FILLMORE APPLICATION REQUIREMENTS FOR RENEWABLE ENERGY INTERCONNECTIONS TO CITY POWER

Please read thoroughly all of the following information. With the help of your Installation Contractor, fully complete the Building Permit Application, all supporting documents, and the FILLMORE City Net Metering Agreement and submit to the FILLMORE City Building Department for review and approval.

Required Documents:

1. Read and Agreed to Appendix 1 of this Application.
2. Read and Agreed to Appendix 2 of this Application.
3. Submit a Completed Building Permit Application.
4. Provide a Signed Renewable Energy Agreement.
5. All equipment, signage and installation practices must meet NEC codes 690 & 705.
6. One-page site map and system one-line diagram must accompany this application. This document must indicate the location of the solar electric modules, wind turbines, other renewable generating system, inverter, batteries (if any), lockable disconnect switch, and point of connection with the utility system. All electrical equipment specifications and calculations must be shown on the one-line. Any signs/labels should be shown with their respective calculated values.. The installation address, installer's name and telephone number must also be included.
7. All data sheets for the proposed equipment (solar panels, wind generators, inverters, cable, etc.) must be included in the application. For structure mounted equipment there shall be included a structural load design or other design information as applicable together with a letter from a structural engineer licensed in the State of Utah. Independent structures must submit plans for the structure.
8. Labels shall be phenolic where exposed to sunlight. Hand-written marker pen labeling is not allowed. Labels shall be red background with white lettering. Lettering must be at least 3/8" in height. Please see Appendix 2 for a complete list of labels.
9. The production meter shall be located on the exterior of the building near the inflow meter. In addition, the production meter socket, shall be a meter socket to house a meter approved by the Fillmore City Power Department.

APPENDIX 1

Customer uses more energy from the City

lf the energy supplied by the City exceeds the electricity generated by the Customer and fed back to the City during the billing period, or a portion thereof if during the first or last month of power service to Customer, 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 Base Rate Charge (paid by other customers of the City in the same rate class) as well as the $30.00 monthly Renewable Energy Reliability Charge (for access to power from the Fillmore City system when needed.

Customer produces more energy than it uses from the City

If in a given monthly billing period, a Customer supplies more electricity to the electric distribution system than the City delivers to the Customer, the City will credit the customer for the excess at the current Renewable Power Rate. The Customer is still responsible to pay the Base Rate Charge for their appropriate rate class and the base Renewable Energy Reliability Charge. If the credit for energy supplied to the City is greater than the Base Rate and the Renewable Energy Reliability Charge, the credit will be applied to their next billing period. Notwithstanding the foregoing, if the Customer uses no electricity from the City System in a given month then there will be no base monthly Renewable Energy Reliability Charge that month.

End of year credit

If a customer has a kWh credit at the end of the fiscal year (year ending in June), the City will issue a refund to the Customer for the kWh credit at the Renewable Power Rate then in effect within thirty (30) days of the end of the billing cycle.

Renewable Energy Reliability Charge

The Renewable Energy Reliability Charge reflects the City's charge for Fillmore City to meet the full power demand of net-metered customers when renewable enough renewable energy is not generated to meet the Customer’s full power usage.

Renewable Power Rate
Fillmore City's Renewable Power Rate is $ .04 per kWh and represents the price at which Fillmore City will purchase renewable power from a Customer.
.
Limits on Renewable Energy

Each home may install a maximum generation capacity of 5kW from renewable power sources.

Each Business may install a maximum generation capacity of 20 kW from renewable power

sources.

Overall the City has a total maximum generation capacity of 250 kW from all renewable power sources generating power within Fillmore City.

Appendix 2
Signs and Labels

The labels below have the following information: 1. The NEC Article, 2. The Required location in normal print and 3. The required wording in all caps or other information or action to be done..

690.5 (c)
Utility-interactive inverter, battery(enclosure
"WARNING: ELECTRIC SHOCK HAZARD IF A GROUND FAULT IS INDICATED, NORMALLY GROUNDED CONDUCTORS MAY BE UNGROUNDED AND ENERGIZED"

690.10 (c)
Single source systems only
"WARNING: SINGLE SOURCE 120 VOLT SUPPLY, DO NOT CONNECT MULTI-WIRE BRANCH CIRCUITS"

690.14 (c)(2)
AC & DC disconnects
"PHOTOVOLTAIC SYSTEM DC DISCONNECT" "PHOTOVOLTAIC SYSTEM AC DISCONNECT"

690.17
Placed on the disconnect from the solar panels to the PV system
"WARNING: ELECTRIC SHOCK HAZARD.
DO NOT TOUCH TERMINALS.
TERMINALS ON BOTH THE LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION."

