



## POWER PURCHASE AND INTERCONNECTION AGREEMENT

This POWER PURCHASE AGREEMENT, (the "Agreement"), effective as of that last date of signature provided below, is by and between \_\_\_\_\_ ("Customer") as a (Select one)  "GF Residential" or  GF "Commercial" - generator, and Mt. Pleasant City, Utah ("Utility").

### RECITALS:

WHEREAS, Utility owns, directly or indirectly, an electric power distribution network within the municipal boundaries of Mt. Pleasant City, Utah, (the "Network"); and

WHEREAS, Utility desires that the Customer install, maintain and operate, and Customer desires to install, maintain and operate the "feed-in tariff" System to be interconnected (fed-into) the Network on property owned or leased by Customer, as more fully described in Exhibit A hereto, (the "Site"); and

WHEREAS Utility will accept title to all electric energy ("Energy") generated by Customer, which Energy will be sold to Utility; and

WHEREAS Customer desires to sell, and Utility desires to purchase, the Environmental Attributes (as defined herein) generated by the System and other services pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration offer mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

- 1. Definitions.** Unless otherwise required by the context in which any term appears: capitalized terms used in this Agreement shall have the respective meanings set forth in this Section 1; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation", (d) references to "Sections" and "Exhibits" shall be to sections and exhibits hereof; (e) the words "herein," "hereof" and ' here under" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (t)references to this Agreement shall include a reference to all exhibits here to, as the same may be amended, modified, supplemented or replaced from time to time.

"Agreement" shall have the meaning set forth in the recitals.

"Applicable Law" shall mean, with respect to any Governmental Authority, any constitutional

"Governmental Authority" shall mean any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any parliament, agency, bureau, or other administrative, regulatory, or judicial body of any such government, including Mt. Pleasant City.



"Installation Work" shall mean all work performed by Customer in connection with the furnishing, installation, testing, and commissioning of the System.

"kWh Rate" shall have the meaning set forth in Section 5.1.

"Monthly Period" shall mean the period commencing on the Commercial Operation Date and ending on the last day of the calendar month in which the Commercial Operation Date occurs, and, thereafter, all subsequent one (1) month periods during the Term.

"Monthly Production" shall mean, for each Monthly Period, the amount of Energy from the System delivered during such Monthly Period to the Delivery Point.

"Network" shall have the meaning set forth in the Recitals.

"O&M Work" shall have the meaning set forth in Section 3

"Customer" shall have the meaning set forth in the Recitals. For purposes of access rights and other rights necessary for Customer to perform its obligations here under, the term "Customer" shall include Customer's authorized agents, contractors, and subcontractors.

"Party" shall mean each of Utility and Customer.

"Person" shall mean any individual, corporation, partnership, company joint venture, association, trust, or incorporated organization or Governmental Authority.

"Renewable Energy Credits (RECs)" shall mean a tradable, non-tangible energy commodity in the United States that represents proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource towards compliance with the Utah renewable energy standard as set forth in C.R.S. § 40-2-124, as may be amended from time to time.

"Replacement Costs" means an amount equal to the present value of the economic loss to a Party, attributable to early termination of the Agreement limited to the twelve months following the Termination Date, determined in a commercially reasonable manner.

For Utility, commercially reasonable Replacement Costs include incremental costs suffered by Utility to replace the Estimated Annual Production and/or Environmental Attributes that Owner fails to deliver under this Agreement, including the amounts paid or incurred by Utility for replacement capacity, replacement energy, transmission.

## **2. Purchase and Sale of Energy and Environmental Attributes.**

During the Term of this Agreement, Customer shall sell, and Utility shall purchase all Energy of the System delivered by Customer to the Delivery Point. During the term of this Agreement, Customer will also provide the Environmental Attributes associated with all Energy generated by the System to Utility and Utility will accept all such Environmental Attributes, all in accordance with the terms and conditions set forth herein. Customer shall provide Utility with access to the Site in accordance with the terms of the separate Interconnection Agreement, executed contemporaneous to this Agreement.



