

## Net Metering / Renewable Energy System Cost Recovery Incentive Checklist

Submit Town documents to:

Terry Huber c/o Steilacoom Public Works, 1030 Roe Street, Steilacoom, WA 98388

### NET METER APPLICANTS

1. Review the program requirements outlined in *Town of Steilacoom Municipal Code* entitled *Chapter 13.41 Electric Net Metering*
2. Submit an *Application for Interconnecting a Generating Facility (Document 1)*
  - a. Include non-refundable processing fee of \$100.00 (one hundred dollars)
  - b. Interconnection inverter must be UL 1741 listed
  - c. Electrical schematic drawing must be included
  - d. Include provisions for a lockable disconnect
3. Upon approval of Interconnection Application, secure Town of Steilacoom Building Permit (Document 2)
4. Obtain an electrical permit (Document 3) from the State of Washington Department of Labor & Industries. Apply on-line at:  
<http://www.lni.wa.gov/TradesLicensing/Electrical/FeePermitInsp/PermitInspect/default.asp#2>
5. Complete installation and get inspections from State Electrical Inspector and Town of Steilacoom (call for Town inspection at (253) 581-1912)
6. Submit Certificate of Completion (Document 4)
7. Sign and submit Net Metering Interconnection Agreement Customer Owned Fuel Cell, Solar, Wind, Biogas, Combined Heat and Power or Hydropower Electric Generating Facilities of 100 Kilowatts or Less (Document 5)
8. Town installs bi-directional kilowatt-hour meter
9. Begin power generation

**(Document 1) Application for Interconnecting a Generating Facility**

This Application is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Application may be required.

Processing Fee

Application ID Number: \_\_\_\_\_

A non-refundable processing fee of \$100.00 (one hundred dollars) must accompany this Application.

Interconnection Customer

Steilacoom Utility Account No.: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

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

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Contact (if different from Interconnection Customer)

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

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

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

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Owner of the facility: \_\_\_\_\_

Generating Facility Information

Location (if different from above): \_\_\_\_\_

Inverter Manufacturer: \_\_\_\_\_ Model \_\_\_\_\_

Nameplate Rating: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_ (AC Volts)

Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_

System Design Capacity: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA)

Prime Mover: Photovoltaic \_\_\_ Reciprocating Engine \_\_\_ Fuel Cell \_\_\_ Turbine \_\_\_ Other \_\_\_

Energy Source: Solar \_\_\_ Wind \_\_\_ Hydro \_\_\_ Diesel \_\_\_ Natural Gas \_\_\_ Fuel Oil \_\_\_

Other (describe) \_\_\_\_\_

Is the equipment UL1741 Listed? Yes \_\_\_ No \_\_\_

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: \_\_\_\_\_ Estimated In-Service Date: \_\_\_\_\_

List components of the Generating Facility equipment package that are currently certified:

<u>Equipment Type</u>	<u>Certifying Entity</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 100 kW and return the Certificate of Completion when the Small Generating Facility has been installed.

Signed: \_\_\_\_\_

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

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(For Town Use Only)

Contingent Approval to Interconnect the Generating Facility

Interconnection of the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Generating Facility No Larger than 100 kW and return of the Certificate of Completion.

Town of Steilacoom: \_\_\_\_\_

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

Application ID number: \_\_\_\_\_

Town waives inspection/witness test? Yes \_\_\_ No \_\_\_

Document 2

Town of Steilacoom  
Community Development  
1030 Roe Street, Steilacoom WA 98388  
(253) 581-1912 FAX (253) 582-0651



**BUILDING PERMIT APPLICATION**

**FILL IN ALL SPACES INCOMPLETE APPLICATIONS WILL BE RETURNED**

Type of Permit:  Building  Plumbing  Mechanical  Demolition  Other

**Applicant Information:**

Owner: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ State Contractor's License # \_\_\_\_\_

Plumbing Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ State Contractor's License # \_\_\_\_\_

Mechanical Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ State Contractor's License # \_\_\_\_\_

**Property Information:**

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

Parcel Legal Description: Plat: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Tract: \_\_\_\_\_

Range \_\_\_\_\_ Township \_\_\_\_\_ Section \_\_\_\_\_ Quarter \_\_\_\_\_ Quarter \_\_\_\_\_

