



We appreciate your interest in Brigham City Corporation's (Brigham City) net metering program. Before purchasing any net metering equipment, we recommend you review the requirements for interconnecting a net metering system to Brigham City's electrical distribution system. The requirements are found in the Interconnection Agreement.

To complete the process for a net metering interconnection, please follow the steps below:

1. Complete and submit the following to the Brigham City Building Department:
 - Photovoltaic Permit Application
 - Net Metering Application
 - Interconnection Agreement for Net Metering Interconnection
 - The inverter specification sheet
 - A simple one-line diagram showing:
 - The location of Brigham City's electric meter
 - The location of the disconnect switch
2. Brigham City will review your agreement and applications and notify you of any changes that need to be made and/or when your Photovoltaic Permit is ready for pickup.
3. Install the net metering system **after** you receive a Photovoltaic Permit issued by the Building Department.
4. Turn on your net metering system **after** the net meter has been installed and you receive a passing final inspection from the Brigham City Building Inspector.

Submit completed documents to:

Brigham City Corporation
Community & Economic Development Department
20 N Main Street
Brigham City, Utah 84302

Thank you for your interest in the net metering program. If you have questions, please call 435-734-6625 for the Public Power Department or 435-734-6604 for the Building Department.



Brigham City Public Power Interconnection Agreement for Net Metering Service

This Agreement dated this ____ day of _____, 20____, is entered into by and between Brigham City Corporation (Brigham City) and _____ (“Customer- Generator”).

Whereas, Customer-Generator owns or intends to install and own an electric energy Generating Facility (“Generating Facility”) qualifying for “Net Metering” Ordinance Chapter 10.04 Net Metering; and

Whereas, Customer-Generator wishes to connect to Brigham City’s Electrical system for the purpose of offsetting part or all of Customer-Generator’s electrical requirements.

Now, therefore, the parties agree:

- CUSTOMER-GENERATOR SHALL NOT INTERCONNECT THE GENERATING FACILITY TO BRIGHAM CITY’S POWER SYSTEM UNTIL BRIGHAM CITY SENDS AND CUSTOMER-GENERATOR RECEIVES WRITTEN AUTHORIZATION TO DO SO. THE PARTIES UNDERSTAND AND AGREE THAT INTERCONNECTION OF THE GENERATING FACILITY BY CUSTOMER-GENERATOR, ITS AGENTS, OR REPRESENTATIVES WILL CREATE POTENTIAL SAFETY AND RELIABILITY ISSUES. CUSTOMER-GENERATOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS BRIGHAM CITY AND ITS AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, COSTS, DAMAGES OR LOSSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) ARISING OUT OF ANY SUCH UNAUTHORIZED INTERCONNECTION BY CUSTOMER-GENERATOR.**
- Generating Facility:** Customer-Generator’s Generating Facility shall consist of a solar, wind, or other approved renewable energy source facility designed for the production of electricity located on Customer-Generator’s premises, with a capacity of not more than ten (10) kilowatts for residential applications, or five hundred (500) kilowatts for commercial or non-residential applications. Customer-Generator shall interconnect and operate said facility in parallel with Brigham City’s electrical distribution facilities, and said facility is intended primarily to offset part or all of Customer-Generator’s own electrical requirements.
- Term and Termination:** This Agreement shall commence when signed by both Brigham City and Customer-Generator and terminate with any change in ownership of the Generating Facility or Customer-Generator’s premises, or by written agreement signed by both parties. Brigham City shall also have the right to terminate this Agreement as set forth in Section 9, “Disconnection,” below.
- Codes and Standards:** The Customer-Generator shall, at its sole expense, conform, operate and maintain the Generating Facility in accordance with all applicable codes and standards for safe and reliable operation. Among these are the National Electrical 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 Brigham City’s Electrical Service Requirements. The Customer-Generator shall strictly comply with 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 Generating Facility on its property.
- Metering:** Brigham City shall install (at Customer-Generator owners expense), own and maintain a kilowatt-hour meter(s) and associated equipment to measure the flow of energy in each direction. Customer-Generator shall provide,

at its sole expense, adequate facilities, including, but not limited to, a current transformer enclosure (if required), meter socket(s) and junction box, for the installation of the meter and associated equipment.