**3. Construction, Installation and Testing of System:** With respect to the Site on which the System is to be installed

**3.1 Detailed Engineering.** Customer shall prepare and submit to Utility engineering drawings showing the plan and array configuration for the Site, detailed plans of all structures, electrical systems, interfaces with the grid electricity supply and any necessary facility or utility infrastructure improvements and/or modifications.

**3.2 Installation.** Customer will cause the System to be designed, engineered, installed, and constructed substantially in accordance with the terms of this Agreement and in compliance with local building codes and utility standards, including but not limited to the Interconnection Agreement. Customer shall organize the procurement of all materials and equipment for the Installation Work and maintain the same at the Site, as necessary.

**3.3 Condition to Commercial Operation.** Customer shall notify Utility in writing when the System is ready for commercial production of Energy under this Agreement and interconnection with the Network. This notification is contingent upon verification of the satisfaction or occurrence of all of the conditions set forth in this Section ("Conditions") and Customer's providing evidence of such satisfaction or occurrence reasonably acceptable to Utility. The parties agree that review and approval of such Conditions may occur on an ongoing and incremental basis, pending resolution of any disputes, as such Conditions are satisfied.

3.3.1 The Conditions are as follows:

- (a) Customer has successfully completed that testing of the System that is required by any financing documents, government permits, the City's parallel generation interconnection standards (as applicable), the Interconnection Agreement, and manufacturers' warranties for the commencement of commercial operation of the System.
- (b) The System has operated continuously for a period of at least seventy-two (72) hours without experiencing any abnormal operating conditions, and has generated continuously for a period of not less than six (6) hours while synchronized to the Network at a net output of at least ninety percent (90%) of solar resource adjusted net capacity without experiencing abnormal operating conditions; metering and (ii) the date the Meter was placed into service; provided, however, that such period shall in no case exceed two (2) years.

**4.3 Title to System.** Customer, or Customer's permitted assigns, shall at all times retain title to and be the legal and beneficial Customer of the System, including the right to any tax credits available under federal or state law, and the System shall remain the property of Customer or Customer's assigns. Customer shall not transfer title to another entity without prior written notification to Utility and written Utility approval.

**4.4 Compliance with Utility Specifications.** The Customer agrees to furnish, install, operate, and maintain its interconnection as required by Utility interconnection standards, available at Utility's offices and incorporated by this reference, and agrees to

Mt. Pleasant City Power Purchase Agreement for Generating Facilities  
meet the



requirements of such policies and procedures, as amended from time to time.

**4.5 Title and Risk of Loss.** Title to and risk of loss related to the Energy shall transfer from Customer to Mt. Pleasant City at and after the Delivery Point. Title and risk of loss related to the Environmental Attributes associated with Energy from the System shall transfer from Customer to Utility upon delivery of the associated Energy to the Delivery Point.

**5.0 Purchase of Energy and Environmental Attributes.** With respect to the System installed on the Site pursuant to this Agreement.

**5.1 Purchase Entitlement.** In addition to all Energy from the System delivered to the Delivery Point, Utility shall be entitled to 100% of the Environmental Attributes generated by the System. Energy production shall be metered and verifiable by Utility's personnel. While the Energy and Environmental Attributes are calculated and billed on a per kWh basis (the "kWh Rate") as set forth in Exhibit C, attached hereto and incorporated by this reference, they represent a package of services as described in the definitions herein. The payments for that package of services, as provided for in this Agreement, are calculated to include all of the defined services in the kWh Rate. Neither Utility nor Customer may claim that by this Agreement, Customer is an electric utility subject to regulation as an electric utility or subject to regulated electricity rates. Customer shall not claim to be providing electric utility services to Utility.

**5.2 Purchase Rate.** The fee structure and method of compensation.

**5.3 Environmental Attributes.**

5.3.1 The Environmental Attributes including all RECs, and Reporting Rights Customer shall transfer and assign to Utility. At Utility's request, Customer shall provide evidence of Customer's transfer and assignment of right, title, and interest in and to the Environmental Attributes.



**7.3 Termination in Consequence of Force Majeure Event.** If a Force Majeure Event shall have occurred that has affected a Party's performance of its obligations here under and that Force Majeure Event has continued for a period of three hundred sixty-five (365) consecutive days, then the non-affected Party shall be entitled to. terminate this Agreement upon thirty (30) days' prior written notice to the other Party. If at the end of such thirty (30) day period such Force Majeure Event shall still continue, this Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other. By mutual agreement of the Parties, the System damaged or destroyed by a Force Majeure Event may be replaced by Customer within the time frames set forth above and subsequent to replacement and upon commencement of operation of the replacement System all terms and conditions of this Agreement will remain in effect. Notwithstanding: any other provision hereunder to the contrary, following: the conclusion or resolution of any Force Majeure Event, the parties agree that to the extent possible, the Term of this Agreement shall be extended as necessary to preserve the rights, obligations and economic benefits of Customer and Utility hereunder. If during a Budget Non-Appropriation Event, Utility continues to receive Energy and Environmental Attributes from Customer then upon the conclusion of such event, Utility shall pay for such Energy and Environmental Attributes.

**8. Term; Utility Options; Termination.**

**8.1 Term.** The operating: term of this Agreement shall commence on the Commercial Operation Date and shall expire on the date (the "Expiration Date") that is twenty (20) years after the Commercial Operation Date (the "Term"), unless and until terminated earlier with respect to the Site pursuant to Sections 7.3, 8.2, or 9.3 (the date of any such termination, the "Termination Date") of this Agreement or unless extended pursuant to Section 8.2.

**8.2 End or Extension of Term.**

**8.2.1 Extension of Term.** Upon prior written notice to Customer of at least one- hundred eighty (180) clays, and no time earlier than five (5) years prior to the Expiration Date, Utility shall have the option to renew the Term of this Agreement for two (2) additional five (5)-year periods under terms and conditions acceptable to the Parties, including: but not limited to setting a new power purchase rate.

**8.2.2 Early Termination or End of Term without Extension.** Upon early termination or default by Utility, or expiration of the term without notice of extension by Utility, ownership of Energy and Environmental Attributes shall revert to Customer, and where feasible and at Customer's election, (i) Customer will have the option to operate the system as a net- metered system, subject to the interconnection and parallel generation standards in place at that time, or (ii) term of the interconnection agreement required by the Utility for interconnection of the System.



## 9. Customer Default

### 9.3 Remedies.

**9.3.1** If an Customer's Default or a Utility Default has occurred, the non-defaulting Party shall have the right to: (a) send notice, designating a day, no earlier than five (5) days after such notice and no later than twenty (20) days after such notice, as the Termination Date of this Agreement; (b) accelerate all amounts owing between the Parties; (c) terminate this Agreement and end the term effective as of the Termination Date; and (d) if the default is after Commercial Operation, collect any Replacement Costs, which shall be paid on the Termination Date. Any notice by Utility shall inform the Customer that upon the Termination Date, the Customer is to stop or terminate all work or performance under this Agreement. After receipt of a notice of termination, and except as otherwise directed by Utility, the Customer shall stop work under this Agreement on the date specified in the notice of termination. Each Party shall have a duty to mitigate any damages or Replacement Costs due under this Agreement upon any termination. Any obligations to terminate performance under this Agreement shall be without prejudice to Customer's rights to exercise its option to operate the System as a net-metered system or enter into a new power purchase agreement, as provided in Section 8.2.2.

