



INTERCONNECTION AGREEMENT FOR NET METERED RENEWABLE GENERATING FACILITIES

This Interconnection 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 _____ (“Generator”), referred to herein individually as “Party” or collectively as “Parties”, agree as follows:

1.0 SCOPE OF THIS AGREEMENT

- 1.1 Generator has installed, or plans to install, a renewable generation 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 Generator intends to operate said renewable generation system as a net metering system (“NMS”), as defined in the incorporated document “*Alternative Energy Policy For Electrical Customers Installing Alternative Energy Sources*” and herein afterwards referred to as Alternative Energy Policy.
- 1.3 In consideration for City allowing Generator to interconnect with City’s electric grid (“grid”) for the purpose of engaging in net metering, Generator agrees to abide by the terms of this Interconnection 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 9.

3.0 INSTALLATION

- 3.1 Generator is responsible for installing and configuring the NMS, and performing commissioning tests of the NMS 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 Generator’s sole cost.

- 3.2 Generator has obtained a building permit for the NMS approved by City. The site plan, electrical diagrams, and other documents submitted with the building permit application by Generator to City are incorporated by this reference as though set forth in full.
- 3.3 Generator will notify the City at least 4 working 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 Generator shall notify City of any change with regard to the NMS design, installation, or control settings 30 days prior. At its discretion, City may require re-inspection of the NMS or repeat of some or all of the NMS commissioning tests.
- 3.5 There shall not be any additions made to the system as to what is approved by this net metering agreement. This includes any additions to increase power output.
- 3.6 Generator 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 Generator is responsible for maintaining the NMS 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 Generator’s sole cost.
- 4.2 Generator will notify City at least 48 hours prior to performance of the periodic interconnection 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 INTERCONNECTION

5.1 Generator shall not connect or attempt to connect any portion of the NMS to the grid:

- (a) until notified of approval by City, or if notified by City that a prior approval has been revoked;
- (b) if the Customer-Generator Power Disconnect Switch has been pad-locked in the open position by City;
- (c) if one of NMS protective devices inhibiting paralleling of the NMS with the grid operates, until the reason for the operation has been determined by, and necessary corrective actions have been completed by a certified person, and City has authorized reconnecting the NMS to the grid.

5.2 City may disconnect the NMS if it determines that doing so is necessary in order for City to install, maintain, repair, or inspect City equipment, or because of emergencies, forced outages, force majeure, or to protect personnel, property, grid reliability, or power quality.

5.3 The NMS must automatically disconnect from the grid due to grid frequency or voltage deviating from the normal range by the amount specified, and for the time period specified in the most current version of Institute of Electrical and Electronic Engineers (“IEEE”) Standard 1547, or a successor standard designated by IEEE or City. The NMS may be configured to automatically reconnect to the grid after grid frequency and voltage have both returned to the normal ranges specified in IEEE Standard 1547 for at least 60 seconds. Generator is not required to notify City if the NMS automatically disconnects or reconnects with the grid, unless a NMS protective device operates.

5.4 City shall not be obligated to compensate Generator for any loss of use of generation due to NMS disconnection or interruption of service.

6.0 RIGHT OF ACCESS

6.1 City may enter Generator’s premises without notice at any time to disconnect the NMS if, in

City’s opinion, doing so is necessary to protect personnel, property, grid reliability, or power quality.

6.2 City may enter Generator’s premises without notice during reasonable hours to read or test meters, inspect NMS protective devices, or determine NMS compliance with this Agreement.

6.3 If it is necessary to disconnect the NMS for a reason other than described in Section 6.1, City will do so during reasonable hours, and will attempt to provide reasonable notice to Generator.

7.0 ENERGY ACCOUNTING

City will account for Generator’s energy consumption and production as described in Alternative Energy Policy and in the most current electric rate resolution adopted by City. In the event of a conflict between the Alternative Energy Policy, and the most current rate resolution adopted by the City, the current rate resolution controls. Generator acknowledges that the method or rate by which City credits Generator for energy produced by the NMS in excess of Generator’s energy consumption, may be changed by City at any time.

8.0 RENEWABLE ENERGY CREDITS

Generator retains ownership of any credit, offset, or other benefit allocated, assigned, certified by, or otherwise awarded by any governmental authority in connection with the ownership of, installation of, operation of, or energy production from the NMS.

9.0 TERMINATION

9.1 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 the 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.

9.2 Generator may terminate this Agreement by providing notice of the date of termination to City.

9.3 If this agreement is terminated by either party, the NMS shall be permanently disconnected from the grid, and City may inspect to verify that such disconnection has occurred.

9.4 If at any time City discovers that the NMS has been connected to the grid without the authorization of City and/or without a valid and existing

Interconnection Agreement in place, City may discontinue electric service to Generator's premises in accordance with its Rules and Regulations.

10.0 GENERATOR TO HOLD CITY HARMLESS

10.1 Generator shall be solely liable for any damages, including personal injury, loss of life, or property damage arising from the NMS installation or any modification of its installation, including claims based on its design, construction, location, maintenance and operation.

10.2 To the fullest extent permitted by laws and regulations, Generator 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 NMS.

10.3 Any City review, inspection, testing, witnessing of testing, or approval of the NMS 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 NMS. 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 NMS.

10.4 The provisions of Section 10.0-10.4 survive the expiration or termination of this agreement.

11.0 SUCCESSORS AND ASSIGNS

11.1 Prior to selling or otherwise transferring the property identified in Section 1.1, Generator will either terminate this Agreement and permanently disconnect the NMS from the grid in accordance with Section 9, 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.

11.2 The purchaser or transferee will either execute a new Net Metering Interconnection Agreement with City, or permanently disconnect the NMS from the grid.

11.3 If, at any time City discovers that the property has been sold or transferred without performance under Sections 11.1 and/or 11.2, City may discontinue service to the premises as provided in Section 9.4.

12.0 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 Generator: _____

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

Generator (Property Owner)

Printed Name, Title (if Company)

Renewable Generation Size _____ kW AC