

**SMALL GENERATION NET METERING AND
INTERCONNECTION AGREEMENT
(Residential/Small Commercial Customer Form)**

THIS AGREEMENT dated this _____ day of _____, _____ by and between _____ and Idaho Falls Power (IFP).
 (“Customer-generator”)

WHEREAS Customer-Generator (Customer) wishes to sell and Idaho Falls Power agrees to purchase energy produced by the Facility (as defined below) on the following terms and conditions:

NOW, THEREFORE, the parties agree:

1. Facility:

- a. Purchase of Energy: Customer has constructed or intends to construct an electrical generating facility as described in Exhibit “A” attached hereto (hereafter referred to as the “Facility”) at customer’s premises (the “Premises”) located at _____, Idaho Falls, Idaho. Customer agrees to sell and Idaho Falls Power agrees to buy all electrical energy generated at the Facility in excess of Customer’s own on-site load, all in accordance with the terms and conditions of this Agreement.
- b. Facility Fuel Type and Size Limitations: Customer’s Facility shall have a maximum output peak generating capacity of no more than one hundred and twenty five (125) kilowatts (kW) and generate electricity using one of the following fuel or equipment types: wind, solar, biomass, geothermal, hydro or fuel cell.
- c. Facility Description: The Facility shall be designed , constructed and operated in a manner that it will interconnect and operate in parallel with Idaho Falls Power’s electric supply system, all in a safe and efficient manner without disruption, impairment, damage or loss of operational efficiency to Idaho Falls Power’s electric supply system. The operation of the Facility is intended primarily to offset part or all of Customer’s own electrical requirements presently supplied by Idaho Falls Power. The Customer shall be responsible for the design, installation and operation of the Facility and shall obtain and maintain all required permits and approvals. This agreement is applicable only to the Facility described in Exhibit A. Any modifications to the Facility including installation of replacement Facility or parts, other than for routine maintenance, can only be made following the prior written approval of Idaho Falls Power.

2. Term:

This agreement shall commence on the date established above and shall terminate at the expiration of sixty (60) days following the delivery of a notice by either party expressing such party’s desire to terminate this agreement.

3. Net Energy:

Net energy is the difference between electrical energy consumed by the Customer from Idaho Falls Power’s electrical supply system and the electrical energy generated by the Customer and fed back into the Idaho Falls Power electrical supply system.

4. **Measurement of Net Energy:**

Metering equipment shall be installed by Idaho Falls Power at the Customer's expense to measure the flow of electrical energy and to collect electric generating system performance information for research purposes.

5. **Price and Payment Methodology:**

- a. Where Consumption Exceeds Generation: If electricity supplied by Idaho Falls Power during the billing period exceeds the electricity generated by the Customer during the billing period, the Customer:
 - i. Shall be billed for the applicable non-energy charges for the billing period under Idaho Falls Power's standard retail rate, in accordance with normal metering practices, and City Ordinances and policies and,
 - ii. Shall be billed for the net electricity supplied by Idaho Falls Power at the Customer's standard retail rate, in accordance with normal metering practices and City ordinances and policies.
- b. Where Generation Exceeds Consumption: If the electricity generated by the Customer exceeds the electricity supplied by Idaho Falls Power during the billing period the Customer:
 - i. Shall be billed for the applicable non-energy charges for the billing period under Idaho Falls Power's standard retail rate, and
 - ii. Shall be financially credited for energy delivered to Idaho Falls Power during the billing period for the net energy flowing into Idaho Falls Power's electrical supply system at Idaho Falls Power's average wholesale cost of power.

6. **Installation Standards and Code Compliance:**

- a. Customer shall provide the electrical interconnection on its side of the meter between its Facility and Idaho Falls Power's system. At Customer's expense, Idaho Falls Power shall make reasonable modifications to Idaho Falls Power's system necessary to accommodate the Facility. The cost for such modifications shall be Idaho Falls Power's actual cost, with an estimate of such costs due and payable in advance of installation. The net metering Facility shall include, at Customer's expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by Idaho Falls Power's policies, the National Electrical Code, National Electrical Safety Code, the Institute of Electrical and Electronic Engineers and Underwriters Laboratories and utility best practices. Customer shall not commence parallel operation of the Facility until it has been certified by an independent qualified and licensed person or entity as being in compliance with all applicable electrical and safety codes, and the city electrical inspector has inspected the Facility and issued written approval for its operation. On or within sixty days prior to each three year anniversary of this agreement the Customer shall provide additional certification by an independent qualified and licensed person or entity that the Facility remains in compliance with all applicable electrical and safety codes.
- b. Customer must make an application to City and receive approval from City before installing an interconnected Facility on their property. Such application shall be in

substantially the same form as Exhibit A attached hereto. City may withhold approval if for any reason the requested interconnection would result in a negative monetary or physical impact on the City electrical system.

