

# Net Metering Interconnection Agreement

Between:

**The City of Saskatoon**, a municipal corporation pursuant to the provisions of *The Cities Act*, S.S. 2002, c. C-11.1 (the "City")

- and -

**Customer name and address** (the "Customer")

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(Name)

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(Address)

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The Customer and the City through its electric division Saskatoon Light & Power agree as follows:

## General

1. (1) Where any word in this Agreement is capitalized, it shall have the meaning given to it in Section 2 of the Administrative Policy No. A07-022, Power Producer Policy (the "Policy"). The Policy may be found at [www.saskatoon.ca](http://www.saskatoon.ca).
- (2) The following signed agreement is required prior to the Customer connecting their Distributed Generation System to Saskatoon Light & Power's Distribution System. Once this document is signed, it must be submitted to Saskatoon Light & Power.
- (3) This Agreement contains the whole agreement between the parties and there are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein. Furthermore, this Agreement supersedes and cancels any and all power agreements that may have existed between the City and the Customer.
- (4) This Agreement and applicable guidelines, policies, and regulations are subject to changes or modifications, either in whole or in part, made from time to time by Saskatoon Light & Power, City Council or the General Manager of Transportation & Utilities.

### **Technical Requirements**

2. (1) The rights and obligations of the City and the Customer, including metering and billing provisions, are set out in the Policy. The Customer certifies that they have had the opportunity to read the Policy, and are willing to comply with the rules and terms of use outlined in the Policy.
- (2) The Customer warrants that the Customer and the Distributed Generation System has fulfilled all the Customer Responsibilities and have met all the eligibility requirements as specified in the Policy.
- (3) The Customer certifies that their Distributed Generation System has been commissioned and tested as recommended by the equipment manufacturer and the Province's electrical inspection authority.
- (4) The Customer shall operate the Distributed Generation System in a safe manner in accordance with Saskatoon Light & Power's Interconnection Guideline.
- (5) The Customer shall maintain the Distributed Generation System as specified by the manufacturer's recommendations. The Customer shall verify the inverter's anti-islanding function operation according to the manufacturer's recommended schedule, or at least once a year, whichever comes first.
- (6) The Customer acknowledges and agrees that changes to the Customer's Distributed Generation System are prohibited without submitting a new Application for Generation Interconnection to Saskatoon Light & Power and obtaining a new Net Metering Interconnection Agreement.

### **Rates and Emissions Credits**

3. (1) The Customer understands and agrees that any excess electrical energy generated by the Customer shall be delivered to the Distribution System, and that delivered electrical energy is to be used as credit against electrical energy delivered from Saskatoon Light & Power to the Customer. Banked energy shall be valued at the same rate as the Customer's Rate Class. Banked energy cannot be transferred to another account. Accounts that go out of billing shall forfeit any banked energy.
- (2) The Customer understands and agrees to the Net Metering Billing practice as described in the Policy.
- (3) The Customer grants any Emissions Credits to The City.

### **Disconnection**

4. The City shall be permitted to disconnect Saskatoon Light & Power's Distribution System from the Distributed Generation System to the extent and for the duration the City, in its sole and absolute discretion, deems necessary for the purpose of safeguarding life or property or for the operation, maintenance, repair, replacement, or extension of Saskatoon Light & Power's Distribution System.

**Indemnity and Liability**

- 5. (1) The Customer shall indemnify and save harmless the City, from and against any and all damages, losses, expenses, or costs incurred by the City arising out of, either directly or indirectly, any act or omission of the Customer in the performance or non-performance of any of its obligations under this Agreement; provided that the Customer shall not be obligated to the City for any consequential, indirect or special damages of any kind or nature.
- (2) The Customer agrees to accept all liabilities for any loss, damages and expenses which the Customer may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of the City, its servants, agents, contractors or employees under this Agreement, excepting only such loss, damages or expenses that may be attributable to the sole negligence or wilful misconduct of the City.

**Term and Termination**

- 6. (1) This Agreement shall be for as long as the Customer continues to receive electrical service from the City and the Self-Generation Programs are offered by the City. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Upon termination of this Agreement, the Customer shall forthwith disconnect the Distributed Generation System from Saskatoon Light & Power's Electrical System.
- (2) This Agreement shall terminate automatically if the Customer terminates their account with Saskatoon Light & Power for Electrical Service to the Customer's Property on which the Distributed Generation System is located.

Signed by the customer this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Customer**

\_\_\_\_\_  
(Customer Signature)

Signed by The City of Saskatoon this \_\_\_ day of \_\_\_\_\_, 2016.

**The City of Saskatoon**

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Director of Saskatoon Light & Power (or designate)