

Municipal Service Commission
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NET METERING AGREEMENT

FOR CUSTOMER-GENERATOR SYSTEMS

THIS AGREEMENT FOR NET METERING (the “Agreement”), is made as of this ____ day of _____, _____, by and between Wyandotte Municipal Services, (the “Utility”) and _____, (“Customer-Generator”) for service at _____. The Utility and the Customer-Generator are sometimes referred to herein individually as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties of this agreement do now agree that:

- A. The Company is a municipal utility engaged in the sale and distribution of electric energy and, pursuant to its Electric Rules and Regulations, offers service under Rule XI, Permanent Electrical Services.
- B. Customer-Generator receives electrical service from the Utility at rates contained in the Company’s electric rate and desires to obtain service from the Utility under Rule XVI, Special Extensions and Services – D.2. Net Metering.
- C. Customer-Generator has installed and desires to Operate, in Parallel with the Utility’s electric system, from and after the date of this Agreement, certain electrical equipment at the above location, consisting of a total AC installed capacity of _____ and related facilities and equipment (“Generating Facility”), for the purpose of offsetting part, or all, of the Customer-Generator’s electric service requirements.
- D. It is anticipated that the Generating Facility may, from time to time, generate less than all of the Customer-Generator’s electrical requirements at the Generating Facility location. The Generating Facility may, from time to time, generate energy in excess of the Customer-Generator’s electrical requirements at the Generating Facility location.
- E. The Generating Facility and the Utility’s electric system are Interconnected under the provisions of a separate Interconnection Agreement at one meter location indicated in the Generator Interconnection Requirements (“Exhibit A” herein) which are incorporated herein by this reference.
- F. The Utility has established a total Net Metering installed capacity of the sum of all Generating Facilities to 5000 KW and that no single Generating Facility can exceed a total capacity of 5 KW for Residential Service or 30KW for all other Service Classes.
- G. The Utility Net Metering program will be available under this agreement until January 1, 2015. All installations are required to be complete by that date in order to be eligible for the program.

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NOW, THEREFORE, for and in consideration of the mutual benefits to be derived there from, the Utility and Customer-Generator agree as follows:

1. Service Schedule and Rates

- 1.1 Customer-Generator requests service from the Utility under Rules and Regulations XVI D.2 Net Metering and agrees to receive such service pursuant to the terms and conditions of Rules and Regulations and pursuant to the terms and conditions of this Agreement.
- 1.2 The Utility agrees to provide service to Customer-Generator pursuant to the terms and conditions of Rules and Regulations and at rates reflected in Electric Rate Schedule (as such rates may be revised from time to time upon approval by the Municipal Service Commission) and pursuant to the terms and conditions contained in this Agreement.

2. Parallel Operation

Customer-Generator shall, pursuant and subject to Rules and Regulations and the Interconnection Agreement between Customer-Generator and Utility, deliver into the Utility's electric system all energy generated by the Generating Facility in excess of Customer-Generator's electrical requirements.

3. Aggregate Size Limitation on Net Metering Program

The Net Metering Program size shall be limited to 5000 KW. The Utility will honor requests for interconnection on a "first-come, first-served basis" as net-metering capacity becomes available.

4. Aggregate Size Limitation on Generating Facility

The purpose of this Agreement is to set the provisions by which customers may install renewable generating equipment to off-set all or a portion of their load at a given location. The Customer-Generator is limited by this Agreement to installing generating equipment not to exceed the expected annual peak demand of the load that the Generating Facility is off-setting or a total capacity of 5 KW for Residential Service or 30 KW for all other Service Classes, whichever is smaller.

5. Delivery of Excess Energy Generated by the Generating Facility

- 5.1 Customer-Generator shall deliver into the Utility's electric system at the Point of Delivery all excess electric energy, described in Section 2 above, generated by the Generating Facility. The "Point of Delivery" is the location, as shown on Exhibit A, where the Utility's electric system is interconnected with the Generating Facility. Such excess electric energy shall be delivered in the form of _____ phase, sixty (60) hertz, and alternating current (AC) at _____ volts. In no event shall Customer-Generator deliver into the Utility's electric system electric energy at more than five (5) percent above or five (5) percent below such voltage.
- 5.2 Net Energy Billing Terms and Conditions
 - (a) The Utility shall measure the net electricity produced or consumed by the Customer-Generator during each billing period, in accordance with normal metering practices. All electricity generated and recorded by such metering by the

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Customer-Generator during the billing period will be credited at a rate of \$0.05 per kilowatt-hour. Any excess electricity produced over the billing period will be treated as described in Section 5.2(b) and 5.2(c) below.

- (b) If the electricity supplied by the Utility exceeds the electricity generated by the Customer-Generator during the billing period, or any portion thereof, then the Customer-Generator shall be billed at the rate under which the Customer-Generator takes service for the net electricity supplied by the Company. In addition, the Customer-Generator shall be billed the appropriate Customer charge paid by other Customers in the same rate class for each meter and any other charges, such as Demand and reactive power charges and other charges applicable to energy use and applicable adjusting rates.
- (c) If the electricity generated by the Customer-Generator during the billing period, or any portion thereof, exceeds the electricity supplied by the Utility, then the Customer-Generator shall be:
 - i. Billed for the appropriate Customer charge as other Customers in the same rate class for each meter and any other charges, such as Demand and reactive power charges and any applicable adjusting rates; and
 - ii. Credited for the net excess kilowatt-hours generated during the billing period, with this kilowatt-hour credit appearing on the Customer-Generator's bill for the following period. This kilowatt-hour credit will be used to off-set the following period's consumption.