**9.3.2** Upon a default prior to the Commercial Operation Date, the non-defaulting Party shall not be entitled to Replacement Costs, other than the flat fee provided. In addition, upon Customer's Default for failure to achieve the Commercial Operation Date within the applicable System Delivery Period, Customer shall forfeit any deposit previously paid by Customer to Utility.

**9.4 Actions to Prevent Injury.** If any Utility Default or Customer's Default creates an imminent risk of damage or injury to any Person or any Person's property, then in any such case, in addition to any other right or remedy that the non-defaulting Party may have, the non-defaulting Party may (but shall not be obligated to) take such action as the non-defaulting Party deems appropriate which may include disconnecting and removing all or a portion of the System or suspending the supply or receipt of Energy from the System, as applicable.

**9.5 No Consequential Damages.** Nothing in this Agreement is intended to cause either Party to be, and neither Party shall be, liable to the other Party for any lost business, lost profits, or revenues from others or other special or consequential damages, all claims for which are hereby irrevocably waived by Utility and Customer. Notwithstanding the foregoing, none of the payments for Environmental Attributes or any other amount specified as payable by Utility to Customer under the terms of this Agreement upon the termination of this Agreement shall be deemed consequential damages.



Mt. Pleasant City Power Department  
115 West Main  
Mt. Pleasant, UT 84647  
Attention: Power Utility  
Phone: (435) 462-2456

## **11. Representation of Utility and Customer and Regulations**

All notices, communications, and waivers under this Agreement, if applicable, to any Person who has or will provide financing for this Agreement pursuant to Section 11 shall be to the name and address specified in a notice from Customer to Utility, which Utility shall acknowledge.

All notices sent pursuant to the terms of this Section 11 shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by reputable overnight, express courier, then on the next business day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third (3rd) business day following the day sent or when actually received.

### **11.2 Authority.**

**11.2.1. Customer Representations.** Customer hereby represents and wants that. This Agreement is a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to (a) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (b) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law); (ii) To the best knowledge of Owner, as of the date of execution hereof, no approval of a Governmental Authority (other than any approvals that have been previously obtained or disclosed in writing to Utility) is required in connection with the due authorization, execution and delivery of this Agreement by Owner or the performance by Owner of its obligations hereunder which Owner has reason to believe that it will be unable to obtain in due course on or before the date required for Owner to perform such obligations; (iii) As of the date of execution hereof, Owner (a) has taken all actions required of it under the terms of this Agreement, (b) is not intending to dedicate its property to public use, (c) is not a "public utility" and (d) is not an electric utility subject to rate regulation by any Governmental Authority; (iv) Neither the execution and delivery of this Agreement by Owner nor compliance by Owner with any of the terms and provisions hereof (a) conflicts with, breaches or contravenes the provisions of the Articles of Organization or any operating agreement of Owner or any contractual obligation of Owner or (b) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any material contractual obligation of Owner.





**11.2.2. Utility Representations.** Utility hereby represents and warrants that:

It is a legally and regularly created, established, organized and existing home-rule municipal governmental unit, which municipality duly exists under the laws of the State and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions executed corporate resolution (if the assignee be a corporation) authorizing such Assignment agreement shall be sent to Utility not less than ten ( 10) days before the Contract Date of such Assignment.

**11.3.2 Utility Assignment.** Utility shall not assign its interests in this Agreement, or any part thereof, without Owner's prior written consent, which consent shall not be reasonably withheld.

**11.4 Financing Accommodations.** Utility acknowledges that upon Owner's financing the acquisition and installation of the System or mortgaging the Site with a Financial Institution, that Owner's obligations under the financing may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a transfer of an ownership interest in the System (subject to a leaseback from the Financial Institution). In order to facilitate such necessary financing, Utility agrees as follows:

**11.4.1 Consent to Collateral Assignment.** Utility consents to the security assignment by Owner to the Financing Institution of this Agreement, and a transfer of the Owner's right, title, and interest in and to the System to the Financing Institution, provided that such assignment shall not relieve the Owner of its obligations hereunder.

