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The City of Albion, Idaho

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225 South Main
P.O. Box 147
Albion, ID 83311

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**BEFORE THE CITY COUNCIL
OF CITY OF ALBION, IDAHO**

RESOLUTION NO. 2019-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ALBION, IDAHO ADOPTING THE AMENDED AND
REVISED MUNICIPAL ELECTRICAL NET METERING
POLICY AND NET METERING AGREEMENT FOR
INTERCONNECTION OF CUSTOMER OWNED NET
METERING FACILITIES WITH THE CITY'S
ELECTRICAL SYSTEM; AND PROVIDING AN
EFFECTIVE DATE.**

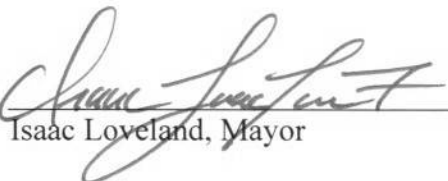
NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF ALBION, IDAHO hereby adopts the amended and revised Municipal Electrical Net Metering Policy and Net Metering Agreement for Interconnection of Customer Owned Net Metering Facilities with the City's Electrical System, as is on file in the City Clerk's Office, 225 South Main, Albion, Idaho, which documents, in red-lined form are attached to this resolution and are made a part hereof by reference, as the City of Albion's official policy on net metering interconnections of customer owned net metering facilities with the City's municipal electrical system.

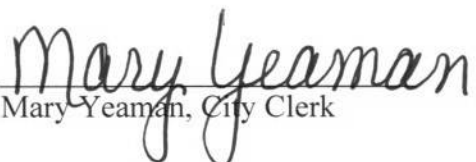
This Resolution No. 2019-01 shall be of full force and effect upon its execution by the Mayor and Clerk for the City of Albion.

APPROVED AND ADOPTED this 8th day January, 2019.

THE CITY OF ALBION, IDAHO

ATTEST:

By: 
Isaac Loveland, Mayor

By: 
Mary Yeaman, City Clerk

Net Metering Agreement

between

(Customer)

and

CITY OF ALBION, IDAHO

for

Interconnection of Customer-Owned

Net-Metering Facilities

of

Twenty-Five (25) Kilowatts Peak or Less Generating Capacity

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NET METERING AGREEMENT

This Interconnection Agreement for Net Energy Metering (“Agreement”) is entered into by and between _____ (“Customer”), and The City of Albion, Idaho (hereinafter “City”) sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.”

1. APPLICABILITY

This Agreement is applicable only to distribution Customers of the City who are Customers in good standing. Customer may not assign this Agreement or any right or obligation arising out of this Agreement, without the express written consent of City, and such consent shall not be unreasonably withheld. Customer must provide City with prompt written notice of any change of ownership of the Net Metering System and/or the real property upon which said system is located.

2. DESCRIPTION OF CUSTOMER’S NET-METERING SYSTEM

2.1 Customer has elected to interconnect and operate a Net Metering System, located on the Customer’s premises, parallel with the City’s electric distribution system.

- 2.2 Photovoltaic/Solar (“PV”) Array Rating: _____ KW
- Wind Turbine (WT) Rating: _____ KW
- Hydroelectric Turbine (HT) Rating: _____ KW
- Fuel Cell (FC) Rating: _____ KW
- Microturbine Rating _____ KW
- Generator Rating _____ KW
- Other: _____ KW

2.3 Customer’s Net Metering System Location:

(Street Address, City, State, Zip)

2.4 Customer’s Electric Service Map Location: _____
Account # _____

2.5 City’s Equipment Map Location: _____

2.6 Net Metering System will be ready for operation on or about: _____
(Date)

3. INTERRUPTION OR REDUCTION OF DELIVERIES

3.1 City shall not be obligated to accept and may require Customer to interrupt or reduce deliveries of available energy (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system, or (b) if it determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with good utility practices.

3.2 Whenever possible, the City shall give the Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

3.3 Notwithstanding any other provision of this Agreement, if at any time the City determines that either (a) the Net Metering System, or its operation, may endanger the City's personnel, or (b) the continued operation of Net Metering System may endanger the integrity of the City's system, the City shall have the right to disconnect the Net Metering System from the City's system. The Net Metering System shall remain disconnected until such time as the City is satisfied that the condition(s) referenced in (a) or (b) of this Section 3.1 have been corrected.

4. INTERCONNECTION

4.1 Customer shall deliver the available energy to the City at the meter located on the Customer's premises.

4.2 Customer shall not commence parallel operation of the Net Metering System until the City has provided written approval to the Customer. The City shall provide such written approval and shall install the required metering within fifteen (15) working days from City's final inspection of the Net Metering System. Such approval shall not be unreasonably withheld.

4.3 Customer shall bear all costs for an engineering review, inspection by the City, and any costs above standard residential metering. The City will provide the Customer with an itemized estimate of these charges. The Customer will be required to pay these charges before the City will authorize commencement of the engineering review on the project.

4.4 Customer will be invoiced for electrical service based upon the City's applicable standard rate schedule. Billing and payments for electrical or other service or fees will be governed by the City's applicable policies as approved by the City Council.

~~4.5 If the energy supplied to the City in a given billing cycle is greater than the energy consumed from the City, the Customer's account shall be credited with this amount of excess energy. At the end of each calendar year, all remaining unused credit will be relinquished to the City. When the Customer generates more energy than they use in a month, the Customer will be billed the appropriate monthly charges (monthly facility fee) and will then be credited for the net metering energy with a cumulative kilowatt-hour (kWh) credit on their bill. The~~

credit is applied to the energy used portion of the next month's bill. The credit will not apply to the monthly facility fee. All remaining unused credits will be expired on December 31 of each year.

4.6 The Customer shall, at its sole expense, conform, operate and maintain the generating facility known as the Net Metering System in accordance with all applicable codes and standards for safe and reliable operation. Among these are the National Electric Code ("NEC"), National Electrical Safety Code ("NESC"), the Institute of Electrical and Electronics Engineers ("IEEE") Standards, American National Standards Institute ("ANSI"), and Underwriters Laboratories ("UL") Standards, and local, state and federal building codes as well as City's electrical services requirements. The Customer shall strictly comply with the governing law and all applicable codes and standards, shall be responsible for all costs associated with such compliance, and shall obtain any permit(s) required by any applicable code or standard for the installation of the Net Metering System on Customer's property.

5. DESIGN REQUIREMENTS

5.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Net-metering System and shall obtain and maintain any required governmental authorizations and/or permits.

5.2 Customer shall comply with the requirements of the City's Net Metering Policy. A copy of such Policy is attached hereto as "Exhibit A" and is hereby incorporated herein by reference as though fully set forth, and with the provisions thereof being intended by the parties to be part of, and fully effective in, this Agreement.

6. MAINTENANCE AND PERMITS

Customer shall (a) maintain the generator and interconnection system in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to Section 5, and (b) obtain and provide copies to the City of any governmental authorizations and permits required for the construction and operation of the generator and interconnection system, including, but not limited to, electrical inspections. Customer shall reimburse the City for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Net Metering System.

7. ACCESS TO PREMISES

The City may enter the Customer's premises (a) to inspect Customer's protective devices and read or test meters, and (b) to disconnect, without notice, the Customer's Net Metering System if, in the City's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, the City's system, and/or property of others from damage or interference caused by Customer's Net Metering System or lack of properly operating protective devices.

8. INDEMNITY AND LIABILITY

8.1 Customer shall defend, hold harmless, and indemnify the City, and the Mayor, City Council Members, officers, employees, and agents of the City against and from 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 attorneys' fees) for injury or death to persons, including employees of the City and its agents, and damage to property, including property of the City and property of the agents of the City, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Customer's Net Metering System, or (b) the making of replacements, additions, improvements to, or reconstruction of the Customer's Net Metering System.

8.2 Either party may exercise any or all of its rights and remedies under this Agreement and Governing Law. City's liability for any action arising out of its activities relating to this Agreement or City's electric utility service shall be limited to repair or replacement of any non-operating or defective portion of City's electric utility system or facilities. Under no circumstance shall City be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages to any other party or entity.

