



RENEWABLE NET METERING & INTERCONNECTION AGREEMENT

This Net Metering and Interconnection Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 2016, by the City of Santa Clara, a municipal corporation and political subdivision of the State of Utah herein referred to as the “City” and _____, herein referred to as the “Customer” located at _____, Santa Clara, Utah, 84765.

RECITALS

WHEREAS the City Council of the City of Santa Clara adopted the Renewable Net Metering & Interconnection agreement Policy (“Net Metering Policy”), effective February 24, 2016, to encourage and regulate the orderly installation and maintenance of parallel renewable energy systems interconnected with the City’s existing electric distribution system;

WHEREAS, pursuant to the City’s Net Metering Policy, Customer wishes to install, operate, and maintain a renewable energy net metering facility, no greater than 8 kilowatts, interconnected with the City’s existing electric distribution system;

WHEREAS, the City intends to credit against customers total electric energy usage that portion supplies by the Customer’s own renewable energy net metering facility; and

WHEREAS, customer wishes to sell and the City wishes to purchase an excess energy produced by the Customer’s renewable energy net metering facility;

AGREEMENT

NOW, THEREFORE, the parties mutually agree and covenant as follows:

1. Renewable Energy Net Metering Facility:

Customer’s renewable energy net metering facility (the “Facility”) shall mean the generating facility described in Exhibit A attached hereto. The Facility shall consist of a solar (Photovoltaic) generating facility located on the Customer’s premises, that is interconnected with and operates in parallel with the City’s electric transmission and distribution facilities, and is intended to primarily to offset part of all of the Customer’s own electrical requirements. The design, installation, and operation of the Facility shall comply in all aspects with the City’s Net Metering Policy. Customer shall be responsible for the design, installation and operation of the Facility and for obtaining and maintaining all required permits and approvals as well as payments of all applicable fees related thereto. This Agreement is applicable only to the renewable energy net metering facility described in Exhibit A and Customer shall not make any modification to the Facility without the prior written consent of the City.

2. Term: **Initial:** _____
This Agreement shall commence on the date established above and shall remain in effect until terminated by either party upon thirty (30) days prior written notice, provided, however, that this Agreement will terminate automatically upon:

- a. Any change of ownership of Customer, if Customer is not an individual;
- b. Any change in ownership of the Facility or the premises upon which the Facility is located;
- c. Any change in the location of the Facility; or
- d. Removal of the Customer from the utility account associated with the Facility.

The City reserves the right to review, modify, or amend this Policy at a minimum of every three (3) years. The City reserves the right to modify or amend the Solar Reliability Charge (SRC), and/or the Renewable Power Rate, as described in Exhibit B, at any time during the contract period, upon thirty (30) days written notice to the Customer.

3. Definition of Net Energy:
Net Energy is the difference between electrical energy consumed by the Customer from the City's electric distribution system and the electrical energy generated by the Customer and fed back into the City's electric distribution system.

4. Measurement of Net Energy:
Bi-direction metering equipment ("Net Meter") shall be installed to measure the flow of electrical energy in each direction. The bi-directional metering equipment shall be installed at the Customer's expense. The bi-directional metering equipment shall be used to provide information necessary to accurately bill or credit Customer and to collect electrical generating system performance information for research purposes.

A Production Meter will also be installed by the City, at the City's expense, near the bi-direction meter. The Production Meter shall be used to measure the flow of electrical energy from the Facility for research purposes and determining total usage of the connection.

5. Purchase of Energy and Payment:

- A. The City shall measure the net energy produced or consumed by the Customer during each billing period, in accordance with normal metering practices.
- B. If the energy supplied by the City exceeds the electricity generated by the Customer and fed back to the City during the billing period, or any portion thereof, then the customer shall be billed for:
 - i. The net energy supplied to Customer by the City's electric distribution system; and
 - ii. The appropriate customer base charge paid by other customers of the City in the same rate class; and
 - iii. The monthly Solar Reliability Charge as described in Exhibit B.

- C. If the energy generated by Customer and distributed back to the City's electric distribution system during the billing period, or any portion thereof, exceeds the energy supplied to the Customer by the City's electric distribution system, then the customer shall be:
 - i. Billed for the appropriate customer service charge as other customers of the City in the same rate class; and
 - ii. Credit for the net excess kWh's generated during the billing period at the Renewable Power Rate as described in Exhibit B, with this kWh credit appearing on Customer's bill for the following billing period.
 - D. The City will purchase a Customer's excess kWh credit in the last billing cycle of the fiscal year by crediting the Customer at the Renewable Power Rate Available as defined in the Renewable Net Metering Program.
 - E. If a home with a Renewable Resource is sold, any remaining credits will be applied to the electrical billing for kWh consumption with any remaining unused credits above the total billing will be paid to the customer at the Renewable Power Rate Available within thirty (30) days.
 - F. Net Metering credit shall only be applied to offset part of all of the Customer's own electrical requirements at a single metering point exclusively. Net Metering credit shall not be applied to multiple meters owned by a single Customer at separate locations.
 - G. This agreement may not be signed by a person who is not both the City's electric Customer and the owner of the renewable energy net metering facility.
6. Interconnection:
Customer shall provide the electrical interconnection on its side of the bi-directional metering equipment in accordance with the City's Net Metering Policy. The City may make such modifications to the City's system as are reasonably necessary to accommodate the Facility in accordance with the City's Net Metering Policy. The cost for such modifications will be due in advance of construction. Customer shall ensure at its own expense that the Facility includes all equipment necessary to meet applicable safety, power quality and interconnection requirements established by the City's Net Metering Policy, as may be amended from time to time by other applicable City policies and ordinances, by applicable state law and by the National Electric Code ("NEC"), National Electric Safety Code ("NESC"), the Institute of Electrical and Electronic Engineers, Inc. ("IEEE") – standard 1547 for Interconnecting Distributed Resource with Electric Power Systems and Underwriters Laboratories Inc. ("UL") – standard 1741, Inverters, Converters and Controllers for use in Independent Power Systems. Customer shall not commence parallel operation of the Facility until the City has inspected the Facility, including all interconnection equipment and issued a written approval in accordance with the City's Net Metering Policy, which includes a stipulated start time and following which operations in parallel are permitted.
7. Disconnect Device:
Customer shall furnish and install, on its side of the bi-directional metering equipment a safety disconnect device capable of fully disconnecting and isolating the Facility from the City's electric distribution system. The disconnect device shall be located adjacent to the City's bi-directional metering equipment or other location approved by the City and shall be of the visible break type

in a metal enclosure that can be secured by a padlock. The disconnect device shall be accessible to the City's personnel at all times and shall conform to the National Electric Code Standards. The City shall have the right to disconnect the Facility from the City's electric distribution system when necessary to maintain safe and reliable electrical operation condition or if in the City's sole judgement, the Facility at any time adversely affects the operation of the City's electric distribution system or the quality and reliability of the City's service to other customers. The City shall have the right to require that the Facility remain disconnected until such time as the City determines, in the sole discretion, that the condition(s) required the disconnection have ended or been corrected. The City shall have the option of requiring ongoing testing of disconnection equipment.

8. Operational Standards:

Customer shall furnish, install, operate and maintain in good order and repair, all without cost to the City, all equipment required for the safe operation of the Facility in parallel with the City's electric distribution system. This includes, but is not limited to, equipment necessary to:

- a. Establish and maintain automatic synchronism with the City's electric distribution system; and
- b. Automatically disconnect the Facility from the City's electrical distribution system in the event of overload or outage of the City's electrical distribution system.

The Facility must be designed to operate within allowable operating standards for the City's electric distribution system. The Facility must not adversely affect the quality or reliability of service provided to the City's other customers. The City shall have the right to periodically inspect the Facility.

9. Installation and Maintenance:

Except for the bi-directional and production metering equipment owned by the City, all equipment on Customer's side of the delivery point, including the required disconnect device, shall be provided and maintained in satisfactory operating condition by Customer and shall remain the property and responsibility of the Customer. The City will bear no responsibility for the installation or maintenance of Customer's equipment or for any damage to property as a result of any failure or malfunction thereof. The City shall not be liable, directly or indirectly for permitting or continuing to allow the interconnection of the Facility or for the acts or omission of Customer or the failure or malfunction of any equipment of Customer that causes loss or injury, including death, to any party.

10. Indemnity and Liability:

Customer shall defend, hold harmless, and indemnify the City and its directors, officers, employees and agents against any and all loss, liability, damage, claim, cost charge, demand or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense including attorney's fees) for injury or death to persons, including employees of the City and Customer or damage to property, including property of the city and Customer, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Facility or (b) the making of placements, additions, betterment of or reconstruction of the Facility. Customer's duty to indemnify the City hereunder shall not extend to loss, liability, damage, claim, cost charge,

demand, or expense resulting from interruptions in electrical service to the City's customers other than the Customer or resulting from the negligent, willful, or intentional acts of the City.

11. Pre-Operation Inspection:

Prior to interconnection, the Facility and associated interconnection equipment must be inspected and approved by the City and by any other governmental authority having jurisdiction.

