**ORDINANCE NO. 2023-23**
**AN ORDINANCE OF WASHINGTON CITY**
**ADOPTING A RENEWABLE RESOURCE POLICY**

**WHEREAS**, Washington City ("City") has an interest in allowing for Renewable Resource projects within the City; and

**WHEREAS**, the City desires to adopt the Renewable Resource Policy set forth below; and

**WHEREAS**, the City Council has reviewed this Renewable Resource Policy and finds that it is in the best interest of the public and promotes the health, safety and welfare of the community;

**NOW THEREFORE, BE IT HEREBY ORDAINED** by the City Council of Washington City as follows:

1. Amendment. The City hereby adopts the "Renewable Resource Policy" shown on Exhibit A, the "Renewable Resource Application" form shown on Exhibit B (or a form substantially similar thereto), and the "Renewable Resource Agreement" shown on Exhibit C (or substantially similar thereto), which are attached hereto and incorporated herein.

2. Miscellaneous.

   A. If any provision or clause of this ordinance or the application thereof to any person or entity or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other sections, provisions, clauses or applications hereof which can be implemented without the invalid provision(s), clause(s) or application(s) hereof, and to this end the provisions and clauses of this ordinance are declared to be severable.
   B. This ordinance supersedes or repeals the provision(s) of any ordinance(s) or resolution(s) that is(are) inconsistent with the provisions of this ordinance.
   C. This Ordinance shall take effect upon publication or posting as required by law.

**PASSED AND ORDERED POSTED** this 14th day of June, 2023.

Attest by:

Tara Pentz, City Recorder

The Great Seal of Washington City Utah

Washington City

Kress Staheli, Mayor

**Exhibit A**

**WASHINGTON CITY**
**RENEWABLE RESOURCE POLICY**
**July 1st, 2023**

The Renewable Resource Policy is a billing arrangement where residential and business customers who produce their own energy from renewable sources to offset their own electrical usage and allows for customers to get a credit on their electric bills at the wholesale rate for the extra energy that flows back into the City's distribution system, (See Attached Example).

### 7-6C-1: Availability:

Washington City ("City") desires to encourage the use of Renewable Resources with Washington City Electric Customers ("Customer") by making available a meter capable of measuring the electrical energy delivered from the City to the Customer and the electrical energy received from the Customer to the City ("Bidirectional Meter"). The Bidirectional Meter will be available to any electric Customer connected to Washington 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.

Washington City also desires to set a capacity cap of 4,000 installed kilowatts (kW) of Renewable Resources allowed to connect to the City distribution system after which applications for connection will no longer be accepted. The capacity cap will be reviewed from time to time by the City and may be increased or decreased if it is in the best interest of the City.

### 7-6C-1A: Solar Installation Company Agreements

All solar companies wanting to do business in Washington City boundaries shall meet with the Washington City Power department to discuss a solar installation agreement. This agreement will go over solar standards, policies and procedures for Washington City Power and Dixie Power in the Washington City boundaries. All companies shall be represented by a solar company installation manager, company representative, and emergency contact. Upon completion of the class, the solar company will be approved to apply for building permits and to do business in the Washington City Boundaries.

### 7-6C-2: Application Provisions:

The Customer must make an application to Washington City and receive approval from the City before installing an interconnected Renewable Resource on their property. Washington City may withhold approval if for any reason the requested interconnection would result in a negative monetary or physical impact on the City's electrical system.

The City may approve the agreement if there are no physical or monetary negative impacts.

A. By accepting this Renewable Resource Policy, the Customer hereby agrees to the following provisions:

1. System Maximum Size & Output Limits
    i. The maximum total system AC output is limited to 16 kW for residential installations. Commercial and residential systems over 16 kW will be reviewed on a case by case basis and may require an additional study & review process.
    ii. The monthly electrical energy output of the Renewable Resource shall not be greater than 120% of the historical maximum monthly energy consumption (kWh) of the location of the Renewable Resource.