**11.4.2 Financing Institution's Default Rights.** Notwithstanding any contrary term of this Agreement:

**11.4.2.1** The Financing Institution, as collateral assignee, shall be entitled to exercise, in the place and stead of Owner, any and all rights and remedies of Owner under this Agreement in accordance with the terms of this Agreement. Financing Institution shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

**11.4.2.2** The Financing Institution shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Owner hereunder or cause to be cured any default of Owner hereunder in the time and manner provided by the terms of this Agreement plus an additional fifteen (15) business days. Nothing herein requires the Financing Institution to cure any default of Owner under this Agreement or (unless the Financing Institution has succeeded to Owner's interests under this Agreement) to perform any act, duty, or obligation of Owner under this Agreement, but Utility hereby gives it the option to do so.



11.4.2.3 Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Institution, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Owner to the Financing Institution (or any qualified assignee of the Financing Institution as defined below) in

- (a) Disputes shall be resolved in accordance with the laws of the State, as the same may be amended from time to time.
- (b) The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the premises to this Agreement, shall be governed by the laws of the State.
- (c) Either party may initiate dispute resolution procedures by sending a notice of dispute ("Notice of Dispute"). The parties will attempt to resolve the dispute promptly through good faith negotiations. If the dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties may proceed to mediation.
- (d) If a dispute remains unresolved for sixty (60) days after receipt of the Notice of Dispute, either party may submit the Dispute to the Council, or District Commission in Sanpete County.
- (e) Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in the District Commission in and for Sanpete County, Utah, or U.S. District Court in Utah. Each party irrevocably agrees to submit to the exclusive jurisdiction of such courts over any claim or matter arising under or in connection with this Agreement.

**11.10 Third Parties.** This Agreement is for the exclusive benefit of the parties to this Agreement, their successors and permitted assigns and Persons expressly benefited by the indemnity provisions of this Agreement. No other Person (including, without limitation, tenants of the Site) shall be entitled to rely on any matter set forth in, or shall have any rights on account of the performance or non-performance by any Party of its obligations under, this Agreement.

**11.11 Relationship of Parties; Independent Contractor Status, Responsibilities.**

- (a) In the performance of services required under this Agreement, Customer is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, Utility shall have a general right to inspect work in progress to determine whether, in Utility's opinion, the services are being performed by Customer in compliance with this Agreement. Unless otherwise provided by special condition, it is understood that Utility does



not agree to use Customer exclusively, and that Customer is free to contract to provide services to other individuals or entities while under contract with Utility.

- (b) Customer and Customer's employees and agents are not by reason of this Agreement, agents, or employees of Utility for any purpose, and Owner and
- (c) All material given to or made available to Owner by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by Owner, and shall not be disclosed to any individual or organization without the prior written approval of Utility.
- (d) All information, data or other material provided by Owner to Utility shall be subject to the Utility's information regulations.

**11.18 Laws and Regulations.** Owner shall keep itself fully informed of all laws, ordinances, codes, regulations, governmental general and development plans, setback limitations, rights of way, and all changes thereto, which in any manner affect the contract and all performance thereof. Owner shall comply with all such present laws, ordinances, codes, regulations, design standards and criteria, governmental general and development plans, setback imitations, rights-of-way, including the giving of all notices necessary and incident to proper and lawful prosecution of the work, and all changes thereto. If any discrepancy or inconsistency is discovered between this Agreement and any such law, ordinance, code, regulation, design standard, design criterion, governmental general and development plans, setback limitation, or rights-of-way, Owner shall forthwith report the same in writing to Utility.

**11.19 Survival.** The provisions of Sections 1, 7, 8, 9, and 11 shall survive the expiration or termination of this Agreement.

**11.20 Entire Agreement.** This Agreement (including all exhibits attached hereto) represents the entire agreement between the parties to this Agreement with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous oral and prior written agreements. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one in the same instrument.