Parcel Number: \_\_\_\_\_

Zoning (circle one) R-7.2 R-9.6 MF CG CS P/QP P/OS I

Is this lot within the Historic District? Yes \_\_\_ No \_\_\_

Land use (circle one) Housing Commercial Open Space/Recreation Public Facilities Industrial

**Project Information:**

Residential: SFR  Duplex  Multi-Family  Remodel  Addition  Deck  Other

Commercial/Industrial: New Building  Remodel  Addition  Other

Describe project: \_\_\_\_\_

Setbacks: Front \_\_\_\_\_ Rear \_\_\_\_\_ Left \_\_\_\_\_ Right \_\_\_\_\_

Height \_\_\_\_\_ Stories \_\_\_\_\_ Dwelling Units \_\_\_\_\_

Building size: \_\_\_\_\_ X \_\_\_\_\_ Lot size \_\_\_\_\_ X \_\_\_\_\_

Square footage first floor \_\_\_\_\_ second floor \_\_\_\_\_

Type of heat (if available) Natural Gas  Electric

Heating/Model \_\_\_\_\_ Air Conditioning/Model \_\_\_\_\_ Misc. \_\_\_\_\_

Square Footage of Garage or Any Other Buildings Being Built \_\_\_\_\_

Number of bedrooms \_\_\_\_\_ Number of baths \_\_\_\_\_

Number of plumbing fixtures \_\_\_\_\_ Number of fireplaces \_\_\_\_\_

Estimated value of Project \_\_\_\_\_

**Utility Information:**

Public water (circle one) Town of Steilacoom Lakewood Water District

Size of Water Meter Needed \_\_\_\_\_

Sewer (circle one) Town of Steilacoom Other \_\_\_\_\_

Power Source (circle one) Town of Steilacoom Other \_\_\_\_\_

Size of Electrical Service Needed \_\_\_\_\_

**For Manufactured and Modular Homes:**

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Size \_\_\_\_\_ Space # \_\_\_\_\_

**For Commercial Projects:**

Project name \_\_\_\_\_ Inspection date \_\_\_\_\_

Inspection type \_\_\_\_\_ Inspection status \_\_\_\_\_

I hereby certify that I have read and examined this application and know the same to be true and correct. I further certify that I have read the Town of Steilacoom Builder's Packet and know that this submittal is in accordance with the information supplied therein. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Construction hours: 7 AM – 10 PM Mon-Fri; 8 AM – 5 PM Sat-Sun

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**LEGAL DESCRIPTIONS ARE AVAILABLE ON-LINE AT [www.piercecountywa.org](http://www.piercecountywa.org)**

Town of Steilacoom Use Only:

Plans Submitted

Plot Plan Submitted

Fee Paid \_\_\_\_\_

Permit Number \_\_\_\_\_



# PROPERTY OWNER

## ELECTRICAL WORK PERMIT APPLICATION

Permit expires one (1) year from purchase

**This is an application form it is not a valid permit until  
 you receive the actual permit from the department.**

To assist us in providing better service, please fill out the application paying particular attention to the following items:

1. Complete **all** sections of the form. (Zip Code is mandatory for the address of inspection.)
2. Provide a brief description of the installation & mark all appropriate items on the Fee Worksheet.
3. Provide **written driving directions** to the jobsite from the nearest main street, highway, or intersection.
4. Provide a phone number where we can contact you at during the day.
5. Make checks payable to the Department of Labor and Industries (L&I).
6. The property owner must sign this application.

Permits can also be purchased online at [www.elecinspect.lni.wa.gov](http://www.elecinspect.lni.wa.gov).

Property Owner's Name	Telephone Number	Fax Number
Owner's Mailing Address If Different from Address of Inspection (Street or PO Box Address, City, State & Zip)		
Email Address		
Address of Inspection (Street Address, City, State, & Zip Code)		
Is this property within city limits?	<input type="checkbox"/> Yes (If yes, please verify with the city to see if they perform their own electrical inspections) <input type="checkbox"/> No	
Electrical Power Company/Serving Utility (Contact the power company to see if they have additional requirements)		
Provide a description of electrical work being done		

As authorized under RCW 19.28.261, I, \_\_\_\_\_ hereby  
*(Name of property owner, renter, or lessee)*

apply for an exemption from the electrical licensing and certification requirements of chapter 19.28 RCW by submission of this affidavit.