2. A Renewable Resource installed by the Customer shall include, at the Customer's expense, all equipment necessary to meet applicable safety, power quality and interconnection requirements established by the City, State, National Electric Code (NEC), National Electric Safety Code (NESC) and shall be manufactured and installed to interconnection standards that meet or exceed the Institute of Electrical and Electronics Engineers, Inc. ("IEEE") standard 1547 for Interconnecting Distributed Resources with Electric Power Systems and Underwriters Laboratories Inc. ("UL") standard 1741, Inverters, Converters and Controllers for use in Independent Power Systems. Energy storage systems must comply with UL 9540, Energy Storage System (ESS) Requirements, listed and comply with all state and code requirements. Additional UL, IEEE and other industry standards may apply.

3. The Customer shall be required to install or upgrade the following:
    i. A manual disconnect for the renewal resource system that is within 5 feet of the meter location, readily accessible by City personnel and outside of any fenced area. The disconnect switch shall be lockable and shall be labeled as "Generation Disconnect".
    ii. Equipment required to meet rapid shutdown requirements
    iii. A single production meter base located adjacent to the manual disconnect wired to measure the total output of the Renewable Resource. The City will provide the production meter.
    iv. For ESS systems smoke detection equipment shall be installed and must comply with all code requirements.
    v. If the existing main service location and equipment does not comply with current Code or City requirements the service equipment must be upgraded to comply with all current Code and City requirements.

4. The City shall install and maintain a new revenue meter for the Customer, at the Customer's expense. In addition, any subsequent revenue meter change necessitated by the Customer, whether because of a decision to stop the Renewable Resource Policy or for any other reason, shall be an expense billed to

the Customer at the applicable service rates.

5. By accepting this agreement, the Customer releases 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.

6. The Customer will comply with all City service and utility billing requirements, including payments for applicable monthly electrical base rates and other utility billings, fees and taxes.

7. The Customer will comply with all installation requirements, building and electric codes of the City.

8. The Customer's facility used for Renewable Resource generation shall be equipped with metering equipment, which can measure the flow of electricity delivered to the Customer from the City and received from the Customer to the City. For customer facilities less than 25 kilowatts (kW) in rated capacity, this shall be accomplished through the use of a single, bi-directional electric revenue meter.

9. The City shall make Renewable Resource available to eligible customers on a first-come, first-served basis. Single or multiple Renewable Resource connections to a City owned transformer, which create an imbalance that exceeds 20% of the nameplate rating may be denied at the City's discretion or, if approved, may require system upgrades including additional transformers or other system upgrades at the Customer's expense.

10. System Design Review & Approval Requirements
    i. All renewable resource system designs shall be reviewed and approved by a third-Party reviewer prior to submitting plans to the City for review. The third-party reviewer must be a City approved third party reviewer. The Customer will be responsible for costs associated with the third-party review and shall pay the reviewer directly.
    ii. The renewable system design must also be reviewed and approved by the City through the standard building permit process.
    iii. Renewable Resource connections to City facilities above the standard single phase 120/240 volt system shall be reviewed by the City under a separate review and approval process, which may include a system impact study.
    iv. Large single phase, three phase or complex systems installations over 16 kW AC output may also require a separate review, study and approval process. (See paragraph 11 below)
    v. Renewable Resource connections to transmission (69 kV) or distribution (12.47 kV) lines within the City are prohibited.
    vi. Systems that include battery or generation backup capabilities may require additional review and study costs.

11. Special System Engineering & Study Requirements
    i. If the Renewable Resource project requires special engineering studies, the Customer shall be responsible for all costs. The need for additional system engineering studies will be solely determined by the City.
    ii. An estimate of the Study costs shall be provided by a licensed engineering firm as determined by the City and payment will be made by the Customer, to the City, before the engineering study is approved. Final billing for the study will be trued up upon completion and the Customer shall be billed for any amount above, or their electric account credited, for any amount below the initial estimate.

12. The Customer shall be solely responsible for all work, and costs incurred, for installation and maintenance of the Renewable Resource. All modifications or improvements required to the City's electric system, due to the Customer's installation of facilities, shall be paid for by the Customer.

**7-6C-3: Inspection:**

Upon approval and installation of a Renewable Resource, but before installation of 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.

1. The City shall have the right to inspect the Customer's Renewable Resource during reasonable hours and with reasonable prior notice to the Customer. If the City finds that the Customer's Renewable Resource is not in compliance with the requirements of the City's interconnection rules and the standards set forth in this Policy, and noncompliance 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.

2. 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 re-establish an interconnection.

**7-6C-4: Energy Rates and Payments:**

The Customer shall be subject to the following provisions for service under this Policy:

1. For all kWh delivered by the City to the Customer, the Customer shall pay the applicable retail rate, as if the Customer had not installed a Renewable Resource.

2. For all kWh received from the Customer to the City, the City shall credit the Customer's current electric bill during the current billing period at the current rate per kilowatt-hour as approved by the City Council. Note this rate may be adjusted

+/- in conjunction with the overall City power rates.

3. Each account is charged and/or credited ($) on a monthly basis for the energy delivered and received. Carryover of kWh's produced to the City's system from month to month is not allowed.

4. Energy produced and consumed onsite by the customer is considered the avoided cost or return on investment and will not be included in the determination of the wholesale credit to the customer account.

5. If the credit amount ($) exceeds the electrical charges due, a credit will be applied on the next month's billing. At the discretion of the City, a check may be issued to the Customer in lieu of a credit amount.

6. If a home with a Renewable Resource is sold, any remaining credit amounts will be applied to the outstanding electrical billing for kWh consumption and base fee or a check will be issued if a credit amount is due to the Customer.

7. Renewable Resource credit shall only be applied to offset part of or all of a Customer's own electrical requirements at a single metering point. Renewable Resource credit shall not be applied to multiple meters owned by a single customer at separate locations.

8. This agreement is between the electric Customer and the City. Nothing in this policy allows for the purchase or sale of energy produced by the Customer to or from a third party. Renewable Resources on rental units are not eligible for Renewable Resource installation under this policy.

9. The City reserves the right to modify or amend this Policy, the City's avoided cost rate, the displacement ratio, or the monthly service charge, upon reasonable advance notice to the Customer. (30 days.)

**7-6C-5: Liability:**

The Customer shall be responsible for any damage caused by the Customer's Renewable Resource to the City's distribution system and other customer facilities. The Customer shall be responsible for the installation and maintenance of applicable protection equipment, and for any damage caused by improper application, maintenance or faulty equipment. The City will not be liable directly or indirectly for permitting or continuing to allow an attachment of a Renewable Resource, or the acts or omissions of the Customer's Renewable Resource that cause loss or injury, including death, to any third party.

Application for the Customer's Renewable Resource, within a Home Owners Association (HOA), must be accompanied by a letter of approval of the Renewable Resource installation, signed by the Chairman of the board at the time of application. The letter must include a copy of the minutes showing a majority vote of approval. The City is not

liable for any violation of existing CCR's within an HOA, related to the Customer's installation of a Renewable Resource.

For multi-family unit locations, if the installation requires feeders and/or equipment to be installed on or across another owner's unit the Customer must obtain proper written easement/permission for such an installation. The Customer is solely responsible to obtain any needed easements or permissions.

Neither the 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.

Neither the City nor the Customer, shall be subject to any liability or claims for damages due to the inability of equipment manufacturers or vendors to provide equipment or repairs essential for the safe operation of the system in a timely manner.

7-6C-6: **Forms:**

Forms for the Renewable Resource program are on file at the city offices or available online.