8.3 The provisions of this Section 8 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

9. GOVERNING LAW

9.1 This Agreement and the City's Municipal Electrical policy shall be interpreted, governed, and construed under the laws of the State of Idaho as if executed and to be performed wholly within the State of Idaho.

9.2 In the event of litigation concerning this Agreement and accompanying policy, it is agreed that proper venue for such litigation shall be the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Cassia.

9.3 If a suit or action is instituted in connection with any controversy arising out of this policy, the prevailing party shall be entitled to recover costs and reasonable attorney fees

associated with the suit, in addition to costs, such sums as the court may adjudge reasonable as attorney fees, whether in initial litigation or upon appeal

9.4 To the extent permitted by law, the parties hereto agree to waive all right to a jury trial in any litigation arising from or related in any way to the Agreement and accompanying policy.

10. AMENDMENTS, 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 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 a waiver of the breach of any other term or covenant unless such waiver is in writing.

11. NOTICES

Any notice required under this Agreement shall be in writing and mailed or personally delivered to the Party at the address below. Written notice of any address changes shall be provided. All written notices shall refer to the Customer's Electric Account Number, as set forth in Section 2.4 of this Agreement. All written notices shall be directed as follows:

City: City Clerk
City of Albion, Idaho
P.O. Box 147
Albion, ID 83311

Customer: _____

12. TERM OF AGREEMENT/TERMINATION

This Agreement shall become effective as of the last date set forth in Section 14 and shall continue in full force and effect until terminated by either Party by providing 30-days prior written notice to the other Party in accordance with Section 11. This Agreement may be terminated prior to 30 days by agreement of both Parties. The City may terminate this Agreement for non-payment according to its ordinances, policies, and procedures.

13. SEVERABILITY

Should any part or provision of this Agreement be or become void, illegal, or unenforceable, the validity or enforceability of the other parts or provisions of the Agreement shall not be affected. The parties agree, however, to work together to find a solution to the void, illegal, or unenforceable provision(s) with legally enforceable clauses which correspond as closely as possible to the original purpose of the affected provisions and this Agreement as a whole.

14. SIGNATURES

The Parties to this Agreement hereby agree to have two originals of this Agreement executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

Customer

City of Albion, Idaho

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

Date: _____

Title: _____

Date: _____

CITY OF ALBION, IDAHO

MUNICIPAL ELECTRICAL POLICY

Net Metering Policy

I. Availability

Net Metering Service is available to Customers of City of Albion municipal electrical power system (hereinafter “City”), who own and operate power generation equipment (Net Metering System), subject to the conditions, definitions, provisions and requirements herein set forth.

II. Definitions

Excess Energy. Any electrical energy generated by the Net Metering System that is surplus to the simultaneous electrical usage of the Customer is termed “excess energy”. This electrical energy flows into the City’s system and is used to serve other Customers.

Net Metering. The measurement of the difference between the electricity supplied to an eligible Customer by the City and the electricity (1) generated by an eligible Customer’s metering facility and (2) fed back to the City’s system over the applicable billing period.

Net Metering System or Facility. A generating system or facility meeting the requirements as described below:

- (a) Uses solar, wind, microturbine, fuel cell, hydroelectric power or other generation resource approved by the City to generate electrical power;
- (b) Nameplate generating capacity of not more than twenty five (25) kilowatts;
- (c) Located on the Customer’ premises;
- (d) Interconnects and operates parallel with the City’s existing transmission and distribution system;
- (e) Intended to offset part or all of the Customer’s own electrical requirements.

III. General Provisions for Net Metering Service

Interconnection and Net Metering Service. The City shall allow interconnection of Net Metering Systems or facilities to its system. The City will install, at its own expense, standard residential metering. Any equipment required beyond the City’s standard residential metering will be charged to the Customer in accordance with applicable state and federal regulations.

Interconnection Requirements. A Net Metering System used by a Customer shall include, at the Customers expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), the Institute of Electrical and Electronic Engineers (IEEE), including but not limited to IEEE 1547, “Series of Interconnection Standards” and IEEE

EXHIBIT A

1547.1, “Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems” and Underwriters Laboratories (UL), and any other applicable standards.

Level of Net-Metering Generation. The City will honor requests for interconnection on a “first-come, first-serve basis” as net-metering capacity becomes available. Net metering capacity shall be determined in the sole discretion of the City Council.

