

Interconnection and Net Metering Agreement for Solar Powered Electrical Facility

Between

Columbia Water & Light Department, City of Columbia

And

Customer's Printed Name

Street Address

CWL Account Number

Whereas _____ ('Customer') currently receives power from the Columbia Water and Light Department ('CWL') and wishes to interconnect an approved solar generating facility to CWL and sell electrical energy to CWL

NOW, THEREFORE, the customer agrees:

- 1. Generating Facility:** The solar powered generating equipment owned and operated by the customer "The Facility" as detailed in the attachment 'Exhibit C' is solely powered by solar energy and has an electrical output that is compatible with the CWL electrical system as specified in **Sec. 27-102** of the City of Columbia Code of Ordinances. Also, that the facility is located on Customer's premises and has a maximum total output rating of no more than 10 Kilowatts and that the facility is intended primarily to offset part or all of customer's own electrical requirements.
- 2. Customer Responsibilities.** The customer agrees to accept responsibility for the design, installation and operation of the facility and agrees to obtain all necessary permit(s), including building permits from Columbia Public Works as needed prior to any construction or installation thereof. The Customer agrees to bear all costs for equipment and labor to connect the facility to the CWL electric distribution system. The customer agrees to reimburse CWL for any and all losses, damages, claims, penalties, or liability that may arise from operations of the facility.
- 3. Renewable Energy Credit.** Customer grants CWL permission to use the renewable attributes inherent in the electrical output from the facility pursuant to **Sec. 27-106**, the Renewable Energy Standard of the City of Columbia code of ordinances. Customer agrees to not sell or transfer any renewable energy attributes arising from the electricity produced by the facility that would prevent or deter CWL from utilizing such renewable attributes for compliance with said ordinance.

4. **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:
 - (1) Any change in ownership of the facility or the premises upon which the facility is located,
 - (2) Any change in the size or nature of the facility, or re-location of the facility at the customers premises, or
 - (3) Any change of ownership of customer (if customer is not an individual or family)
5. **Definition of Net Energy:** Net energy is measured in kilowatt-hours. Net energy is the difference in electrical energy supplied to the Customer from CWL's electrical supply system and the electrical energy supplied to CWL from the Customer, during any specific billing period.
6. **Metering of Net Energy:** Metering of Net Energy shall be accomplished by a single bi-directional meter capable of separately registering electric flows from the utility to the Customer and from the Customer to the utility. The bi-directional meter shall be purchased by CWL with reimbursement from the Customer for costs above normal meter costs that would otherwise be used at Customer's location. Ownership and responsibility for all Net Energy meters remain exclusively with CWL.
7. **Price and Payment for Net Energy:** Customer shall be billed for Net Energy in accordance with normal billing procedures as set forth in customer's rate schedule. For billing periods in which Net Energy is less than zero, credits for the amount of Net Energy shall be applied to the account. Credits can be carried over and applied to next billing cycle except for the December billing in which any credits remaining after the December billing will be removed without compensation to the customer.
8. **Interconnection Standards:** The facility including all applicable components complies with the following standards:
 - 9.1 National Electric Code (NEC) including but not limited to, NEC Articles 690 (Guidelines outlining the installation of the system including structural and electrical components) and NEC 705 (regarding the safety and warning signs of the system);
 - 9.2 Underwriters Laboratories (UL) including but not limited to, UL 1741 (Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems), and UL 1703 (Standard for Safety: Flat-Plate Photovoltaic Modules and Panels); and
 - 9.3 Institute of Electrical and Electronics Engineers (IEEE) Standards including, but not limited to 1547-2003 (Standard for Interconnecting Distributed Resources with Electric Power Systems).
- 10 **Overcurrent Protection.** The customer agrees to provide an over-current protective device at the service panel that is dedicated only to the facility and is capable of interrupting the maximum available fault current. The over-current protective device shall be clearly marked to indicate power source and connection to CWL.