**Exhibit B**

**WASHINGTON CITY RENEWABLE RESOURCE POLICY**
**APPLICATION FOR INTERCONNECTION REVIEW**

*Please carefully read all of the following information. With the help of your Installation Contractor, fully complete the form for Solar Electric Equipment, as well as the Washington City Renewable Resource Policy Agreement.*

**Solar Electric Equipment Information:**

Customer Name: _____

Customer Address: _____

_____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Utility Account #: _____ Email: _____

**A. EQUIPMENT INFORMATION**:

Solar Electric Module Manufacturer: _____

Module Model Number: _____

Power Rating per Module: _____ DC Watts Number of Modules: _____

Total Array Output: _____ DC Watts (Number of Modules x Power Rating)

Inverter Manufacturer: _____

Inverter Model Number: _____

Inverter's Continuous AC Rating: _____ AC Watts

Number of Inverters: _____

Total System Output: _____ AC Watts

Inverter's Peak Efficiency: _____ (Refer to manufacturer's peak efficiency rating)

Solar Electric Array Location: ____Rooftop ____Pole Mount or ____Ground Mount

Solar Electric Module Orientation: _____ degrees (e.g., 180 degrees magnetic south)

Solar Electric Module Tilt: _____ degrees
(e.g., flat mount = 0 degrees; vertical mount = 90 degrees)

Solar Electric Module Tracking: ___Fixed ___Single-axis ___Double-axis

Inverter Location: ___Indoor ___Outdoor Location

Utility-Accessible AC Disconnect Switch Location: _____
(**within 5 feet of meter location and readily accessible**.)

System Type and Mode of Operation:

____ Utility interactive (parallel/capable of back feeding the meter)
____ Dedicated circuit, utility power as backup (transfer switch)
____Stand-alone (system confined to an independent circuit, no utility backup)

*A one-page site map and system single line must accompany this application. This document must indicate the location of the solar electric modules, the inverter, batteries (if any), lockable disconnect switch, and point of connection with the utility system. Data sheets showing device ratings and calculations needed to demonstrate Code compliance shall accompany the application. Pictures of the existing service and other equipment and ratings are to be provided. The installation address, current account number at that address, and the installer's name and telephone number must also be included on the one page site map.*

Does this system include batteries or a generator back up? _____ yes ____no
If yes, there may be additional review required.

Total Installed System Cost: $_____

**B. PROPOSED INSTALLATION/INTERCONNECTION/SINGLE LINE:**

(The Customer is to provide a single line drawing, existing installation details, pictures and other required information as attachments for review and approval.)

## Exhibit C

## Washington City Renewable Resource Policy Agreement

Term:

1. This Agreement becomes effective when executed by both parties and shall continue in effect until terminated by either party.
2. The Customer may cancel this agreement with not less than thirty (30) days written notice.
3. The City may cancel this Agreement if the customer is in breach of the Applicable Provisions or the customer Renewable Resource becomes unsafe, or inactive for a period of six (6) consecutive months, or if the resource causes any damage or disruption to the utility system as determined by the city.

AGREED TO BY:

***Renewable Resource Customer***

Name_____ State of _____

Title_____ County of _____

Date_____ Date:_____

Signature_____ Notary Signature _____

APPROVED BY:

***Washington City Corporation***

Name_____

Title_____

Date_____

Signature_____

This application, one line drawing and agreement will be submitted to the building department for the review, inspection and approval process. Inspection fees will apply. The original notarized document must be provided to the Power Department.