690.35 (f)
For ungrounded systems. On each junction box, combiner box, and disconnect.
"WARNING: ELECTRICK SHOCK HAZARD. THE DC CONDUCTORSOF THIS PHOTOVOLTAIC SYSTEM ARE UNGROUNDED AND MY BE ENERGIZED."

690.53
DC disconnects.
This section must be completed if a main inverter system is being installed
"Operating current

Operating voltage
Maximum system voltage
Short circuit current
Maximum rated output current of the charge
controller (if used)

690.54

At the interactive points of interconnection, usually the main service

Rated AC output current
Normal operating AC voltage

690.56 (b)/705.10

At the electrical service and at the photovoltaic inverter if not located at the same location. Every effort should be made to have the inverter and AC & DC disconnect near the electrical service.

A directory providing the location of the service disconnect means and the photovoltaic system disconnecting means.

Utility Requirement

Back-fed panel boards, inverter output OCPD

"WARNING: INVERTER OUTPUT CONNECTION. DO NOT RELOCATE THIS OVERCURRENT DEVICE"

Utility Requirement
On conduit, raceways, enclosures, mark every 10', at turns, above or below penetrations
"CAUTION: SOLAR CIRCUIT" [or other circuit as appropriate]

Utility Requirement
Main electrical service.
"WARNING: MULTIPLE SOURCES OF POWER.
A PV SYSTEM IS PRESENT. DISCONNECT ALL POWER SOURCES BEFORE SERVICING"

RENEWABLE ENERGY
INTERCONNECTION AGREEMENT

This Net Metering and Interconnection Agreement ("Agreement") is made and entered into as of this day of , 20___, by the City of Fillmore, 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 _____Fillmore, Utah 84631.

RECITALS

WHEREAS the City Council of the City of Fillmore adopted the Renewable Energy Interconnection Policy ("Net Metering Policy"), effective March 21, 2017, to encourage and regulate the orderly installation and maintenance of parallel renewable energy systems interconnected with the City's exiting 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 5 kilowatts for a home or 20 kilowatts for a business or commercial , interconnected with the City's existing electric distribution system;

WHEREAS, the City intends to credit against customers total electric energy usage that potion 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 renewable energy 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. 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 Renewable Energy Reliability Charge and/or the Renewable Power Rate as described in the City's rates, 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. Normally for bi-directional meeting the city will require one meter to measure inflows from the City to the Customer and one meter to measure power production of the Customer flowing into the City System. Any other bi-directional metering equipment system must be approved by the City in writing before installation. 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.

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 Renewable Energy Reliability Charge of $30.00.

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;
ii. Given credit for the net excess kWh's generated during the billing period at the Renewable Power Rate $0. 04 per kWh, with this kWh credit appearing on Customer's bill for the following billing period; and
iii. The monthly Renewable Energy Reliability Charge of $30.00 unless no electricity
is used from the City Electric System in a given month.

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 Renewable Enery 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 Renewable Energy Metering Policy, as may be amended form 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. They City shall have the right to disconnect the Facility form 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 by 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, and related electric rates, fees and charges upon reasonable advance notice to the Customer of 30 days or more
.
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 Fourth 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:

Fillmore City
ATTN: City Recorder
75 W. Center
Fillmore, Utah 84631

Customer
By mailing to the address given above

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. The City reserves the right to restrict the amount of kW ("kilowatts") installed per connection, The maximum allowed for Residential Customers is 5 kW. Non-residential customers shall be allowed a maximum of 20kW. Commercial customers may face additional City requirements including an electric system impact study. Renewable Resource connection to transmission lines within the City are prohibited. Maximum renewable energy production capacity from Customers into the City System shall be 250 kW.

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

"EXHIBIT A"

NET METERING AND INTERCONNECTION AGREEMENT

SECTION 1— CUSTOMER INFORMATION

Name:
Owner Address:
City, State, Zip:
Mailing Address (if different):
Phone: ( ) Mobile: (1
Email:

SECTION 2 — NET METERING FACILITY INFORMATION

System Type: Solar (PV) or Other:
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: