Date, Seller shall perform its obligations pursuant to this Section 4.4 as soon as WREGIS is in operation. Customer-Generator may appoint PSE as its WREGIS Qualified Reporting Entity upon execution of the Optional Qualified Reporting Entity Service Agreement as set forth in the attached Exhibit E of the Schedule 91 Power Purchase Agreement.
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**Section 5. Materials, Information, Property and Other Items**

- 5.1 Seller shall not disclose to third parties, without the prior written consent of PSE, any information obtained or developed in connection with its performance under this REC Agreement unless:
- a. the information is known to Seller prior to performance of the Services,
  - b. the information is generally available to the public at the time of disclosure by Seller,
  - c. the information is obtained by Seller from a third party who did not receive the same directly or indirectly from PSE or in connection with Seller's performance under this REC Agreement, or
  - d. the information is legally required to be disclosed, provided that PSE is given reasonable prior notice to enable it to seek a protective order and Seller discloses only that information which, in the reasonable judgment of its counsel, is required to be disclosed.
- 5.2 Seller shall not use any PSE name, trademark or service mark in any promotional materials of Seller without PSE's prior written consent, which consent may be withheld in the sole discretion of PSE. In the event that PSE consents to the use of its name, trademark, or service mark in any announcement, news release, or promotional materials of Seller, all of the contents shall be submitted to PSE's Corporate Communications Department for review prior to any publication by Seller.

**Section 6. Release**

Seller releases PSE, its successors and assigns, and the respective directors, officers, employees, agents and representatives of PSE and its successors and assigns (collectively, the "PSE Group") from all claims, losses, harm, liabilities, damages, costs, and expenses related to any property damage or personal injury (including death) that may result or occur in connection with Seller's performance or failure to perform under this REC Agreement. To the fullest extent permitted by applicable law, the foregoing release shall apply regardless of any act, omission, negligence or strict liability of any of the PSE Group or any one or more of them.

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**Section 7. Miscellaneous**

7.1 Any notice, request, direction, consent, designation, or other communication under this REC Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to PSE: Puget Sound Energy Contract Services  
PO Box 90868 (PSE-10N)  
Bellevue, WA 98009-0868  
Attn: \_\_\_\_\_

If to Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Either party may change its address specified in this Section by giving the other party notice of such change in accordance with this Section.

7.2 This REC Agreement, together with the Power Purchase Agreement entered into by Seller and PSE pursuant to Schedule 91 of PSE's Electric Tariff G (or its successor rate schedule) sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the subject matter hereof. No change, amendment, or modification of any provision of this REC Agreement shall be valid unless set forth in a written amendment to this REC Agreement signed by both of the parties.

7.3 Seller shall not (by contract, operation of law or otherwise) assign this REC Agreement or any right or interest in this REC Agreement without the prior written consent of PSE. Subject to the foregoing restriction on assignment by Seller, this REC Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the successors, assigns and legal representatives of the respective parties to this REC Agreement.

7.4 Notwithstanding any provision to the contrary contained elsewhere in this REC Agreement, either party may assign all or part of this REC Agreement and any of its rights or obligations hereunder without the other Party's consent if such assignment is part of a financing transaction with a lender or part of the transfer or merger of a substantial portion or the entire business and assets of the transferor.

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- 7.5 The failure of PSE to insist upon or enforce strict performance by Seller of any of the provisions of this REC Agreement or to exercise any rights under this REC Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.6 The invalidity or unenforceability of any provision of this REC Agreement shall not affect the other provisions hereof, and this REC Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Neither the validity of this REC Agreement nor the respective rights and obligations of the parties under this REC Agreement shall be affected to any extent if Seller ceases to be a customer of PSE during the Operating Period.
- 7.7 The rights and remedies of PSE set forth in any provision of this REC Agreement are in addition to and do not in any way limit any other rights or remedies afforded to PSE by any other provisions of this REC Agreement or by law.
- 7.8 This REC Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. Once signed, any legible reproduction of this document made by reliable means (for example, photocopy or facsimile) shall be deemed to be an original.
- 7.9 This REC Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, without reference to such state's choice of law principles to the contrary.

**Section 8. Definitions**

- 8.1 **"Annual REC Quantity"** means the [minimum] quantity of RECs Seller is required to deliver to PSE annually over the course of each year during the Term as provided in Appendix 1 and attached hereto.
- 8.2 **"Applicable Program"** means any state, federal, international or foreign renewable portfolio standard, renewable energy certification program or organization, emissions reduction program or organization, or other similar program or organization with respect to which exists a market, registry or reporting for particular Environmental Attributes. Applicable Program does not include legislation providing for production or investment tax credits or
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other direct third party subsidies for generation by the applicable generating facility.

