



615 North Moapa Valley Boulevard • P O Box 395  
Overton, Nevada 89040-0395

**Regulation No. OPD S 9.101**

**Date First Approved: August 20, 2008**

**Revision No.: 2**

**Date Last Revised: 4/7/2021**

**Date Approved: June 19, 2019**

**Approved By:** \_\_\_\_\_  
Mike Young, Board Secretary

**OVERTON POWER DISTRICT No. 5  
OPERATING REGULATION**

**NET METERING**

**A. PURPOSE**

The purpose of this regulation is to establish a basis of understanding between Overton Power District No.5 (OPD5) and its Customers relative to net metering. This Policy is created to provide a means for Customers to offset or eliminate their annual energy costs and to reduce their carbon footprint.

OPD5, a non-profit agency, intends to accomplish this purpose without placing additional cost on other Customers or reducing power quality.

Changes to this policy will not be applied retroactively to any rebate from a Net-Metering agreement signed before approval of this policy on the date shown above.

**B. TERM**

This policy shall be reviewed by the Board of Trustees every two years from the date approved and shall apply to net metering agreements signed after the approval date and before the expiration date. The terms of the existing contracts will remain in effect until their contract expires; at which time they will be subject to enter into a new contract.

This policy may be reviewed, modified, terminated or extended by the Board of Trustees.

## C. DEFINITIONS

**Applicant** means a Customer who requests a net-meter and is in the process of establishing and Interconnection Agreement.

**Average Energy Cost** is defined as the average cost per kWh that OPD5 paid to purchase power for the previous calendar year.

**Customer** means a Customer of OPD5 who has applied to receive energy and capacity from OPD5 and is connected electrically to OPD5's power system with a revenue meter.

**Customer-Generator** is defined as a Customer who owns equipment used to generate, manage and monitor electricity on their side of the meter.

**Interconnection Agreement** means an agreement between a Customer-Generator and OPD5 which governs the connection of the Customer-generating facility to the electric distribution system.

**kW** is defined as a kilowatt, which represents the capacity component of power. One kW equals 1,000 watts.

**kWh** means kilowatt-hour, which represents the energy component of power. One kWh equals 1,000 watt-hours.

**Large Commercial Customer** is a commercial Customer of OPD5 who receives delivery of energy and capacity utilizing a three-phase power system and over (15,000) kWh of energy per month.

**Net Metering** is defined as measuring the difference between the electricity supplied by OPD5 through the electric grid to the Customer and the electricity generated by the Customer and fed back onto the electric grid.

**Net Metering Customer** is defined as a Customer that enters into a Net Metering agreement with OPD5.

**OPD5** means Overton Power District # 5

**Party or Parties** is defined as the Customer and OPD5 independently or collectively.

**Policy** means OPD5's Net Metering Policy

**REC** is defined as Renewable Energy Credit. REC is also known as renewable energy certificate or "green tag." A REC is an environmental commodity that is used to

represent the value of renewable energy as compared to energy generated by traditional fossil fuels.

**Renewable Generation** means any type of renewable resource that is used to generate electrical energy and capacity such as wind, solar, and geothermal generation.

**Residential Customer** is defined as a Customer who receives delivery of energy and capacity at their place of residence.

**Small Commercial Customer** is defined as a commercial Customer of OPD5 who receives delivery of energy and capacity at their business, utilizing a single phase or three phase power system but use less than (15000) kWh per month

#### **D. RESIDENTIAL CUSTOMERS**

1. OPD5Rebate

OPD5's rebate offer expired as of October 1, 2019. The rebate will not be included on Net-Metering agreements signed after September 30, 2019.

2. Base Charge

A Net Metering Customer shall be responsible for the monthly base charge. The monthly base charge cannot be zeroed out by using credits received from generating excess energy.

2.1 Auxiliary Fees and Other Charges

A Net Metering Customer shall be responsible for any auxiliary fees and other charges assigned to Customers who reside within specified boundaries or within a certain jurisdiction where such fees and charges are imposed. The monthly auxiliary fees and other charges cannot be zeroed out by using credits received from generating excess energy.

3. Other Rebates

The Customer may be entitled to other rebates including federal and state rebates. The Customer is responsible to seek out, apply for, and collect such rebates.

4. Excess Generation

4. Excess Generation The energy (kWh) generated each month in excess of the Customer's usage will be credited in dollars to the Customer's account at the average cost of power for use the following month. At the completion of your billing cycle in December and following the commencement of Interconnection Agreement by both parties, OPD5 will zero the customers account of any excess credits. There will be no credit or buyback for the excess generation.