- 11 **Disconnection.** Customer agrees to install a manual, lockable, load-break disconnect switch with clear indication of the switch position in a location at or near the main point of service that is easily visible and accessible to CWL personnel. The disconnect switch shall provide a point of separation between the facility and the CWL electric system. CWL may open the disconnect switch to isolate the Customer's System from the CWL electric system for any reason that CWL deems necessary including but not limited to: maintenance or emergency work; or if CWL deems the facility to be creating unsafe or hazardous conditions, or that is adversely affecting electric service other customers; or for any failure of the facility to comply with codes/regulations. Should the facility be disconnected and locked by CWL for any reason the customer agrees to not remove, tamper or bypass the disconnect for any reason until such time that CWL has approved the restoration of the interconnection between the facility and the CWL electric system.
- 12 **Operational Standards:** Customer agrees to furnish, install, operate and maintain in good order and repair, all equipment required for the safe operation of the facility in parallel with CWL's electrical supply system without cost to CWL. This includes, but is not limited to, all equipment necessary to maintain automatic synchronism with CWL's electric supply system and automatic disconnect between the facility and CWL's electrical supply system in the event of overload or outage of CWL's electrical supply system. The facility must be designed to operate within allowable operating standards for CWL's electrical supply system. The facility must not adversely affect the quality or reliability of service provided to CWL's other customers.
- 13 **Installation and Maintenance:** Except for the metering equipment owned by CWL, 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. Customer agrees to hold harmless CWL for any damage to property as a result of any failure or malfunction thereof. CWL shall not be liable, indirectly or directly for permitting or continuing to allow the interconnection of the facility or for the acts or misuse or omissions of Customer or the failure or malfunction of any customer owned equipment that causes loss or injury, including death, to any party.
- 14 **Indemnity and Liability:** Whenever any liabilities are incurred by either or both of the parties for damages caused by injuries to either party (or their employees or agents) or the property of either party, or caused by injuries to other persons on the two parties' property arising out of the subject matter of this Agreement, then the liabilities for such damages between the parties will be as follows:
 - 14.1 Each party will be liable for all damages because of injuries to persons or property caused solely by its negligence or solely by its failure to comply with this Agreement.
 - 14.2 Each party will be liable for all damages to its own property that are caused by the concurrent negligence of both parties, or that are due to causes that cannot be traced to the sole negligence of the other party, to the extent of its negligence therefore.
 - 14.3 Each party will be liable for all damages due to injuries to itself or its own employees or agents that are caused by the concurrent negligence of both parties, or that are due to causes that cannot be traced to the sole negligence of either party; provided that in no

event will a party be liable for damages because of injuries to itself or its own employees and agents in any amount in excess of applicable Workmen's Compensation insurance; and provided further that this Agreement will in no way impair the right of the injured party or its employee or agent to the extent that a third party negligence proximately caused injuries or damages to party or its employee or agent.

14.4 In the event of claims brought to recover damages because of injuries to persons not employees of either party and because of injuries to property not belonging to either party that are alleged to be caused by the concurrent negligence or both parties or are alleged to be due to causes that cannot be traced to the sole negligence of either party, the parties agree no right of indemnification will exist, so that in all such claims, the issues of liabilities will be determined as a matter of contribution and not as a matter of indemnity.

14.5 Neither party will have any liability whatsoever for any special, indirect, consequential or punitive damages.

15 **Pre-Operation Inspection:** Prior to interconnection the customer shall obtain a permit from the City of Columbia permitting the attachment of the facility to the building electric service. The Facility and associated interconnection equipment shall be inspected and approved by a designated inspector of the City of Columbia prior to interconnection. The customer agrees to pay costs for the permit and inspection as required by the City of Columbia.

16 **Access:** Authorized CWL employees shall have the right to enter upon Customer's property at any time for the purposes of inspection, operating the disconnect device or maintaining CWL property.

17 **Acknowledgments regarding agreement:** By signing below, the Customer acknowledges that it understands and agrees to the terms of this Agreement and that the Customer may not connect the facility to Columbia Water and Light until the Customer has received approval from the City of Columbia. The Customer agrees to bear all costs for equipment and labor to connect the facility to the CWL electric system. Payment for inspection fees and meters must be received before connection can take place. This Agreement shall not be construed to imply a joint venture or partnership between the parties.

IN WITNESS WHEREOF, the Customer hereto has caused two originals of this Agreement to be executed the duly authorized representative.

By:

Signature

Printed Name and Title

Address

Date

"EXHIBIT C"

SOLAR POWERED ELECTRIC GENERATING FACILITY "THE FACILITY"

Section 1. Customer Information

Name _____

Mailing Address _____

Street Address (If different than above) _____

Daytime Phone _____ Evening Phone _____

Utility Customer Account Number (from utility bill): _____

Section 2. Photovoltaic Net Metering Facility Information

Generator Size (kW AC) _____

Inverter Manufacturer _____ Inverter Model _____

Inverter Serial Number _____ Inverter Power Rating _____

Inverter Location _____

Manual Disconnect Location _____

PV Module Manufacture _____ PV Module Model _____

PV Module Location _____ PV Module Power Rating _____

Section 3. Installation Information

Licensed Electrician _____ OR Contractor # _____

Mailing Address _____

Daytime Phone _____ Installation Date _____