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## PUGET SOUND ENERGY Electric Tariff G

## SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

- 33. INTERCONNECTION WITH GENERATORS FOR EMERGENCY SERVICE The terms defined in Section 32 of Schedule 80 also apply in this section unless otherwise clearly indicated. As provided in Section 32, Customers with generation of no more than twenty megawatts (20 MW) for emergency service ("Generation" or "Generator" herein) may be Interconnected with and Operate In Parallel with the Company's electric system for less than one-half second, only upon notification to the Company and following written approval by the Company. Generators larger than twenty megawatts (20 MW) used for emergency service may only be Interconnected with and Operate In Parallel with the Company's electric system upon execution of an agreement that is acceptable to the Company.
  - a. Written Approval The Company will issue written approval only following review and approval of the design of the Interconnection and related Interconnection Facilities, including interconnection protection equipment and following the Company's witness of acceptable operation of Interconnection Facilities. Approval of the design of the Interconnection Facilities and satisfactory operation shall be at the sole judgment of the Company. For Generators less than 1 MW that Operate In Parallel for less than one-tenth (1/10) second the Company may choose to not review the Interconnection, Interconnection Facilities or have a witness test prior issuance of written approval, such choice to review or not review shall not set any precedence. All existing Generators Interconnected prior to September 1, 2009, are considered to have written approval for Interconnection.
  - b. Term of Written Approval The Company's written approval remains in effect only as long as the interconnection protection equipment is properly maintained and remains in satisfactory operating condition and continues to meet current Standards and applicable codes. If the Parallel Operation of the Customer's Generation negatively impacts the Company's electrical system or the operation thereof, or negatively impacts any of the Company's other Customers, written approval is deemed to be revoked.
  - c. Disconnection of Generation The Company shall have the right to disconnect any Generator at the PCC under the following circumstances: (i) the Interconnection has not received the Company's written approval, (ii) written approval is no longer in effect or has been revoked, (iii) if the Generation or Interconnection Facilities does not meet current required Standards or codes, (iv) if the Generation at any time adversely affects or endangers any person, the property of any person, the Company's operation of its electric system or the quality of electric service to any other Customer. Disconnection may occur without notice. Where no disconnect switch is provided, disconnection will result in disconnection of Electric Service and the Customer agrees that disconnection may occur without notice and waives rights to notice as provided in WAC 480-100-128(3).

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## PUGET SOUND ENERGY Electric Tariff G

## SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

- d. Costs of Interconnection The Customer shall be responsible for all costs of Interconnection, including any changes necessary to the Company's system, but shall not be responsible for the Company's cost of review and approval of the Interconnection design and witness test. The Company's Standards or applicable codes may change from time to time, the cost of compliance with such revised Standards or codes shall be the Customer's.
- e. Risks of Interconnection The Customer assumes the risk of all damages losses, costs and agrees to indemnify the Company, its successors and assigns, and their respective directors, officers, employees and agents, from and against any and all claims, losses, costs, liabilities, damages and expenses including, but not limited to, reasonable attorneys' fees, resulting from or in connection with any Interconnection approved by the Company or which may occur or be sustained by the Company on account of any claim or action brought against the Company for any reason, including, but not limited to, loss to the electrical system of the Customer caused by or arising out of any electrical disturbance.

The Customer assumes the risk of all damages, losses, costs and expenses and agrees to indemnify the Company, its successors and assigns, and their respective directors, officers, employees and agents, from and against any and all claims, losses, costs, liabilities, damages and expenses including, but not limited to, reasonable attorneys' fees, resulting from the death or bodily injury to any person, including, but not limited to, the officers, employees, agents and subcontractors of either the Company or Customer, to the extent arising out of the Customer's negligence or willful misconduct. In connection with any action to enforce the Customer Generator's obligations under this Section with respect to any claim arising out of bodily injury (including death) of any employee of Customer, Customer waives any immunity, defense or other protection that may be afforded by any workers' compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 RCW). This Section will not be interpreted or construed as a waiver of Customer's right to assert any such immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives.

The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any insurance policy.

The Company shall have no liability, ownership interest, control or responsibility for the Customer's Electric Generator or its Interconnection with the Company's electric system, regardless of what the Company knows or should know about the Customer's Generator or its Interconnection.

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