



NET METERING AND INTERCONNECTION AGREEMENT

(Net Metering Facility with Maximum Output Capacity of Twenty-Five (25) kW or Less)

This Net Metering and Interconnection Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 20____, by the City of Lehi, a municipal corporation and political subdivision of the State of Utah (the “City”) and _____ (“Customer”) located at _____ Lehi, Utah.

RECITALS

WHEREAS the City of Lehi adopted the Net Metering Pilot Policy #02-09 to encourage and regulate the orderly establishment 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 establish, operate, and maintain a renewable energy net metering facility interconnected with the City’s existing electric distribution system;

WHEREAS, the City intends to credit against customer’s total electric energy usage that portion supplied by the Customer’s own 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 or wind generating facility with a maximum output capacity of ten (10) kilowatts (kW) that is 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 primarily to offset part or 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 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: 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,
 - b. Any change in ownership of the Facility or the premises upon which the Facility is located, or

- c. Any change in the location of the Facility
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 shall be installed to measure the flow of electrical energy in each direction. The bi-directional metering equipment shall be installed at the City'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.
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 the net energy supplied to Customer by the City's electric distribution system together with the appropriate customer charge paid by other customers of the City in the same rate class.
 - 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. Credited for the net excess kilowatt-hours (kWh) generated during the billing period, with this kWh credit appearing on Customer's bill for the following billing period.
 - d. If at the end of a minimum twelve (12) month period, there is an unused kWh credit accumulated by Customer, it will be zeroed out with no further liability to the City.
 - e. Customer shall pay any amount owing for electric service provided by the City in accordance with applicable rates and policies. Nothing in this Section shall limit the City's rights under applicable Rate Schedules, City Ordinances, Customer Service Policies, and General Provisions.
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, National Electric Safety Code and the Institute of Electrical and Electrical Engineers and Underwriters Laboratories. 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 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 operating conditions or if in the City's sole judgment, 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) requiring the disconnection have ended or been corrected. The City shall have the option of requiring ongoing testing of disconnection equipment.
8. Operational Standards: Customers 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 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 omissions 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 to 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 the interruptions in electrical service to the City's customers other than 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 and 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. This Agreement may not be modified except in writing signed by both parties.
14. Assignment: This Agreement may not be assigned by Customer in whole or in part without the prior written consent of the city, which consent may be granted or withheld at the City's sole and absolute discretion.
15. Relationship of the Parties: Nothing in the Agreement shall be construed to imply a joint venture or partnership between the parties.
16. 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.



**“EXHIBIT A”
NET METERING AND INTERCONNECTION AGREEMENT**

SECTION 1 CUSTOMER INFORMATION

Name: _____

Utility Customer Account Number (from the utility bill): _____

Mailing Address: _____

Physical Address: (If different from above)

Daytime Phone: _____ Evening Phone: _____

Email Address: _____

SECTION 2 NET METERING FACILITY INFORMATION

SYSTEM TYPE **Solar (PV)**

Generator Size (kW AC): _____

Inverter Manufacturer: _____ Inverter Model: _____

Inverter Serial Number: _____ Inverter Power Rating: _____

Inverter location: _____

SECTION 3 INSTALLATION INFORMATION

Licensed Electrician: _____ Contractor # _____

Mailing Address _____

Daytime Phone: _____ Evening Phone: _____

SECTION 4: CERTIFICATION(S)

1. The Facilities inverter meets the requirements of IEEE 929-2000, “Recommended Practice for Utility Interface and Photovoltaic (PV) Systems” and Underwriters Laboratories (UL) Subject 1741, “Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems”; and the National Electric Code (NEC), article 705.

Signed (Equipment Vendor)_____ Date_____

Name (Printed): _____ Company:

2. 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 proper 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:_____