5.3 In consideration of Paragraph 5.2 above the Utility will receive all environmental attributes associated with the Generating Facility.

6. Interruption

- 6.1 At any time, and from time to time, the Utility may disconnect its electric system from the Generating Facility or may interrupt or reduce the flow of energy to or from the Generating Facility if, in the Utility's sole determination, failure to do so
- (a) would interfere with or endanger or adversely affect the Utility's electric system or operations,
 - (b) would endanger any person or the property of the Utility, of Customer-Generator, or of any third party, or
 - (c) would be unsafe or contrary to prudent electrical practices.

For the purposes of this Agreement "prudent electrical practices" means (a) those practices, methods and acts which when engaged in are commonly used in prudent utility engineering and operations to operate electric equipment lawfully and with safety, reliability, efficiency and expedition; or (b) if no such practices, methods and acts exist, then those practices, methods and acts which, in the exercise of reasonable judgment considering the facts with applicable law, safety, reliability, efficiency and expedition.

Prudent electrical practices are not limited to the optimum practice, method or act, but rather is a spectrum of possible practices, methods or acts.

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6.2 The Utility shall have no liability (whether arising in contract, tort, strict liability, warranty or otherwise) for any loss or damage whatsoever arising out of any action taken by the Utility pursuant to this Section and Customer-Generator hereby releases the Utility from such liability.

7. Term and Termination

- 7.1 This Agreement is effective upon execution the day and year first above written. Continued service under this Agreement is contingent upon the availability of Rules and Regulations Rule XVI.
- 7.2 Customer-Generator may disconnect the Generating Facility at any time upon thirty (30) days' notice to the Utility and this Agreement shall terminate upon permanent physical removal of facilities necessary to interconnect the Generating Facility with the Company's electric system; provided, that all obligations incurred before the termination of this Agreement shall survive such termination and continue in full force and effect until fully satisfied.
- 7.3 Upon termination, the Utility will remove any unused credits that the Customer-Generator may have accrued, without payment of any kind.

8. Governmental Authority

Customer-Generator shall obtain all governmental authorizations, licenses and permits needed for the construction and operation of the Generating Facility.

9. Interconnection Agreement

Customer-Generator shall enter into an Interconnection Agreement with the Utility prior to the Interconnection of the Generating Facility to the Utility's distribution system. This Agreement shall be null and void at any time when such an Interconnection Agreement is not in effect and the Utility may disconnect the Generating Facility from the Utility's distribution system. The Interconnection Agreement for the Generating Facility under this Agreement is incorporated herein and made a part of this Agreement by its reference.

10. Information

Customer-Generator shall promptly furnish the Utility with copies of such plans, specifications, records, and other information relating to the Generating Facility or the ownership, operation, use, or maintenance of the Generating Facility, as may be reasonably requested by the Utility from time to time. All such information, together with any and all other documents and information furnished to the Utility under this Agreement shall be given to the Utility on a non-confidential basis.

11. Notices and Other Communications

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be given in writing (i) by personal delivery, (ii) by recognized overnight air courier service, (iii) by United States postal service, postage prepaid, registered or certified mail, return receipt requested, or (iv) by facsimile transmission, using facsimile equipment providing written confirmation of successful completed transmission to the receiving facsimile number. All notices to either Party shall be made to the address set forth below. Any notice shall be deemed to have been given on the date delivered, if delivered personally, by

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overnight air courier service or by facsimile transmission; or, if mailed, shall be deemed to have been given on the date shown on the return receipt as the date of delivery.

Addresses for Notification. If to:

Utility: Wyandotte Municipal Services
3200 Biddle Ave, Suite 200
Wyandotte, MI 48192
Attn: Net Metering
Tel. (734) 324-7100

Customer: _____

Attn: _____
Tel. () _____
FAX () _____

12. Miscellaneous

- 12.1 This Agreement is subject to the General Rules and Provisions as set forth in the Utility’s Electric Tariff and other Schedules that may apply. Such schedules may be revised from time to time upon approval of the Utility’s Board of Commissioners. Any conflict between this Agreement and any provisions of the Utility’s approved tariffs and rate schedules shall be resolved in favor of such tariff and schedule provisions. Terms defined in the Utility’s tariff and/or schedules shall have the same meaning when used in this Agreement unless the usage clearly indicates otherwise.
- 12.2 This Agreement and all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties; provided, that Customer-Generator shall not assign all or any part of this Agreement (or assign any of its rights under this Agreement or delegate performance of any of its obligations under this Agreement) without prior written consent of the Utility.
- 12.3 Customer-Generator shall be and act as an independent contractor (and not as an employee, partner, agent, or representative of the Utility) in the performance of this Agreement.
- 12.4 This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Michigan (without regard to any conflict of law rules).
- 12.5 All obligations of the Parties arising pursuant to this Agreement which may reasonably be construed as surviving the completion, termination, or cancellation, including, but not limited to, Section 12 of this Agreement, shall survive the completion, termination or cancellation of this Agreement and shall be and remain fully enforceable in accordance with the terms and conditions of this Agreement.

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- 12.6 Nothing in this Agreement shall be construed to create any duty, obligation or liability to, or any standard of care with reference to any person or entity, other than the Parties (and their respective successors and assigns, subject to this section).
- 12.7 This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either of the Parties.
- 12.8 Except as otherwise provided herein, this Agreement, including all exhibits hereto, sets forth the entire agreement between the Parties. This Agreement may not be modified or amended except by written amendment, signed by both Parties hereto.

Wyandotte Municipal Services

[Customer-Generator]

By _____
Signature

Name

By _____
Signature

Name

Its _____
Title

Its _____
Title

Date _____

Date _____