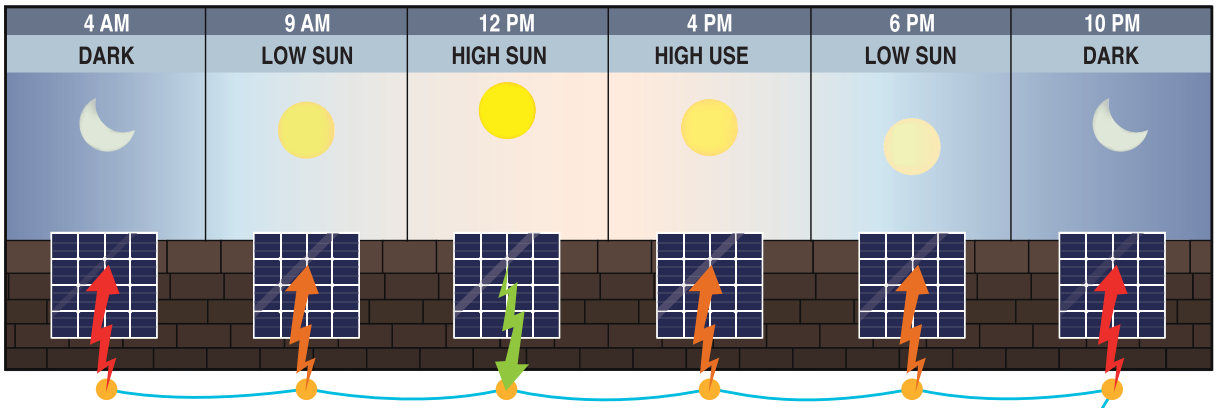
Renewable Resource Graphic

Washington City
Where Dixie Began

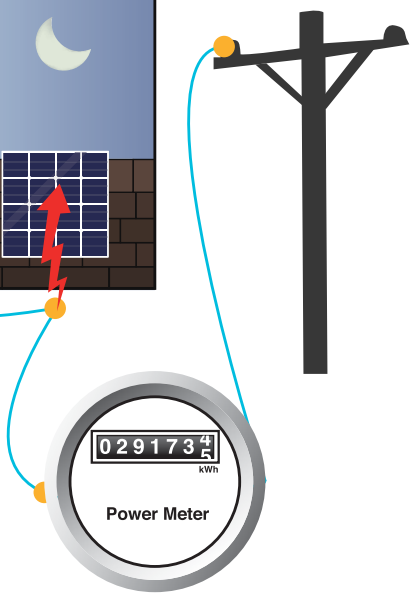
# Renewable Resource Policy

The Washington City Renewable Resource Policy is a billing arrangement where residential and business customers who produce their own energy from renewable sources can get a credit on their electric bills at the wholesale rate for extra energy that flows back into the city's distribution system.

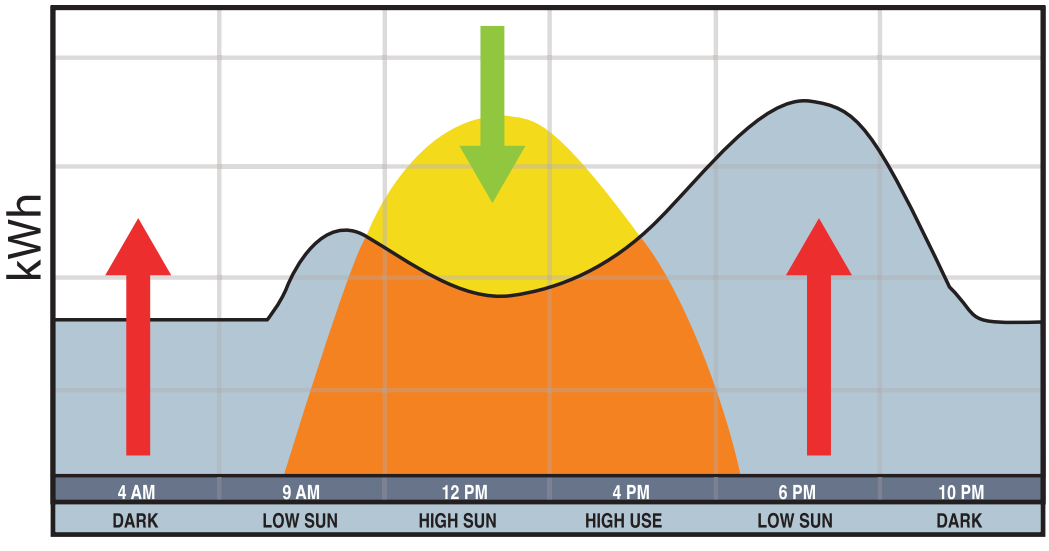
SOLAR CUSTOMERS STILL USE THE GRID 24 HOURS A DAY




EVERYONE WHO USES THE GRID SHOULD PAY THEIR FAIR SHARE FOR THE COSTS OF OPERATING IT.




## 24 Hour Graph




Energy credit at wholesale rate by utility
*Avoided Cost

Energy delivered by utility billed at retail rate

Power Consumed  Solar Consumed  Excess Solar