Fees. Customers requesting net metering service will be charged a monthly facilities charge for the interconnection of net-metering facilities to the City’s system. Customer’s minimum monthly charge will be the current monthly facilities charge. The monthly facilities charge will be set by Resolution of the City Council to reflect the cost of service associated with net metering customers’ use of the City’s distribution system. Excess energy may not be credited against the monthly facilities charge. The Customer will be charged for any expenses associated with modifying the City’s system in order to interconnect the net-metering facility.

Crediting of Excess Energy. Any excess electrical energy generated by the Customer and supplied to the City’s system shall be credited to the Customer’s account that is connected to the Net Metering System.

IV. Monthly Billing for Net Metering Service

The monthly electric charge shall be computed in accordance with the applicable rate schedule. Net billed meters shall be read monthly by a City representative.

V. Special Conditions

~~(a) If the energy supplied to the City in a given billing cycle is greater than the energy consumed from the City, the Customer’s account shall be credited with this amount of excess energy. At the end of each calendar year, all remaining unused credit will be relinquished to the City.~~

(a) When the Customer generates more energy than they use in a month, the Customer will be billed the appropriate monthly charges (monthly facility fee) and will then be credited for the net metering energy with a cumulative kilowatt-hour (kWh) credit on their bill. The credit is applied to the energy used portion of the next month’s bill. The credit will not apply to the monthly facility fee. All remaining unused credits will be expired on December 31 of each year.

(b) The Customer is responsible for all costs associated with the Net Metering System and is also responsible for costs related to any modifications to the system or facility that may be required by the City for purposes of safety and reliability.

The Customer is responsible for all costs of the City to complete an engineering study before approval of the project. The engineering study will determine any necessary modifications to the City’s system for the connection of the Net Metering System. The Customer will be responsible for all costs associated with the necessary improvements. Before the City will

EXHIBIT A

commence work, if necessary, on the City's system, the Customer shall state in writing that all costs have been clearly explained and the expenditures are authorized.

(c) The Net Metering System shall be interconnected to the City's system through a static inverter that complies with the "Interconnection Requirements".

(d) The owner of the Net Metering System and/or owner's agents or representatives shall agree to maintain appropriate liability insurance. The owner further agrees to operate the Net Metering System according to all applicable governmental requirements, safety, electrical, and building codes, and electric utility safety standards, and be responsible for the safe and effective operation and maintenance of the system or facility for as long as the system or facility is connected to the City's system.

(e) Customer shall furnish and install (on Customer side of the meter) a disconnecting device capable of fully disconnecting and isolating the Net Metering System from the City's distribution system. The disconnecting device shall be located adjacent to the City's bi-directional metering equipment and shall be of the visible break type, located in a metal enclosure that can be secured by a City owned padlock or other security device. The disconnecting device shall be clearly marked "Generator Disconnect Switch". The disconnecting device shall be accessible to City's personnel, including Raft Rive Electric, at all times and shall conform to National Electric Code standards. City shall have the right to disconnect, with or without notice, the Net Metering System from the City's distribution system in order to maintain safe and reliable electrical operating conditions or to protect the City's system from damage, disruption, interference, or to preserve City system reliability. The Net Metering System shall remain disconnected until such time that the City determines conditions justifying the disconnection have been resolved.

(f) The City will assume that the Customer's Net Metering System is serving the Customer's load while the City's system is disconnected. Before connection to the City's system is re-established, the Net Metering System must be taken completely off line. When the Customer's Net Metering System is completely off line, the City's service may be restored. At that point in time, the Customer's Net Metering System may reconnect to the City's system.

(g) The City shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a Net Metering System, or for the acts or omissions of the Customer that cause loss or injury, including death, to the Customer, the City, the City's officials, employees or agents, or to any third party.

(h) Customers are required to sign a Net Metering Agreement before receiving net metering service. This policy shall be "Exhibit A" to that Agreement, and is incorporated by reference therein.

VI. Continuing Service

This schedule is based on continuing service at each service location. Disconnect and reconnect transactions shall not operate to relieve a Customer from the monthly facilities charge.