

NET METERING AND INTERCONNECTION AGREEMENT
(Net Metering Facility with Maximum Output Capacity of Two Hundred-Fifty (250) kW or Less)

This Net Metering and Interconnection Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 2011, by the City of St. George a municipal corporation and political subdivision of the State of Utah (the “City”) and _____ (“Customer”) located at _____, St. George, UT 847____.

RECITALS

WHEREAS the City Council of the City of St. George adopted Energy Services Department Net Metering Policy #10.95, effective October 2005, (“Net Metering Policy”), 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; and

WHEREAS, customer wishes to sell and the City wishes to purchase any 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 with a maximum output capacity of two hundred fifty (250) 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. Continuous Operation: Customer agrees that the Facility will remain in continuous operation for five (5) years from the date of the commencement of operations. In the event that Customer discontinues Facility operations within the first five (5) years from the date of the commencement of operations, this Agreement will automatically terminate and Customer will be required to pay back to the City the value of any and all prorated credits and rebates received under the terms of this Agreement.
4. 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.
5. 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.
6. 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 twelve (12) month period, there is an unused kWh credit accumulated by Customer, it will be purchased by the City at a rate of \$.04 per kWh.
 - 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.
7. 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 Electronic 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.
8. 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.

9. 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.

10. 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.
11. 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 interruptions in electrical service to the City's customers other than Customer or resulting from the negligent, willful, or intentional acts of the City.

12. 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.
13. 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.
14. 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.
15. 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.
16. Relationship of the Parties: Nothing in the Agreement shall be construed to imply a joint venture or partnership between the parties.
17. 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.
18. Notices: All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

City of St. George
Attn: City Attorney
175 East 200 North
St. George, UT 84770

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 written notice is given by either party of a change of address.

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

WITNESS the hands and seals of the parties, the month, day and year first written above.

Property Owner/Customer

STATE OF UTAH)

ss.

County of Washington)

On the ____ day of _____ 2010, personally appeared before me, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed in the foregoing document and acknowledged before me that he/she signed it voluntarily for its stated purpose.

Notary Public

CITY OF ST. GEORGE

Daniel D. McArthur, Mayor

ATTEST:

Gay Cragun, City Recorded

Approved as to form:

Shawn M. Guzman, City Attorney

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

SECION 1 CUSTOMER INFORMAITON

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 INFOMRAITON

SYSTEM TYPE __X_ 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 1547-2008, “Standard for Interconnecting Distributed resources with Electric Power Systems” and Underwriters Laboratories (UL) Subject 1741, “Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources”; 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 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:_____