12. Access:

Authorized City employees shall have the right to enter upon Customer's property at any time for the purposes of inspection and/or operating the disconnect device and meters or making additional tests concerning the operation and accuracy of the City's meters.

13. Merger:

This agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes any prior such agreements. There are no other agreements, written or oral, except as specifically provided herein.

The City reserves the right to modify or amend this Net Metering Agreement, the City's avoided cost rate, the Renewable Power Rate or the Solar Reliability Charge, upon reasonable advance notice to the Customer (30 days).

14. Governing Law and Venue:

This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve the cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

15. Notices:

All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

City of Santa Clara
ATTN: City Attorney
2603 Santa Clara Drive
Santa Clara, UT 84765

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless either party of a change of address gives written notice.

16. Counterparts:

This Agreement may be executed in counterparts each of which shall be an original and shall constitute one of the same agreements.

17. Application Provisions:

The City shall make Net Metering available to eligible Customers on a first-come, first-served basis. Single or multiple Net Metering connections to a City owned transformer, which create an

"EXHIBIT A"
NET METERING AND INTERCONNECTION AGREEMENT

SECTION 1 – CUSTOMER INFORMATION

Name: _____
Owner Address: _____
City, State, Zip: _____
Mailing Address (if different): _____
Phone: (_____) _____ Mobile: (_____) _____
Email: _____

SECTION 2 – NET METERING FACILITY INFORMATION

System Type: Solar (PV)
Generator Size (kW AC): _____
Inverter Manufacturer: _____ Model #: _____
Inverter Serial #: _____ Inverter Power Rating: _____
Inverter Location: _____

SECTION 3 – INSTALLATION INFORMATION

Licensed Electrician: _____ Contractor #: _____
Electrician Address: _____
City, State, Zip: _____
Phone: (_____) _____ Mobile: (_____) _____
Email: _____

SECTION 4 – CERTIFICATIONS

The Facility has been installed to my satisfaction and I have been given Facility warranty information and an operations manual. I have been instructed regarding the properly operation of the Facility and associated equipment. In addition, the installation has received all necessary local, state and federal approvals and certifications.

Signed (Owner): _____ Date: _____

Stipulated Start-up Date: _____

“EXHIBIT B”
SOLAR RELIABILITY CHARGE & RENEWABLE POWER RATE

Solar Reliability Charge

The Solar Reliability Charge reflects both the Customer solar PV system inverter’s continuous AC name plate rated kW capacity, and the cost per kilowatt-hour (kWh) for Santa Clara City to meet the full power demand of net-metered customers. First, the Customer’s estimated monthly kWh solar generation is calculated by multiplying the total kW capacity of the Customer’s system times 149 kWh (estimated average solar generation per kW capacity per month in Santa Clara). Second, Santa Clara City Utility determines its cost per kWh by dividing its total operation expense by the total kWh it purchases during a given period. The Customer’s Solar Reliability Charge is then calculated by multiplying the Customer’s estimated monthly kWh solar generation, times the City’s cost per kWh. Both the estimated average solar generation per kW capacity per month for Santa Clara, and Santa Clara’s per kWh cost will be reviewed annually and adjusted by the City as needed.

For example only:

kW Size	Monthly kWh * Charge	SRC	<i>To find your SRC charge, take the total kW installed and multiply by 149 kWh, to get your total estimated kWh solar generation per month. Then multiply by the City’s per kWh cost of \$0.0272. In this example, the Solar Reliability Charge is \$4.05 per kW capacity.</i>
1 kW	1 * 149 = 149 kWh * \$0.0272 =	\$ 4.05	
2 kW	2 * 149 = 298 kWh * \$0.0272 =	\$ 8.10	
3 kW	3 * 149 = 447 kWh * \$0.0272 =	\$12.15	
4 kW	4 * 149 = 596 kWh * \$0.0272 =	\$16.20	
5 kW	5 * 149 = 745 kWh * \$0.0272 =	\$20.25	
6 kW	6 * 149 = 894 kWh * \$0.0272 =	\$24.30	
7 kW	7 * 149 = 1,043 kWh * \$0.0272 =	\$28.35	
8 kW	8 * 149 = 1,192 kWh * \$0.0272 =	\$32.40	

Renewable Power Rate

The renewable power rate is calculated from the weighted average cost of power Santa Clara City receives from its’ energy sources. Additionally, the rate includes the cost of transmission, schedule, and reserves and factors in the Solar Reliability Charge. The renewable power rate will be review annually and adjusted by the City as needed.

Santa Clara’s Renewable Power Rate is \$.06 per kWh.