

Fillmore City Renewable Energy Policy

1. Customer will provide a completed Renewable Energy Application packet to the City.
2. City has the following limits on renewable energy:
 - 5 kW for a residence
 - 20 kW for a non-residence
 - 250 kW for total renewable energy installation in the City.
3. Charges if Customer uses more energy from the City

If the energy supplied by the City exceeds the electricity generated by the Customer and fed back to the City during the billing period, or a portion thereof if during the first or last month of power service to Customer, then the Customer shall be billed for the net energy supplied to Customer by the City's electric distribution system together with the appropriate customer Base Rate Charge (paid by other customers of the City in the same rate class) as well as the \$30.00 monthly Renewable Energy Reliability Charge (for access to power from the Fillmore City system when needed)

4. Charges if Customer produces more energy than it uses from the City

If in a given monthly billing period, a Customer supplies more electricity to the electric distribution system than the City delivers to the Customer, the City will credit the customer for the excess at the current Renewable Power Rate. The Customer is still responsible to pay the Base Rate Charge for their appropriate rate class and the base Renewable Energy Reliability Charge. If the credit for energy supplied to the City is greater than the Base Rate and the Renewable Energy Reliability Charge, the credit will be applied to their next billing period. Notwithstanding the foregoing, if the Customer uses no electricity from the City System in a given month then there will be no base monthly Renewable Energy Reliability Charge that month

5. End of year credit

If a customer has a kWh credit at the end of the fiscal year (year ending in June), the City will issue a refund to the Customer for the kWh credit at the Renewable Power Rate then in effect within thirty (30) days of the end of the billing cycle.

6. City will purchase power from Customer at rate set forth in Fillmore City Power Rates.
7. Customer will pay for power used from City at the normal rates as set forth in Fillmore City Power Rates.
8. There will be a \$30.00 per month base charge for Renewable Power installations in the City if such installation draws power from the City System during that month.
9. Fillmore can change rates and base charges with 30 days notice to the Customer. Entire

Agreement may be modified every 3 years.

10. Metering must meter total energy usage from the City in kWh. Metering must meter total energy provided into City System in kWh. Separate meters are required for usage from City and energy provided to City System, unless otherwise approved by the City in writing.

11. Customer must be both the Fillmore City Power Customer and the owner of the Renewable Power Installation.

12. Installation must meet electric and building codes and engineering must be provided to City for loads on homes and for construction of structures. Such installation must meet standards set forth in the City's Renewable Energy Interconnection Agreement.

13. Signage and Labels on Renewable Installation must meet NEC and other appropriate standards to provide notification and safety to Fillmore City Electric Workers.

14. Operational Standards. Customer shall furnish, install, operate and maintain in good order and repair, all without cost to the City, all equipment required for the safe operation of the Facility in parallel with the City's electric distribution system. This includes, but is not limited to, equipment necessary to:

- a. Establish and maintain automatic synchronism with the City's electric distribution system; and
- b. Automatically disconnect the Facility from the City's electrical distribution system in the event of overload or outage of the City's electrical distribution system.

The Facility must be designed to operate within allowable operating standards for the City's electric distribution system. The Facility must not adversely affect the quality or reliability of service provided to the City's other customers. The City shall have the right to periodically inspect the Facility.

15. Disconnect Device. Customer shall furnish and install, on its side of the bi-directional metering equipment a safety disconnect device capable of fully disconnecting and isolating the Facility from the City's electric distribution system. The disconnect device shall be located adjacent to the City's bi-directional metering equipment or other location approved by the City and shall be of the visible break type in a metal enclosure that can be secured by a padlock. The disconnect device shall be accessible to the City's personnel at all times and shall conform to the National Electric Code Standards. The City shall have the right to disconnect the Facility from the City's electric distribution system when necessary to maintain safe and reliable electrical operation condition or if in the City's sole judgement, the Facility at any time adversely affects the operation of the City's electric distribution system or the quality and reliability of the City's service to other customers. The City shall have the right to require that the Facility remain disconnected until such time as the City determines, in the sole discretion, that the condition(s) required the disconnection have ended or been corrected. The City shall have the option of requiring ongoing testing of disconnection equipment.

16. Installation and Maintenance. Except for the bi-directional and production metering equipment owned by the City, 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. The City will bear no responsibility for the installation or maintenance of Customer's equipment or for any damage to property as a result of any failure or malfunction thereof. The City shall not be liable, directly or indirectly for permitting or continuing to allow the interconnection of the Facility or for the acts or omission of Customer or the failure or malfunction of any equipment of Customer that causes loss or injury, including death, to any party.

17. Indemnity and Liability. Customer shall defend, hold harmless, and indemnify the City and its directors, officers, employees and agents against 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, including employees of the City and Customer or damage to property, including property of the City and Customer, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Facility or (b) the making of placements, additions, betterment of or reconstruction of the Facility. Customer's duty to indemnify the City hereunder shall not extend to loss, liability, damage, claim, cost charge, demand, or expense resulting from interruptions in electrical service to the City's customers other than by the Customer or resulting from the negligent, willful, or intentional acts of the City.

18. Pre-Operation Inspection. Prior to interconnection, the Facility and associated interconnection equipment must be inspected and approved by the City and by any other governmental authority having jurisdiction.

19. Access. Authorized City employees shall have the right to enter upon Customer's property at any time for the purposes of inspection and/or operating the disconnect device and meters or making additional tests concerning the operation and accuracy of the City's meters.