6. **Price and Payment:** At the end of each billing period, if the energy supplied by Customer-Generator to Brigham City is less than the energy supplied by Brigham City to Customer-Generator, Customer-Generator shall be billed using the currently-applicable standard service rate schedule(s) for the net energy amount. If the energy supplied by Customer-Generator to Brigham City is greater than the energy supplied by Brigham City, Customer-Generator shall be billed for the appropriate monthly charges and shall be credited for such net energy with a kilowatt-hour credit appearing on the bill for the following month. Credits will be allowed to accumulate and be used for a one year period beginning July 1st of each year and ending June 30th of the following year. After the June 30th billing period, and the one year period expires, any remaining credits will be paid out at the wholesale cost to Brigham City and credits will begin accumulating for the next one year period.
7. **Interconnection:** Customer-Generator shall provide the interconnection facilities on Customer-Generator's side of the meter at its expense. At Customer-Generator's expense, Brigham City shall make reasonable modifications to Brigham City's power system *necessary* to accommodate Customer-Generator's Generating Facility and to maintain quality service to Brigham City's non-generating customers. The cost for such modifications is \$ _____, due upon customer-Generator's signing of this Agreement.

The Generating Facility's nominal voltage and phase configuration shall be compatible with Brigham City's power electric system. Customer-Generator shall be responsible to protect Customer-Generator's facilities, personnel, loads, and equipment.

Brigham City may decline to interconnect the Generating Facility if the Customer-Generator fails to comply with any of the terms and conditions of this Agreement.

8. **Functional Standards:** Customer-Generator shall furnish, install, operate and maintain in good order and repair, all without cost to Brigham City, all equipment required for the safe operation of the Generating Facility in parallel with Brigham City's power system. This equipment shall include, but not be limited to, equipment necessary to establish automatically and maintain synchronism with Brigham City's electric supply. Customer-Generator's Generating Facility shall at all times comply with all applicable power quality standards, including, but not limited to, IEEE Standard 519-1992 Harmonic Limits. The Generating Facility shall be designed to operate within allowable voltage variations of Brigham City's power system. The Generating facility shall not cause any adverse effects upon the quality of service provided to Brigham City's non-generating customers.

The Generating Facility shall be designed to automatically disconnect from Brigham City's power system in the event of overload or outage of Brigham City's power supply, in compliance with NEC 445.10 and 705.40

9. **Disconnection:** In addition to the automatic disconnection, Customer-Generator shall furnish and install at its expense, on Customer-Generator's side of the kilowatt-hour meter a UL-approved safety disconnect switch which shall be capable of fully disconnecting the Customer-Generator's energy generating equipment from Brigham City's power electric system. The disconnect switch shall be clearly visible from the kilowatt-hour meter and located within ten feet of the meter base. The disconnect switch shall be of the visible break type in a metal enclosure which can be secured by a padlock. The disconnect switch shall be accessible to Brigham City Public Power personnel at all times and shall be identified with metal or plastic engraved signage in compliance with NEC 110.22 and 430.102.

Brigham City's obligation to interconnect Customer-Generator's Generating Facility is expressly conditioned on Customer-Generator's installation of the disconnect switch described above, and Brigham City's written acknowledgement that the safety disconnect switch is present as specified above is required before interconnection of the Generating Facility to Brigham City's electric power system.