7. Operational Standards:

Customer shall furnish, install, operate and maintain in good order and repair, without cost to Idaho Falls Power, all equipment required for the safe operation of the Facility operating in parallel with the Idaho Falls Power's electrical supply system. This shall include, but is not limited to, equipment necessary to (1) establish and maintain automatic synchronism with Idaho Falls Power's electric supply system and (2) automatically disconnect the Facility from Idaho Falls Power's electrical supply system in the event of overload or outage on Idaho Falls Power's electrical supply system. The Facility shall be designed to operate within allowable operating standards for the Idaho Falls Power's electrical supply system. The Facility shall not cause any adverse effects upon the quality or reliability of service provided to Idaho Falls Power's other customers. The Customer shall operate its Facility in accordance with applicable rules and regulations.

8. Disconnection:

Customer shall furnish and install on its side of the meter, a disconnecting device capable of fully disconnecting and isolating the Facility from Idaho Falls Power's electrical supply system. The disconnecting device shall be located adjacent to Idaho Falls Power's bi-directional metering equipment and shall be of the visible break type in a metal enclosure that can be secured by an Idaho Falls Power owned padlock. The disconnecting device shall be accessible to Idaho Falls Power's personnel at all times and shall conform to National Electric Code standards. Idaho Falls Power shall have the right to disconnect, with or without notice, the Facility from Idaho Falls Power's electric supply system when necessary, in Idaho Falls Power's sole judgment, in order to maintain safe and reliable electrical operating conditions or to protect Idaho Falls Power's system from damage, disruption, interference, or to preserve system reliability or protect system from other harm. Also, Idaho Falls Power shall have the right to disconnect, with or without notice, the Facility if, in Idaho Falls Power's sole judgment, the operation of the Facility at any time adversely affects the operation of Idaho Falls Power's electrical system or the quality and reliability of Idaho Falls Power's electrical service to other customers. The Facility shall remain disconnected until such time as Idaho Falls Power is satisfied, in its sole judgment, that conditions justifying the disconnection have ended or have been corrected.

9. Maintenance:

Except for the bi-directional metering equipment owned and maintained by Idaho Falls Power, all equipment on Customer's side of the delivery point, including the required disconnecting switch, shall be provided and maintained in satisfactory operating condition by Customer at his, her or its sole expense and shall remain the property and responsibility of the Customer. Idaho Falls Power shall bear no liability for Customer's equipment or for the consequences of its operation.

10. Renewable Energy Credits:

The Customer will release to City all renewable energy credits (RECs), solar renewable-energy credits (S-RECs) or other renewable attributes as appropriate based on actual on-site electric generation from the Facility, during the term of this agreement.

11. Indemnity & Liability:

Customer shall defend, hold harmless, and indemnify Idaho Falls Power and its directors, officers, employees, and agents 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 attorney's fees) for injury or death to persons and damage to property arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Facilities, or (b) the making of replacements, additions, improvements or reconstruction of the Facilities. This indemnity shall apply notwithstanding the active or passive contributory negligence of Idaho Falls Power, provided, however, Idaho Falls Power shall not be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its percentage of negligence or comparative fault.

12. Access:

Idaho Falls Power employees shall have the right to enter Premises at any time, with or without notice, for the purpose of observing and/or testing the interconnection, disconnecting device and bi-directional metering equipment associated with Customer's Facility. Idaho Falls Power shall give such advance notice of its desire to enter the premises as may be reasonably practical under the circumstances, provided however in the event entry is necessary to protect the public's safety or prevent imminent peril or harm to the public or prevent disruption to the operation of the Idaho Falls electrical supply system, such access may be undertaken without prior advance notice.

13. Governing Law:

- a. The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the state of Idaho.
- b. The delivery of electric service to Customer's Facility shall be subject to all terms, conditions and provisions set forth in the City of Idaho Falls Electrical Ordinance, as the same presently exists or as may be amended hereafter. In the event of any conflict between the terms and conditions of this Agreement, and such Ordinance, then and in such event the Electrical Ordinance shall prevail.

14. Litigation Expenses:

If a suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney's fees, whether in initial litigation or upon appeal.

15. Severability:

Should any provision of the Agreement be or become void, illegal, or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in force. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally enforceable clauses which correspond as closely as possible to the sense and purpose of the affected provisions and the Agreement as a whole.

In witness whereof, the Parties hereto have caused two originals of the Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

Customer

By: _____

Name: _____

Title: _____

Date: _____

Idaho Falls Power

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Net Metering and Small Generation Interconnection Agreement

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. Facility Information

System Type _____

Generator Size (kW AC) _____

Inverter Manufacturer _____ Inverter Model _____

Inverter Serial Number _____ Inverter Power Rating _____

Inverter Location _____

Section 3. Installation Information

Licensed Electrician _____ Contractor # _____

Mailing Address _____

Daytime Phone _____ Installation Date _____

Section 4. Additional Information