8.3 **“Effective Date”** means the day this REC Agreement has been signed by both parties.

8.4 **“Facility”** has the meaning set forth in Section 2.1, together with all the equipment, facilities, structures, improvements, alterations, modifications, additions, betterments, property and property rights (e.g., for access to the Facility).

8.5 **“Renewable Energy Credit” or “REC”** means a [Green-e certified] tradable certificate of proof of one megawatt-hour of an eligible renewable resource as defined in RCW 19.285.030, which certificate (a) includes all of the nonpower attributes associated with such megawatt-hour of electricity and (b) is verified by the Applicable Program.

8.6 **“WREGIS”** means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program or system applicable to sales of RECs in the State of Washington.

**IN WITNESS WHEREOF**, the parties hereto have caused this REC Agreement to be executed by their duly authorized representatives as of the date first written above.

[Seller]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Federal Tax ID: \_\_\_\_\_

Puget Sound Energy

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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Appendix 1 to

**RENEWABLE ENERGY CREDIT AGREEMENT**

NO. \_\_\_\_\_

ANNUAL REC QUANTITY

Seller has elected to deliver RECs to PSE on a [monthly] [quarterly] basis [up to][at least] the total Annual REC Quantity provided in the table below.

Year	Annual REC Quantity	REC Price

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## Exhibit E

**OPTIONAL QUALIFIED REPORTING ENTITY SERVICE  
AGREEMENT**

This QUALIFIED REPORTING ENTITY SERVICE AGREEMENT (“QRE Agreement”) is entered into by and between PUGET SOUND ENERGY, a Washington Corporation (“PSE”), and [REDACTED] (“Customer-Generator”). PSE and Customer-Generator are sometimes referred to in this Agreement individually as “Party” and collectively as “Parties.”

**RECITALS**

A. The Western Renewable Electricity Generation Information System (“WREGIS”) is an independent, renewable energy tracking system for the Western Electricity Coordinating Council (“WECC”) region. WREGIS tracks renewable energy generation from units that register in the system using verifiable data and creates renewable energy certificates (“RECs”) for this generation. Participation in WREGIS is voluntary.

B. PSE has voluntarily registered with WREGIS to serve as a Qualified Reporting Entity (“QRE”) and has been approved as a QRE by the WREGIS Administrator.

C. Customer-Generator has voluntarily registered as an “Account Holder” in WREGIS and has registered one or more generating units with WREGIS (“Generating Units”).

D. Customer-Generator desires that PSE act as its QRE for the Generating Units. Customer-Generator understands and acknowledges that there are other entities that are able to provide QRE service within PSE’s balancing authority area and that Customer-Generator is not required to use PSE as its QRE.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. Term and Termination**

This QRE Agreement will be effective upon the date both of the Parties have executed it and will terminate on the termination date specified in any written notice

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thereof by either Party to the other Party; provided, that PSE will provided not less than sixty (60) days' notice of termination. Notwithstanding the foregoing, upon the occurrence of any material breach of this QRE Agreement by Customer-Generator that has not been cured by Customer-Generator within five (5) days after receipt of PSE's written notice thereof, PSE may terminate this Agreement, without incurring any liability therefor, by providing written notice of such termination to Customer-Generator.

**Section 2. WREGIS Documents**

There are three documents that govern the relationship between Customer-Generator and WREGIS, as well as the relationship between PSE and WREGIS:

- (a) WREGIS Operating Rules;
- (b) WREGIS Interface Control Document; and
- (c) WREGIS Terms of Use Agreement, also known as Account Holder Registration Agreement ("WREGIS TOU"), which incorporates by reference the WREGIS Operating Rules and WREGIS Interface Control Document.

Any sections of provisions of the WREGIS TOU, WREGIS Operating Rules, and WREGIS Interface Control Document (as such documents may be revised from time to time and posted on the WREGIS web site at [www.wregis.org](http://www.wregis.org)) referred to in this QRE Agreement are by this reference incorporated herein.

PSE and Customer-Generator each represent to the other Party that it has signed a WREGIS TOU and that such Party will continue to be a party to a WREGIS TOU during the term of this QRE Agreement.