Brigham City shall have the right to disconnect the Generating Facility from Brigham City's electric power system at the disconnect switch: (a) when necessary to maintain safe electrical operating conditions; (b) if the Generating Facility does not meet required codes or standards; (c) if, in Brigham City's sole judgment, the Generating Facility at any time adversely affects or endangers any person or property, Brigham City's operation of its electric system, or the quality of Brigham City's electric service to other customers; (d) in the event of Customer-Generator's failure to maintain its retail

electric service account for the loads served at the Generating Facility as active and in good standing; or (e) in the event of Customer-Generator's breach of any provision of this Agreement. In the event that Brigham City disconnects the Generating Facility due to clauses (b), (d) or (e) above, Brigham City may immediately terminate this Agreement, without liability to the Customer-Generator, by delivering written notice to the Customer-Generator of the failure to meet the required codes and standards, maintain account in good standing or other breach of this Agreement.

The Customer-Generator may disconnect the Generating Facility at any time, provided that the Customer-Generator provides reasonable advanced written notice to Brigham City.

10. **Safety:** The parties agree that all safety and operating procedures for joint use equipment shall be in compliance with the Occupational safety and Health Administration Standard at 29 C.F.R. 1910.269, the NESC, and the equipment manufacturer's safety and operating manuals. The Customer-Generator shall post adjacent to the meter base and disconnects signage in accordance with NEC requirements 110.22, 230.2(e) and 705.10 that generation is operating at or is located on the premises.
11. **Installation and Maintenance:** Excepting only metering equipment owned by Brigham City, all equipment on Customer-Generator's side of the point of delivery, including any required disconnect switch and synchronizing equipment, shall be provided, installed, and maintained in compliance with the equipment manufacturers' safety and operating specifications by Customer-Generator, and shall remain the property and responsibility of Customer-Generator. Brigham City shall bear no liability for Customer-Generator's equipment or for consequences of its operation or mis-operation.
12. **Pre-Operation Inspection:** Interconnection and operation in parallel of any Generating Facility with Brigham City's electric power system is expressly conditioned upon (a) Customer-Generator obtaining the applicable building and electrical permits, and the Generating Facility passing all building and electrical inspections by the Brigham City Inspections department.
13. **Access:** Customer-Generator hereby grants Brigham City's authorized employees the right to enter upon Customer-Generator's property for the purpose of operating the disconnect switch and meters and making additional tests concerning the operation and accuracy of its meters.
14. **Modification of Generating Facility:** Prior to any modification or expansion of the Generating Facility, the Customer-Generator shall obtain Brigham City's approval and shall sign a modified Interconnection Agreement for the Generating Facility. Brigham City reserves the right to require the Customer-Generator, at the Customer-Generator's expense, to provide corrections or additions to existing Interconnection Facilities as required to comply with current Codes and Standards.
15. **Assignment:** The Customer-Generator shall notify Brigham City Prior to the sale or transfer of the Generating Facility, the Interconnection Facilities or the premises upon which the facilities are located. The Customer-Generator shall not assign its rights or obligations under this Agreement without the prior written consent of Brigham City, which consent shall not be unreasonably withheld.
16. **Limitation of Liability:** Either party may exercise any or all of its rights and remedies under this Agreement and Governing Law. Brigham City's liability for any action arising out of its activities relating to this Agreement or Brigham City's electric utility service shall be limited to repair or replacement of any non-operating or defective portion of Brigham City's electric utility facilities. Under no circumstances shall Brigham City be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages.
17. **Multiple Counterparts:** This document may be executed in one or more counterparts, whether electronically or otherwise, and each counterpart shall have the same force and effect as an original document and as if all the Parties had signed the same document.
18. **Merger, Amendment and Waiver:** This contract contains the entire agreement between Customer-Generator and Brigham City and may not be amended or changed except by writing signed by both Customer-Generator and Brigham City. No Provision of this contract will be deemed to have been waived unless such waiver is contained in a writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

In witness whereof, Brigham City and Customer-Generator have, by their duly authorized representatives, executed this agreement in duplicate as of the day and year first above written.

Customer-Generator:

Brigham City Corporation:

Name: _____

Name: _____

Title: Generation Facility Owner

Title: Mayor

Date: _____

Date: _____

ATTEST:

City Recorder