



# AGREEMENT FOR ALTERNATIVE ENERGY SOURCES

This Alternative Energy Sources Agreement (“Agreement”) is made and entered into on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Agreement Effective Date”) by and between the City of Boulder City (“City”), a chartered Nevada municipal corporation, and \_\_\_\_\_ (“Customer”), referred to herein individually as “Party” or collectively as “Parties”, agree as follows:

## 1.0 SCOPE OF THIS AGREEMENT

- 1.1 Customer has installed or plans to install an alternative energy source system at \_\_\_\_\_, Boulder City, NV 89005, an address located in the service area of the Boulder City Electric Utility, as determined by City.
- 1.2 If Customer intends to operate said alternative energy generation system (“AEGS”), as a back-up system, Customer shall comply with all terms as defined in the incorporated document “*Alternative Energy Policy For Electrical Customers Installing Alternative Energy Sources*” and hereinafter referred to as Alternative Energy Policy.
- 1.3 In consideration for City allowing Customer to install an AEGS for the purpose of a backup system, Customer agrees to abide by the terms of this Agreement, as well as with any applicable City Policies and Regulations in effect and as amended or revised from time to time. The current versions of City Policies and Regulations are available at Boulder City Hall, and all such versions are incorporated by this reference as though set forth in full.

## 2.0 TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date, and shall remain in effect for twenty (20) years thereafter unless terminated by either party as set forth in Section 6.

## 3.0 INSTALLATION

- 3.1 Customer is responsible for installing and configuring the AEGS, and performing commissioning tests of the AEGS in a safe and prudent manner and in conformance with all applicable laws, regulations and codes, including, but not

limited to, the requirements outlined in Alternative Energy Policy, at Customer’s sole cost.

- 3.2 Customer has obtained a building permit for the AEGS approved by City. The site plan, electrical diagrams, and other documents submitted with the building permit application by Customer to City are incorporated by this reference as though set forth in full.
- 3.3 Customer will notify the City at least 4 days prior to performance of the commissioning tests described in Alternative Energy Policy, so that City, at its option, may witness the tests.
- 3.4 Customer shall notify City of any change with regard to the AEGS design, installation, or control settings 30 days prior. At its discretion, City may require re-inspection of the AEGS or repeat of some or all of the AEGS commissioning tests.
- 3.5 There shall not be any additions made to the AEGS as to what is approved by this Agreement. This includes any additions to increase capacity.
- 3.6 Customer has obtained stamped and signed final plans by a licensed Professional Engineer in the state of Nevada as required by the City Building Official in accordance with Boulder City Municipal Code.

## 4.0 MAINTENANCE

- 4.1 Customer is responsible for maintaining the AEGS and performing periodic inspections and testing in a safe and prudent manner and in conformance with all applicable laws, regulations and codes, including, but not limited to, the requirements outlined in Alternative Energy Policy, at Customer’s sole cost.
- 4.2 Customer will notify City at least 48 hours prior to performance of the periodic testing described

in Alternative Energy Policy, so that City, at its option, may witness the tests. The customer shall maintain records of maintenance, inspections and testing, and make the same available to the City for inspection at all reasonable times, upon written notice of inspection given to the customer from the City of not less than 48 hours in advance of said inspection.

## **5.0 RIGHT OF ACCESS**

- 5.1** City may enter Customer's premises without notice at any time to disconnect the AEGS if, in City's opinion, doing so is necessary to protect personnel, property, grid reliability, or power quality.
- 5.2** City may enter Customer's premises without notice during reasonable hours to inspect AEGS protective devices or determine AEGS compliance with this Agreement.
- 5.3** If it is necessary to disconnect the AEGS for a reason other than described in Section 5.1, City will do so during reasonable hours, and will attempt to provide reasonable notice to Customer.

## **6.0 TERMINATION**

- 6.1** City may terminate this Agreement for any violation of its terms, failure to comply with Alternative Energy Policy or any of the standards referenced in Alternative Energy Policy, or for any violations of federal, state, or local laws or Rules and Regulations of City. City may also terminate this Agreement if there are changes in the law, or if safety issues arise in the future.
- 6.2** Customer may terminate this Agreement by providing notice of the date of termination to City.
- 6.3** If this agreement is terminated by either party, the AEGS shall be permanently disconnected from the Customer's system, and City may inspect to verify that such disconnection has occurred.
- 6.4** If at any time City discovers that the AEGS has been connected to the owner's system without the authorization of City and/or without a valid and existing Alternative Energy Agreement in place, City may discontinue electric service to Customer's premises in accordance with its Rules and Regulations.

## **7.0 GENERATOR TO HOLD CITY HARMLESS**

- 7.1** Customer shall be solely liable for any damages, including personal injury, loss of life, or property damage arising from the AEGS installation or

any modification of its installation, including claims based on its design, construction, location, maintenance and operation.

- 7.2** To the fullest extent permitted by laws and regulations, Customer shall defend, indemnify, and hold harmless City and its employees from and against all claims, damages, losses to persons or property, whether direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals, and court and arbitration costs) arising out of, resulting from, or otherwise caused by the operation or disoperation of the AEGS.
- 7.3** Any City review, inspection, testing, witnessing of testing, or approval of the AEGS documentation, site, equipment, or installation shall not be construed as validating or warranting the safety, compliance with standards, durability, reliability, or electrical production of the AEGS. City shall not, by reason of conducting or failing to conduct reviews, inspections, testing or witnessing of testing, be responsible for the adequacy or safety of any plan, specification, site, installation, or other characteristic of the AEGS.
- 7.4** The provisions of section 7.0-7.4 survive the expiration or termination of this agreement.

## **8.0 SUCCESSORS AND ASSIGNS**

- 8.1** Prior to selling or otherwise transferring the property identified in Section 1.1, Customer will either terminate this Agreement and permanently disconnect the AEGS from the Customer's system in accordance with Section 6, or provide notice of this Agreement to the purchaser or transferee within 30 days from the date of which the utility billing account has been opened by the new property owner. The rights and obligations within this Agreement are personal in nature, and may not be assigned or transferred.
- 8.2** The purchaser or transferee will either execute a new Alternative Energy Agreement with City, or permanently disconnect the AEGS from the Customer's system.
- 8.3** If, at any time City discovers that the property has been sold or transferred without performance under Sections 8.1 and/or 8.2, City may discontinue service to the premises as provided in Section 6.4.

**9.0 NOTICES**

All notices to the Parties shall be sent by mail, and be addressed as follows:

to City: City of Boulder City  
ATT: Utility Director  
401 California Ave.  
Boulder City, NV 89006-1350

to Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the parties that this Agreement shall become operative as of the Agreement Effective Date.

**City of Boulder City**

\_\_\_\_\_  
\_\_\_\_\_, Utilities Director

**Customer (Property Owner)**

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Printed Name Title (if Company)

Alternative Energy Source Size \_\_\_\_\_ kW AC