**Section 3. Definitions**

Capitalized terms used in this QRE Agreement and not otherwise defined herein have the meanings set forth in the WREGIS TOU, the WREGIS Operating Rules, the WREGIS Interface Control Document and their respective attachments. For purposes of this QRE Agreement:

"Business Day" means a day of the week other than Saturday, Sunday or a federal holiday.

"Metering External Webpage" means a website owned and operated by PSE which displays all Data that will be included in the Monthly Generation Extract File.

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“Monthly Generation Extract File” means a Data file that contains generation Data from Customer-Generator’s Points of Metering and conforms to the characteristics and requirements set forth in the WREGIS Interface Control Document.

“Points of Metering” means the points at which electric generation is measured.

**Section 4. Exhibit**

The attached Exhibit 1, Meter Points, is by this reference incorporated into this QRE Agreement. The specific Points of Metering that PSE will use as a QRE for Customer-Generator are set forth in Exhibit 1. Customer-Generator represents to PSE that all Points of Metering listed in Exhibit 1 measure Data only from Generating Units that meet the definition of a “renewable resource,” as defined in RCW 19.285.030.

Customer-Generator may provide to PSE not less than thirty (30) Business Days prior written notice of any request to change the Points of Metering set forth in Exhibit 1. Such notice must be provided pursuant to Section 13. Any change to the Points of Metering mutually agreed to by the Parties will be set forth in an amendment to Exhibit 1 attached hereto.

**Section 5. Qualified Reporting Entity**

PSE will serve as a QRE to report Customer-Generator’s renewable generation Data to WREGIS (“QRE Service”). Customer-Generator hereby authorizes PSE to collect such Data, at the Points of Metering set forth in Exhibit 1, and in the manner set forth in Section 8 of this Agreement.

**Section 6. Scope**

The Parties acknowledge that PSE will serve as a QRE only for Generating Units that (a) are interconnected with PSE’s electric system (including net metered facilities) and are the subject of a written interconnection agreement between PSE and Customer-Generator, if required in PSE’s sole determination; (b) meet the definition of a renewable resource; (c) meet the definition of a “Qualifying Facility” as defined in the Public Utility Regulatory Policies Act of 1978 (Pub. L. 95-617, 92 Stat. 3117, enacted November 9, 1978); (d) are within the metered boundaries of PSE’s Balancing Authority; and (e) are equipped with PSE-owned and PSE-operated meters that meet WREGIS requirements.

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Customer-Generator will be obligated to pay directly to WREGIS any and all fees and expenses required by WREGIS to be paid to register the Generating Units, and, to the extent the Customer-Generator is a WREGIS Customer-Generator, Customer-Generator will be obligated to pay directly to WREGIS all other WREGIS fees incident to the reporting of Generator Data and Output to WREGIS. Customer-Generator acknowledges and agrees that PSE will have no obligation to advance or make payment of WREGIS fees or costs on Customer-Generator's behalf. Upon request by PSE, Customer-Generator will provide PSE with evidence of payment of WREGIS fees and costs. Any failure by Customer-Generator to provide such information to PSE upon request will constitute a material breach under this Agreement.

Customer-Generator will be solely responsible for making arrangements and registrations and for entering into any agreements that are necessary for the transfer of RECs directly to proper Accounts or Subaccounts of Customer-Generator. Customer-Generator agrees that PSE, when acting as QRE, will not be responsible to act as custodian of any RECs, to hold any RECs in any Account or Subaccount of PSE, or to bear any risk with respect to RECs related to the Generating Units. Customer-Generator acknowledges that, pursuant to Section 11 of the WREGIS TOU, any generation Data that PSE, acting as a QRE, provides to WREGIS will reside in WREGIS, and Customer-Generator will have no control over such data's use other than that provided for under the WREGIS TOU.

**Section 7. Reporting**

- 7.1 **Monthly Generation Extract File.** Once a month, PSE will submit a Monthly Generation Extract File to WREGIS on Customer-Generator's behalf, such file to conform to the characteristics and Data requirements set forth in the WREGIS Interface Control Document.
- 7.2 **Reporting Cycle.** PSE will submit the Monthly Generation Extract File to WREGIS no later than the end of the calendar month following the end date for Data in the Monthly Generation Extract File being reported.
- 7.3 **Verification.** PSE will allow Customer-Generator to access any Metering External Webpage operated and made available by PSE (but PSE will not be obligated to operate and make available a Metering External Webpage), and Customer-Generator will verify such information as prescribed by PSE from time to time. Customer-Generator will notify PSE in writing of any errors Customer-Generator detects in Data reflected on PSE's Metering External Webpage.
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**PUGET SOUND ENERGY**

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7.4 **Adjustments.** The Parties agree that after the Monthly Generation Extract File is submitted to WREGIS, any information contained in the Monthly Generation Extract File will be deemed to be final for purposes of WREGIS reporting, subject only to the adjustment procedures set forth in Section 9.4 of the WREGIS Operating Rules.