**EXHIBIT C**

(Kwh Rate)

**ORDINANCE NO. 2018-01**

**CITY OF MT. PLEASANT RATE  
IN TARIFF  
INTERCONNECTION  
GENERATION**

WHEREAS, on the 11<sup>th</sup> Day of January 2011, The Mt. Pleasant City Council passed and posted an ordinance adopting the Mt. Pleasant City Rate in Tariff Net Metering.

WHEREAS Title VIII of the Mt. Pleasant City Municipal Code provides for the operation and maintenance of public utility services, including culinary water, wastewater, irrigation water, and electrical power; and

WHEREAS Chapter 5 of Title VIII specifically sets forth those regulations governing operation of the municipal electrical power system, including the establishment of service rate schedules and related fees; and

WHEREAS Article B provides for a Fee-In Tariff Policy for metered distributed generation such as solar, wind, water, mechanical. And provides for fees and rates to be set by the City Council.

WHEREAS the City desires to encourage the use of Renewable Resources to allow a customer to receive credit for electric energy provided to the city ("Bidirectional Meter") and a ("Production Meter") on all new residential customers from this day on. Commercial customers will only be provided a ("Bidirectional Meter").

WHEREAS the Rate in Tariff will be available to any electric customer connected to the City's electric distribution system provided that the customer installs a solar, wind or other city- approved renewable generation resource ("Renewable Resource") on the customer's side of the meter, subject to the Application Provisions.

WHEREAS, the City Council has determined that it would promote health safety  
**welfare** of its citizens to adopt rules and regulations concerning renewable  
resources.

NOW THEREFORE, it is hereby ordained that any individuals or entities may make  
application to the City for the use of a Renewable Resource on the applicant's property subject to  
the following rules and regulations. And subject to the following payments that need to be paid for  
application approval and engineer plan verification. All payments and cost associated with the plan  
review is subject to change by the council through a process of a resolution.



Payments are made for metered production:

10-year, fixed price standard offer:

Residential Class - 0.04/kwh 1 - 15 KW

\$400 Application Fee/ Meter Cost to Mt. Pleasant City

\$225 (WC3)-West Coast Code Consultants plan review

Commercial Class - 0.04/kwh 1 - 50kw

\$750 Application Fee/ Commercial Meter Cost to Mt. Pleasant City

\$225 (WC3)-West Coast Code Consultants plan review

B. Residential must be operational in 6 months from time of acceptance of the Power Purchase Agreement,

Commercial must be operational in 12 months from time of acceptance of the Power Purchase Agreement.

2. Application Fee Due for Mt. Pleasant City upon application.

3. Customers on net-metering prior to the adoption of this ordinance shall comply with this ordinance except for the installation of the production meter.

**APPLICATION PROVISIONS** a customer must make an application to the City and receive approval from the City before installing an Interconnection Renewable Resource on their property. The City may withhold approval if for any reason the requested interconnection could result in an unfavorable or physical impact on the City's electrical system

A Rate in Tariff customer shall be subject to the following provisions:

1. All Rate in Tariff customers will need to abide by the current documents put forth in the Interconnection Standards that are being adopted in this ordinance: Mt. Pleasant City Power Distributed Generation Specifications, Commercial Application, Residential Application, and the Power Purchase & Interconnection Agreement

2. A Renewable Resource shall be manufactured and installed to interconnection standards that meet or exceed the Institute of Electrical and Electronic Engineers, Inc. ("IEEE") standard 1547 for Interconnecting distributed Resource with Electric Power Systems and Underwriters Laboratories Inc. ("UL") standard 1741, invertors, Converters and Controllers for use in Independent Power Systems

3. The City shall have the right to inspect a customer's generator facility during reasonable hours and with reasonable prior notice to the customer. If the City finds that the customer's generator facility is not in compliance with the requirements of the City's interconnection rules and standards set forth in the Tariff, and non-compliance





adversely affects the safety or reliability of the City's facilities or other customers' facilities, the city may require the customer to disconnect the facility until compliance is achieved.

