

# City of Blanding

## NET METERING PROGRAM INTERCONNECTION & SERVICE AGREEMENT For Customer-Owned, Grid Connected Electric Generation Systems of 10kW or Less

This NET METERING PROGRAM INTERCONNECTION & SERVICE AGREEMENT ("Agreement") is between \_\_\_\_\_ ("Customer") and CITY OF BLANDING ("City"). Customer and City may be referred to collectively herein as "Parties" and individually as "Party".

### 1. CUSTOMER ELECTRIC GENERATING SYSTEM

- 1.1. Customer's Application for Net Metered Electric Generation, including the location of the Electric Generation System installation and details on the electrical generating unit(s), for Net Metered Electric Generation is hereby incorporated into this agreement as Appendix A.
- 1.2. Customer has elected, in accordance with the City Net Metering Policies set by the Blanding City Council, to operate, at their own expense, a Net Metered Electric Generation System using either a solar, wind or hydro powered electric generation system, with a generating capacity of not more than ten kilowatts (10 kW) aggregated at the service interconnection point, in parallel with the City's electrical system. This generation system is intended to offset either part or all of the Customer's electricity requirements.
- 1.3. A separate agreement shall be entered into for each electrical service location of Customer.
- 1.4. The Electric Generation System 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 latest revisions of National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and any applicable federal, state, and local agencies.
- 1.5. The City shall have the sole authority to determine which interconnection requirements set forth herein are applicable to Customer's proposed installation.

### 2. TERMS OF NET METERING BILLING AND ENERGY CREDITING

- 2.1. The City shall measure the net electricity produced or consumed by the Customer during each billing period, in accordance with the City's normal metering practices.
- 2.2. If the electricity supplied by the City exceeds the electricity generated by the Customer, then the Customer shall be billed and pay for the net electricity supplied by the City at the rate and with the same customer charge(s) paid by other like customers of the City absent the Net Metering Program.
- 2.3. If the electricity generated by the Customer exceeds the electricity consumed by the Customer and is distributed back to the City during the billing period, then the Customer shall be billed and pay for the same customer service charge(s) as are applied to other like customers of the City absent the Net Metering Program; however, the Customer's account shall be 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. The kilowatt-hour credit shall be calculated using the total number excess kilowatt-hours generated for the month multiplied by the City's Low Load per kilowatt-hour cost or the rate established by the City Council at the time. Credits on the Customer's account may only be applied toward kilowatt-hour usage, not toward customer service charges. The Customer further agrees that any and all of the kilowatt-hour electric energy credit remaining on the account at the time of the Customer's April billing each year shall be set to zero, without further liability to the City.

### 3. INTERRUPTION OR REDUCTION OF DELIVERIES

- 3.1. The City may require Customer to interrupt or reduce deliveries from the Customer's Electric Generation System as follows: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any part of either the City's or the Customer's equipment or electrical system; or (b) if

the City determines that curtailment, interruption, or reduction is necessary because of emergencies, or compliance with good electrical practices as determined by the City.

- 3.2. To the extent reasonably practicable, the City shall give Customer notice of possible planned interruption or reduction of deliveries.
- 3.3. Notwithstanding any other provision of this Agreement, if at any time the City determines that either (a) the Customer's Electric Generation System may endanger the City personnel; or (b) the continued operation of Customer's Electric Generation System may endanger the integrity of the City's electric system, then the City shall have the right to disconnect Customer's Electric Generation System from the City's electric system. Customer's Electric Generation System shall remain disconnected until such time as the City is satisfied that the condition(s) that caused the problems referenced in (a) or (b) of this section 3.3 have been corrected.

#### **4. INTERCONNECTION**

- 4.1. Customer shall comply with the City's Net Metering Program Application & Compliance Form set forth in Appendix A and the interconnection requirements set forth in Section 1, Paragraph 1.4. and shall pay for designing, installing, inspecting, operating, and maintaining the Customer's Electric Generation System in accordance with all applicable laws and regulations.
- 4.2. Customer shall deliver the excess energy to the City at the Customer's premises. The City will install and maintain a revenue meter capable of registering the bi-directional flow of electricity at the Customer's premises at a level of accuracy that meets all applicable standards, regulations and statutes (Customer may, at its option, pay the additional costs for the City to install a dual-registering meter capable of separately measuring and recording both delivered and received kilowatt-hours). Any meters installed on the Customer's premises shall remain the property of the City.
- 4.3. Customer shall pay for any non-standard electrical hook-up.
- 4.4. Customer shall not commence parallel operation of the Customer's Electric Generation System until; (a) this Agreement has been executed by the parties; (b) the system has been tested; and (c) written approval for the interconnection, as set forth in Appendix B of this Agreement (an executed "Net Metering Program Authorization for Interconnection Form"), has been given to the Customer by the City. Such approval shall not be unreasonably withheld. The City shall have the right to have representatives present at the initial testing of Customer's protective apparatus and may perform (at its own expense) whatever testing of the Customer's system the City deems necessary. The Customer shall notify the City of its intent to test the generating system not less than two (2) working days prior to the scheduled test.
- 4.5. Once in operation, Customer shall make no changes or modifications in the equipment, wiring, or the mode of operation of the Customer's Electric Generation System without prior written approval from the City.