**Section 8. Measurement**

8.1 **Equipment.** Customer-Generator will be obligated to pay or reimburse to PSE the cost of any PSE-owned metering equipment. The Revenue Quality Meter Output will be read by PSE electronically over wired or wireless communicating devices. If there are any costs associated with wired or wireless communication devices, Customer-Generator will be obligated to pay to PSE the amount of such costs.

**8.2 Meter Data.**

- a. **Availability.** Customer-Generator hereby authorizes PSE to provide Customer-Generator's meter Data directly to WREGIS in the form of the Monthly Generation Extract File.
- b. **Wholesale Generation Also Serving On-Site Loads.** If Customer-Generator has any wholesale generation also serving on-site loads, the on-site load generation of Customer-Generator's Generating Units will not be reported by PSE to WREGIS. If metering modifications are needed to accomplish such reporting the Customer-Generator will be responsible for any costs associated with making adjustments to the metering setup and data.

8.3 **Estimates.** When meter readings are not available or are inaccurate due to meter hardware failure, meter malfunction or calibration/configuration error, PSE will, if practicable, rely on readings from redundant meters, whether or not such meters are owned by PSE.

**Section 9. Payment and Pricing**

9.1 **Reporting Fee.** The Annual Reporting Fee will apply to all Customer-Generators who request that PSE act as QRE for a Generating Unit except PSE may waive the Annual Reporting Fee to Customer-Generators who sell all RECs generated by the Generating Unit to PSE pursuant to Exhibit D of

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Schedule 91 Power Purchase Agreement wherein the cost of QRE reporting is considered in the purchase price of the RECs.

- 9.2 **Annual Reporting Fee.** Customer-Generator will pay an Annual Reporting Fee equal to \$358 per Meter Point listed in Exhibit 1 for which PSE reports output to WREGIS. Customer-Generator will pay the Annual Reporting Fee within thirty (30) days following issuance of a bill by PSE to Customer-Generator therefor, and such payment will be in the form PSE specifies for such purpose. Such billing will be by and for each calendar year except the initial billing to a Customer-Generator will be prorated for the remainder of the calendar year. Payments of the Annual Reporting Fee are not refundable except if PSE is unable or unwilling to act as QRE for the Customer-Generator.
- 9.3 **Annual Adjustment.** PSE will review costs associated with QRE Service on an annual basis, and may make necessary adjustments to Annual Reporting Fee charges. Any change in the Annual Reporting Fee will become effective upon not less than thirty (30) days' prior written notice to Customer-Generator.
- 9.4 **Other Cost Adjustments.** If WREGIS, WECC or any other entity having authority to modify the QRE reporting process requires a change that increases the costs to PSE of providing QRE Service, PSE may charge such increased costs to Customer-Generator by increasing the Annual Reporting Fee, or if more appropriate, by issuing an additional billing during the year. PSE will use reasonable efforts to provide Customer-Generator with prior notice before billing Customer-Generator for such increased costs.

**Section 10. Indemnity, Hold Harmless and Waiver**

- 10.1 **Responsibility for Data.** Customer-Generator is solely responsible for the content and accuracy of Data created and submitted to PSE, which PSE, acting as a QRE, forwards to WREGIS. Any Data gathered by PSE from the Points of Metering pursuant to this Agreement will be deemed to be Data that Customer-Generator has created and submitted to PSE.
- 10.2 **Indemnity.** Customer-Generator will indemnify and hold harmless PSE, its officers, employees, agents, or representatives, from and against any and all liability that is in any way associated with PSE's performance hereunder, except to the extent such liability arises solely from the willful misconduct or recklessness of PSE.
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**PUGET SOUND ENERGY**

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- 10.3 **Waiver.** Customer-Generator agrees to waive any and all causes of action under or with respect to this Agreement, whether arising in contract, tort or under any other legal or equitable theory (including strict liability) against PSE, its board of directors, employees, agents, or representatives. In no event will PSE be liable to Customer-Generator or any other party for any damages, demands, direct costs, lost or prospective profits or any other losses, liabilities or expenses, whether special, punitive, exemplary, consequential, incidental, direct or indirect in nature, that in any way relate to PSE's performance of this Agreement, including, but not limited to, damages based on Data contained in the Monthly Generation Extract File, or any other damages arising from financial injury or damage to persons or property.