4. If the City disconnects the Renewable Resource, the customer shall receive in a timely manner, a written explanation of the disconnection. The customer shall have the right to correct the situation and petition the City to reestablish an interconnection.
5. The City shall install and maintain a new revenue ("Bidirectional Meter") meter for the customer, at the customer's expense. Mt. Pleasant City will also provide all residential customers with a ("Production Meter") that will read only the power coming back into the Mt. Pleasant City Power Grid. Any subsequent revenue meter change necessitated by the customer, whether because of a decision to stop Rate in Tariff or for any other reason, shall be pursuant to the City policy.
6. The customer will release to the 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 Renewable Resource.
7. The customer will comply with all City service and billing requirements.
8. The customer will comply with all installation, building and electric codes of City.
- 10 The City shall make Rate in Tariff available to eligible customers on a first come, first serve basis the city reserves the right to reject future applications or terminate this program as deemed necessary and reasonable by the City. at its sole discretion.
- 11 The customer facility used for Rate in Tariff Commercial shall be equipped with metering equipment that can measure the flow of electricity in both directions at the same rate. For Rate in Tariff residential a two-meter method will be utilized. One meter will be a meter that can measure the flow of electricity in both directions ("Bidirectional") at the same rate. And the other meter ("Production Meter") will only measure one direction, the flow of electricity of the power going back in the Mt. Pleasant City Power Grid.
- 12 The customer shall be solely responsible for all work, and costs incurred, for installation and maintenance of the Renewable Resource.

**INSPECTION** Upon approval and installation of a Renewable Resource but before interconnection to the Bidirectional meter the City shall inspect the Renewable Resource, installation and interconnection and approve or disapprove the interconnection. The city may disapprove any final interconnection for any reason.

**ENERGY RATES AND PAYMENTS** The customer shall be subject to the following provisions for service under the Tariff:

1. For all kilowatt hours (kWh) delivered by the City, the customer shall pay the



normal City tariff for customer service as if the customer had not installed a Renewable Resource.

2. The customer shall receive a corresponding credit in the same month for power delivered by the customer to the City at the rate of 4¢ per kWh. This rate may be changed from time to time by resolution with or without a corresponding change in the rate charged for power delivered by the city to its customers.
3. The City reserves the right to modify or amend by resolution this Tariff, the City's avoided cost rate, the displacement ratio, or the monthly service charge upon reasonable advance notice not less than 60 days to the customer.

**FORCE MAJEURE** Neither City nor the customer shall be subject to any liability or damages due to the inability of the City to serve the customer's load due to lack of energy from either the City or the Renewable Resource.

No other section or provisions of the City Ordinances shall be affected unless in conflict with the provisions contained herein.

Effective Date. This Ordinance shall become effective immediately upon adoption, posting and publication of a Summary in the Manti Messenger as provided in §10-3-711, Utah Code Annotated 1953, as amended.

PASSED AND APPROVED this 13th day of November 2018.

CITY OF MT PLEASANT

BY: Dan Anderson

ATTEST:

Jeanne M. Tejada  
Jeanne Tejada, City Recorder

(SEAL)



**EXHIBIT A**  
DESCRIPTION OF SITE

(Legal and narrative description, including address and aerial photo.)





The applicant hereby certifies that the above information, along with the attached plans and project descriptions, are correct, The applicant agrees to comply with the provisions of the Mt. Pleasant City Electrical Service Rules and Regulations, Interconnection Standards for Generating Facilities, Building Code, all other applicable sections of City Code, and all other laws and ordinances affecting the construction, installation and operation of the proposed generating facility.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Administrative Use Only  
Date Complete Application

Submitted: \_\_\_\_\_

Approved or Denied: \_\_\_\_\_

Application Reviewed By \_\_\_\_\_