#### **5. MAINTENANCE AND PERMITS**

Customer shall (a) maintain the electric generating system and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations; (b) obtain any governmental authorizations and permits required for the construction and operation of the Customer's Electric Generation System and interconnection facilities, including an electrical permit; and (c) reimburse the City for any and all losses, damages, claims, penalties, or liability incurred by the City as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer's Electric Generation System or failure to maintain the Customer's Electric Generation System as required by law or this Section.

#### **6. ACCESS TO PREMISES**

The City may enter Customer's premises or property (a) to inspect, with prior notice, at all reasonable hours Customer's protective devices; (b) to access and read the City's meter at any time without notice; and (c) to disconnect the interconnection facilities at the City's meter or transformer, without notice, if, in the City's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, the City's facilities, or property of others from damage or interference caused by Customer's Electric Generation System, or lack of properly operating protective devices or inability to inspect the same.

**7. INDEMNITY, LIABILITY AND INSURANCE**

7.1 The Customer hereby indemnifies and agrees to hold harmless and release the City and its elected officials, officers, employees and agents and each of the heirs, personal representatives, successors and assigns of any of the foregoing (collectively, the "Indemnitees") from and against any and all losses, claims, damages, costs, demands, fines, judgements, penalties, obligations, payments and liabilities, together with any costs and expenses (including without limitation attorneys' fees and out-of-pocket expenses and investigation expenses) incurred in connection with any of the foregoing, resulting from, relating to or arising out of or in connection with: (a) any failure or abnormality in the operation the Customer's Electric Generation System or any related equipment; (b) any failure of the Customer to comply with the standards, specifications, or requirements referenced in this Agreement (including Appendices hereto) which results in abnormal voltages or voltage fluctuations, abnormal changes in the harmonic content of the generating facility output, single phasing, or any other abnormality related to the quantity or quality of the power produced by the Customer's Electric Generation System; (c) any failure of the Customer duly to perform or observe any term, provision, covenant, agreement or condition hereunder to be performed by or on behalf of the Customer; or (d) any negligence or intentional misconduct of Customer related to operation of the Customer's Electric Generation System or any associated equipment or wiring.

7.2 Customer shall maintain in full force and effect, general liability insurance for personal injury and property damage of at least ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per occurrence for the duration of this Agreement. A homeowner's policy providing at least this minimum amount of coverage is acceptable to meet this insurance requirement. The Customer shall submit an acceptable Certificate of Insurance with the Customer's "Net Metering Program Application and Compliance Form" and shall provide the City with copies of renewal certificates to satisfy this insurance requirement.

**8. FORCE MAJEURE**

The City shall not be liable to the Customer for, or be considered to be in breach of or default under this Agreement because of, any failure or delay in performance by the City under this Agreement to the extent such failure or delay is caused by or results from any such cause or condition which is beyond the City's reasonable control, or which the City is unable to prevent or overcome by exercise of reasonable diligence (any such cause or condition, a "Force Majeure"), including breach of contract or failure of performance by any person providing services to the City which the City intended to use in its performance under this Agreement.

**9. INDEPENDENT CONTRACTORS**

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

**10. ASSIGNMENT; BINDING AGREEMENT**

The Customer shall not assign its rights under this Agreement to any other Party without the express written consent of the City. The City 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 are transferred to the City as a result of default, bankruptcy, or any other cause.

**11. NO THIRD PARTY BENEFICIARIES**

Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third Party.

**12. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement of the Parties and supersedes any and all prior agreements with respect to the subject matter of this Agreement. The rights and obligations of the Parties hereunder shall

be subject to and governed by this Agreement.

**13. GOVERNING LAW;**

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). Any action involving a dispute under this Agreement shall be brought in the Seventh Judicial District Court of Utah, San Juan County.