**Section 11. Confidentiality**

Customer-Generator acknowledges and agrees that, pursuant to Section 11 of the WREGIS TOU, any generation Data that PSE, acting as QRE, provides to WREGIS will reside in WREGIS and Customer-Generator will have no control over such Data's use other than as provided for under the WREGIS TOU.

Customer-Generator further acknowledges that confidentiality of information will be governed by Section 13 of the WREGIS TOU; provided, however, that PSE may release information provided by Customer-Generator if required by law, court order, the Utility and Transportation Commission of Washington or its rules. Customer-Generator waives all provisions of applicable tariffs that may require PSE to keep confidential information with respect to Customer-Generator or the Generating Units, to the extent necessary for PSE to report, as a QRE, generation Data and Output regarding the Generation Units and to perform PSE's obligations under this QRE Agreement.

**Section 12. Miscellaneous**

- 12.1 **Amendments.** Except as otherwise specifically provided in this QRE Agreement, no amendment or exhibit revision to this QRE Agreement will have any force or effect unless set forth in a written instrument hereafter signed by the authorized representatives of each Party.
- 12.2 **Entire Agreement and Order of Precedence.** This QRE Agreement, together with all documents incorporated by reference into this QRE Agreement, constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all previous or contemporaneous understandings,
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**PUGET SOUND ENERGY**

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communications, representations and agreements, either written or oral, that purport to treat with or embody the subject matter of this QRE Agreement.

- 12.3 **Information.** Each of the Parties will provide to the other Party any information that is reasonably required for the performance of this QRE Agreement.
- 12.4 **Assignment.** Neither Party may transfer or assign this QRE Agreement, in whole or in part, without the other Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. Subject to the foregoing restrictions, this QRE Agreement is binding on any successors and assigns of the Parties.
- 12.5 **No Third-Party Beneficiaries.** This QRE Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity will be a direct or indirect beneficiary of this QRE Agreement; provided, that this Section 12(e) will not affect any of the provisions of Section 10(b).
- 12.6 **Waivers.** No waiver of any provision of or right under this QRE Agreement will be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver will not be deemed to be a waiver of such provision or right in any other instance.
- 12.7 **Advice.** Each Party acknowledges that it has had an opportunity to seek the advice of independent counsel in connection with the negotiation and execution of this QRE Agreement.
- 12.8 **Governing Law.** This QRE Agreement will be governed by, and interpreted and construed in accordance with, the laws of the state of Washington, without regard to such state's choice of law principles.
- 12.9 **Force Majeure.** Neither Party will be deemed to have breached any provision of this QRE Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts of God, network or system failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, floods, strikes or other labor disturbances, riots, embargoes, transportation contingencies, fuel shortages, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other circumstances or events that are beyond the control of the Party affected thereby and which, by the exercise of
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due diligence, the affected Party is unable to overcome, avoid or cause to be avoided through the exercise of reasonable diligence.

12.10 **Survival.** Sections 10, 11 and 12 will survive any termination or expiration of this QRE Agreement.

**Section 13. Notices and Contact Information**

Any notice or other communication required under this QRE Agreement will be in writing and will be deemed to be effective upon receipt if delivered by a nationally recognized delivery service or by United States certified mail, return receipt requested, to the address specified below. Either Party may change its name or address for receipt of notice by providing notice of such change to the other Party pursuant to this Section 13.

If to Customer-Generator:

If to PSE:

[Redacted]  
[Redacted]  
[Redacted]  
Attention: [Redacted]  
Phone: [Redacted]  
[Redacted]

Puget Sound Energy  
Attn: [Redacted]  
[Redacted]  
Bellevue, WA [Redacted]  
Phone: [Redacted]  
Fax: [Redacted]

**IN WITNESS WHEREOF**, each of the Parties has caused this QRE Agreement to be executed by its duly authorized representative as of the date appearing below the signature of such Party.

**[CUSTOMER-GENERATOR]**

**PUGET SOUND ENERGY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**SUB 12/19/16**

Issued: November 23, 2016

Effective: January 27, 2017

Attachment "A" to Schedule 91, Page 50

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**PUGET SOUND ENERGY**

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Appendix 1 to

**OPTIONAL QUALIFIED REPORTING ENTITY SERVICE  
AGREEMENT**

Generation Unit Data and Meter Point

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