**I do swear under penalty of perjury that I am the:**

**Must mark one**

- Owner of real property; **or**
- Renter or lessee of real property (**NOTE:** You must provide a copy of the rental or lease agreement showing you are allowed to perform electrical work on the property.);
- A nonprofit corporation that holds a current tax exempt status as provided under 26 U.S.C. Sec. 501(c)(3) or a nonprofit religious organization, and the total value of the electrical work does not exceed 30 thousand dollars.

**And**

**Must mark**

- I have not applied for this exemption within the past two years on a different property;

And the property is:

Must mark one

- A single family residence that **is not** intended for rent, sale, or lease **and** I will be personally doing the electrical work and I will occupy the residence for at least 24 months after completion of the electrical work;
- An **existing** 1, 2, 3, or 4 unit residential property that is intended for rent sale or lease and myself and/or a regularly scheduled and paid employee(s) will be doing the electrical work;
- A **new** 2, 3, or 4 unit residential property that is intended for rent, sale or lease and I, personally, and/or a regularly scheduled and paid employee(s) will be doing the electrical work and I will occupy one of the units for at least 24 months after completion of the electrical work;
- A farm **and** I, personally, and/or a regularly scheduled and paid employee(s) will be doing the electrical work;
- An **existing** place of business and I, personally, and/or a regularly scheduled and paid employee(s) will be doing the electrical work;
- A **new** place of business that is not intended for rent, sale, or lease and I, personally, and/or a regularly scheduled and paid employee(s) will be doing the electrical work; **or**
- Other property that is **not** intended for rent, sale, or lease **and** I, personally, and/or a regularly scheduled and paid employee(s) will be doing the electrical work (Describe the property).
- I am a nonprofit corporation that holds a current tax exempt status as provided under 26 U.S.C. Sec. 501(c)(3) or a nonprofit religious organization, and the total market value of the electrical work does not exceed 30 thousand dollars, and the electrical work will be performed by appropriately certified electricians or certified and supervised trainees who are volunteering and not being compensated for electrical work per RCW 19.28.091(7).

As such, I believe that I should be exempt from the requirements to obtain a license or use a certified electrician as provided under RCW 19.28.261.

I hereby certify that the statements on this affidavit are true and accurate. (See chapter 19.28 RCW and chapter 296-46B WAC for penalties for false statements or material misrepresentations.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Property Owner, Renter, or Lessee

**In the space below provide detailed written directions to the jobsite from the nearest main street, highway, or intersection.**

**Document 4** **Generating Facility Certificate of Completion**

Is the Generating Facility owner-installed? Yes \_\_\_\_\_ No \_\_\_\_\_

Interconnection Customer:

\_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Location of the Generating Facility (if different from above):

\_\_\_\_\_

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

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Electrician: \_\_\_\_\_

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

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

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

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

License number: \_\_\_\_\_

Date Approval to Install Facility granted by Town of Steilacoom: \_\_\_\_\_

Application ID number: \_\_\_\_\_

Inspection:

The Generating Facility has been installed and inspected in compliance with the local building/ electrical code of \_\_\_\_\_

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

\_\_\_\_\_

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

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



(Document 5) Net Energy Metering  
**Interconnection** Agreement Customer Owned  
**Fuel Cell, Solar, Wind,**  
**Biogas, Combined Heat and Power** or Hydropower  
Electric Generating **Facilities of 100 Kilowatts** or Less

This Net Energy Metering Interconnection Agreement is executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (hereinafter referred to as "Customer"), and the Town of Steilacoom (hereinafter referred to as "the Town"). Both parties, who may be herein further referred to collectively as "Parties" and individually as "Party", agree as follows:

1. CUSTOMER ELECTRIC GENERATING FACILITY

- A. Customer has elected, in accordance with RCW 80.60 et seq., to operate either a net energy metered fuel cell, facility that produces electricity and used and useful thermal energy from a common fuel source, or a facility that uses water, wind, solar energy, or biogas from animal waste as a fuel as set forth in chapter 80.60 RCW with a generating capacity of not more than one hundred (100) kilowatts, in parallel with the Town's distribution facilities. The customer's electric generating facility (Generating Facility) is intended to offset either part or all of the Customer's electrical requirements.
- B. The Town will not provide wheeling for Customer as generation from the net metering electrical Generating Facility will only be applied to consumption at the location of said electrical Generating Facility.
- C. Customer's Application for Net Metered Electrical Generation, including the location of the electrical generating installation facility and details on the electrical generating unit(s) is hereby incorporated into this agreement as Attachment A.
- D. The installation is identified by the Town with the following designators:  
Customer No. \_\_\_\_\_, Service No. \_\_\_\_\_
- E. A separate agreement shall be entered into for each Customer's electrical service location(s).
- F. The electrical generating system facility used by the Customer shall be located on the Customer's premises. It shall include all equipment necessary to meet applicable safety, power quality, and Interconnection requirements established by the National Electrical Code (Articles 690 and 705), National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, and the Town's Net Metering Interconnection Standards.
- G. The Town shall have the sole authority to determine which Interconnection requirements set forth herein are applicable to Customer's proposed Generating Facility.

## 2. PAYMENT FOR NET ENERGY

- A. The Town shall measure the electricity produced and consumed by the Customer during each billing period, in accordance with normal metering practices.
- B. If the electricity supplied by the Town exceeds the electricity generated by the Customer during the billing period, or any portion thereof, then the Customer shall be billed for the net electricity supplied by the Town together with the appropriate customer charge paid by other customers of the Town in the same rate class.
- C. If the electricity generated by the Customer during the billing period, or any portion thereof, exceeds the Customer's electricity usage, then the Customer shall be:
  - 1. billed for the appropriate customer service charge as other customers of the Town the same rate class; and
  - 2. credited for the net excess kilowatt-hours generated during the billing period, with this kilowatt-hour credit appearing on Customer's bill for the following billing period.
- D. On April 30th of each calendar year, any remaining unused kilowatt-hour credit accumulated by the Customer during the previous year shall be granted to the Town, without any compensation to the Customer.
- E. Customer shall pay any amount owing for electric service provided by the Town in accordance with applicable rates and policies. Nothing in this Section 2 shall limit the Town's rights under applicable Rate Schedules, Town Ordinances, Customer Service Policies, and General Provisions.

## 3. INTERRUPTION OR REDUCTION OF DELIVERIES

- A. The Town may require Customer to interrupt or reduce deliveries as follows:
  - 1. when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or
  - 2. if it determines that curtailment, interruption, or reduction is necessary because of emergencies, force or compliance with prudent electrical practices.
- B. Whenever possible, the Town shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.
- C. Notwithstanding any other provision of this Agreement, if at any time the Town determines that either:
  - a. the Generating Facility may endanger Town personnel, or
  - b. the continued operation of Customer's Generating Facility may endanger the integrity of the Town's electric system,

then the Town shall have the right to temporarily or permanently disconnect Customer's Generating Facility from the Town's electric system. Customer's Generating Facility shall remain disconnected until such time as the Town is satisfied that the condition(s) referenced in (a) of (b) of this section 3.C have been corrected.

#### 4. INTERCONNECTION

- A. Customer shall deliver the excess energy to the Town at the Town's meter.
- B. Customer shall pay for designing, installing, inspecting, operating, and maintaining the electric Generating Facility in accordance with all applicable laws and regulations and shall comply with the Town's Interconnection Standards set forth in Attachment B, which is attached hereto.
- C. Customer shall pay for the Town's standard watt-hour meter electrical hook-up, if not already present.
- D. Customer shall not commence parallel operation of the Generating Facility until written approval of the Interconnection facilities has been given by the Town. Such approval shall not be unreasonably withheld. The Town shall have the right to have representatives present at the initial testing of Customer's protective apparatus. Customer shall notify the Town when testing is to take place.

#### 5. MAINTENANCE AND PERMITS

Customer shall:

- 1. maintain the electric Generating Facility and Interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, the Town's Interconnection Standards, and
- 2. obtain any governmental authorizations and permits required for the construction and operation of the electric Generating Facility and Interconnection facilities, including electrical permit(s).
- 3. reimburse the Town for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility or failure to maintain Customer's Generating Facility as required in (1) of this Section 5.

#### 6. ACCESS TO PREMISES

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

- 1. inspect, with prior notice, at all reasonable hours, Customer's Generating Facility's protective devices;
- 2. read meter; and

3. disconnect at the Town's meter or transformer, without notice, the generating facilities if, in the Town's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or the Town's facilities, or property of others from damage or interference caused by Customer's electric generating facilities, or lack of properly operating protective devices or inability to inspect the same.