**14. RULES OF CONSTRUCTION; STATUTORY REFERENCES**

No provision of this Agreement shall be construed in favor of or against either of the Parties hereto by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which such provision or any other provision or provisions of this Agreement is or are inconsistent with any prior draft thereof. Any reference to statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

**15. AMENDMENT, 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.

**16. NOTICES AND OTHER COMMUNICATIONS**

Notice Methods and Addresses. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be given in writing either (a) by personal delivery; (b) by United States postal service, postage prepaid, registered or certified mail, return receipt requested; (c) by facsimile transmission, using facsimile equipment providing written confirmation of successfully completed transmission to the receiving facsimile number. All notices to either Party shall be made to the addresses set forth below. Any notice shall be deemed to have been given on the date delivered, if delivered personally, by overnight air courier service or by facsimile transmission; or, if mailed, shall be deemed to have been given on the date shown on the return receipt as the date of delivery or the date on which the United States postal service certified that it was unable to deliver, whichever is applicable.

**City of Blanding:**

**Customer:**

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

50 West 100 South  
Blanding, Utah 84107  
(435) 678-2791  
(435) 678-3312 Fax

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

Tel: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

**17. APPENDIX**

This Agreement includes the following Appendices attached hereto and incorporated by reference:

**Appendix A:** Net Metering Program Application & Compliance Form

**Appendix B:** Net Metering Program Authorization For Interconnection Form

**18. TERM OF AGREEMENT**

This Agreement shall be and remain in effect until terminated by either Party on thirty (30) days prior written notice. The Customer's Electric Generation System or the Customer may be disconnected from the City's electric system at any time, without notice, if it is considered unsafe or, in the City's opinion is having an adverse impact on the City's electrical system or other existing customers.

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

**CUSTOMER**

**CITY OF BLANDING**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**City of Blanding**  
**NET METERING PROGRAM APPLICATION AND COMPLIANCE FORM**  
**For Installation of Customer-Owned, Grid Connected**  
**Electric Generation Systems of 10kW or Less**

(Appendix A to Net Metering Program Interconnection & Service Agreement)

<b>A. Applicant Information</b>			
Name:			
Electric Account No:			
Mailing Address:			Zip Code:
Installation Address (if different from above) :			Zip Code:
Daytime Phone: (    )		Fax: (    )	
<b>B. Electric System Information</b>			
1. Identify Type of System: <input checked="" type="checkbox"/> Solar PV <input type="checkbox"/> Wind <input type="checkbox"/> Hydro			
2. Site Location of System on Property:			
3. System Description			
Manufacturer:		Type/Style:	
4. Nameplate Data			
Voltage & Frequency:		Maximum kW Output:	
5. Inverter Data			
Manufacturer & Model #:			
Inverter Power Rating:			
Inverter Location: <input type="checkbox"/> Indoor <input checked="" type="checkbox"/> Outdoor      Location at Property:			
Voltage & Frequency:			
<b>C. System Designer &amp; Installation Contractor Information</b> (if applicable)			
1. System Designer/Consultant			
Address:			Zip Code:
Phone: (    )		Fax: (    )	
2. Installation Contractor			
Address:			Zip Code:
Phone: (    )		Fax: (    )	
<b>D. Installation</b>			
Proposed Installation Date:			
<b>E. Interconnection Compliance &amp; Owner Acknowledgement</b>			
<ul style="list-style-type: none"> <li>• The electrical system referenced above shall include all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the latest revisions of National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and any applicable local and state agencies.</li> <li>• Customer shall be solely responsible for obtaining and complying with any and all necessary easements, licenses and permits, or exemptions, as may be required by any federal, state and local statutes, regulations, ordinances or other legal mandates.</li> <li>• The customer shall submit documentation to Murray City Power that the system has been inspected and approved by the City regarding electrical code requirements.</li> <li>• Customer shall not commence parallel operation of the generating system until written approval of the interconnection has been given by the City as set forth in Appendix B of the Net Metering Pilot Program Interconnection &amp; Service Agreement</li> </ul>			
Signed (Customer) :		Date: _____	

## **AUTHORIZATION**

(Appendix B to Net Metering Program Interconnection & Service Agreement)

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Installation Address

The Customer's Electric Generation System at the address listed above appears to comply with the requirements of the Net Metering Program Interconnection & Service Agreement. Therefore, the Customer is hereby authorized to connect the system to Blanding City's electrical system.

\_\_\_\_\_  
Authorized By (signature)

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

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date