Town inspection or other action shall not constitute approval by the Town. The customer remains solely responsible for the safe and adequate operation of its facilities.

## 7. INDEMNITY AND LIABILITY

- A. The Customer assumes the risk of all damages, loss, cost and expense and agrees to indemnify the Town, its successors and assigns, and its respective directors, officers, employees and agents, from and against any and all claims, losses, costs, liabilities, damages and expenses including, but not limited to, reasonable attorney fees, resulting from or in Interconnection with performance of the agreement or which may occur or be sustained by the Town on account of any claim or action brought against the Town for any reason including by not limited to loss to the electrical system of the Customer caused by or arising out of an electrical disturbance.
- B. Such indemnity, protection, and hold harmless includes any demand, claim, suit or judgment for damages, death or bodily injury to all persons, including officers, employees or agents, and subcontractors of either Party hereto including payment made under or in Interconnection with any Worker's Compensation Law or under any plan for employees' disability and death benefits or property loss which may be caused or contributed to by the Interconnection, maintenance, operation, use, presence, or removal of Customer's equipment. The only exception will be liability occasioned by the sole negligence or willful misconduct of the Town or its employees acting within the scope of their employment and liability occasioned by a partial negligence of the Town or its employees acting within the scope of their employment to the extent that such partial liability is fixed by a court of competent jurisdiction.
- C. The provisions of 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.
- D. The Town shall have no liability, ownership interest, control or responsibility for the Customer's Electric Generating Facility or its Interconnection with the Town's electric system, regardless of what the Town knows or should know about the Customer's Electric Generating Facility or its Interconnection.
- E. Customer recognizes that it is waiving immunity under Washington Industrial Insurance law, Title 51 RCW, and further agrees that this indemnification clause has been mutually negotiated. This indemnification shall extend to and include attorney's fees and the costs of establishing the right of indemnification hereunder in favor of the Town.

## 8. INDEPENDENT CONTRACTORS

The Parties hereto are independent contractors and shall not be deemed to be partners, joint ventures, employees, franchisees or franchisers, servants or agents of each other for any purpose whatsoever under or in Interconnection with this Agreement.

## 9. GOVERNING LAW, VENUE, AND ATTORNEY'S FEES

The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws (without reference to choice of law) of the State of Washington or any regulatory agency of competent jurisdiction. The sole and exclusive venue of any legal action in regard to this Agreement shall be the Superior Court of Pierce County, Washington.

If litigation arises out of this Agreement, the substantially prevailing party shall be entitled to recover all reasonable legal expenses including, but not limited to, attorney fees, expert witness fees, and travel and lodging expenses at trial and the appellate court level.

## 10. FUTURE MODIFICATION OR EXPANSION

Any future modification or expansion of the Customer owned Generating Facility will require an engineering review and approval by the Town. The Town reserves the right to require the Customer, at Customer's expense, to provide modifications or additions to existing electrical devices including, but not limited to protection device and meters, in the event of changes to government or industry regulation and/or standards.

## 11. AMENDMENTS, MODIFICATIONS OR WAIVER

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or waiver of the breach of any other term or covenant unless such waiver is in writing.

## 12. ASSIGNMENT

The Customer shall not assign its rights under this Agreement without the express written consent of the Town. The Town may impose reasonable conditions on any such assignment to ensure that all of Customer's obligations under this Agreement are met and that none of Customer's obligations under this Agreement are transferred to the Town as a result of default, bankruptcy, or any other cause.

## 13. APPENDICES

The Agreement includes the following appendices attached and incorporated by reference:

Document 1: Application for Interconnecting a Generating Facility

Document 4: Generating Facility Certificate of Completion

14. NOTICES

All written notices shall be directed as follows:

Customer:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip

The Town:

Town of Steilacoom

Name

1030 Roe Street

Address

Steilacoom, WA 98388-4010

City, State & Zip

Customer notices to the Town, pursuant to this Section 15, shall refer to the Service Address set forth in Document 1, Application for Interconnecting a Generating Facility.

15. TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Customer and the Town and shall remain in effect thereafter month to month unless terminated by either Party on thirty (30) days' prior written notice.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives.

This Agreement is effective as of the last date set forth below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

TOWN OF STEILACOOM OF  
PIERCE COUNTY, WASHINGTON

By \_\_\_\_\_  
"Customer"

By \_\_\_\_\_  
"the Town"