5. Generator Size

The sum total of installed generation for residential Customers shall be limited to a maximum of 10 kW. Generation exceeding 10 kW is permitted only by approval of OPD5's Engineering Dept.

**E. SMALL COMMERCIAL CUSTOMERS**

1. OPD5 Rebate

OPD5's rebate offer expired as of October 1, 2019. The rebate will not be included on Net-Metering agreements signed after September 30, 2019.

2. Base Charge

A Net Metering customer shall be responsible for the monthly base charge. The monthly base charge cannot be zeroed out by using credits received from excess energy generation.

2.1 Auxiliary Fees and Other Charges

A Net Metering Customer shall be responsible for any auxiliary fees and other charges assigned to customers who reside within specified boundaries or within a certain jurisdiction where such fees and charges are imposed. The monthly auxiliary fees and other charges cannot be zeroed out by using credits received from generating excess energy

3. Other Rebates

The Customer may be entitled to other rebates including federal and state rebates. The Customer is responsible to seek out, apply for, and collect such rebates.

4. Excess Generation

4. Excess Generation The energy (kWh) generated each month in excess of the Customer's usage will be credited in dollars to the Customer's account at the average cost of power for use the following month. At the completion of your billing cycle in December and following the commencement of Interconnection Agreement by both parties, OPD5 will zero the customers account of any excess credits. There will be no credit or buyback for the excess generation.

5. Generator Size

The sum total of installed generation for Small Commercial Customers shall be limited to a maximum of 10 kW. Customers requesting generation exceeding 10 kW is permitted only by approval of OPD5 Engineering Dept.

**F. LARGE COMMERCIAL CUSTOMERS**

1. OPD5 Rebate

OPD5's rebate offer expired as of October 1, 2019. The rebate will not be included on Net-Metering agreements signed after September 30, 2019.

2. Base Charge

A Net Metering Customer shall be responsible for the monthly base charge. The monthly base charge cannot be zeroed out by using credits received from excess energy generation.

2.1 Auxiliary Fees and Other Charges

A Net Metering Customer shall be responsible for any auxiliary fees and other charges assigned to customers who reside within specified boundaries or within a certain jurisdiction where such fees and charges are imposed. The monthly auxiliary fees and other charges cannot be zeroed out by using credits received from generating excess energy

3. Other Rebates

The Customer may be entitled to other rebates including federal and state rebates. The Customer is responsible to seek out, apply for, and collect such rebates.

4. Excess Generation

4. Excess Generation The energy (kWh) generated each month in excess of the Customer's usage will be credited in dollars to the Customer's account at the average cost of power for use the following month. At the completion of your billing cycle in December and following the commencement of Interconnection Agreement by both parties, OPD5 will zero the customers account of any excess credits. There will be no credit or buyback for the excess generation.

5. Generator Size

The sum total of installed generation for Commercial Customers shall be limited to a maximum of 25 kW. Generation exceeding 25 kW is permitted only by approval of the OPD5 Engineering Dept.

**G. CONDITIONS OF ELIGIBILITY**

1. Applicant must be a customer of OPD5 and must maintain an active account with OPD5
2. Applicant must execute an Interconnection Agreement for Net Metering which specifies the terms and conditions of the net metering program.
3. Applicant may install generating capacity equal to their average annual usage, but the Applicant shall not exceed the sizing guidelines specified herein.
4. Applicant shall operate the generator in parallel with OPD5's electric distribution system.
5. Customer must purchase commercially available equipment and provide a manual

disconnect of the renewable generation within three feet of the meter.

6. OPD5 will accept up to a total of 5,000 kW of renewable generation on its system. Once this maximum level is achieved, OPD5 reserves the right to refuse additional applications.

#### **H. SIZING GUIDELINES**

1. The sum total of all Customer-Generation shall be sized to meet the Customer's average annual energy requirements.
2. The sum total of all Customer-Generation shall not exceed the service entrance capacity.
3. The sum total for all Residential Customer-Generation shall be limited to 10 kW. Residential Customer-Generation may exceed 10 kW with approval of OPD5 Engineers. The Residential Customer-Generator is responsible to pay for any upgrades to the power system that are required to accommodate Customer-Generation in excess of 10 kW or in excess of their service entrance capacity.
4. The sum total of all Small Commercial Customer-Generation shall not exceed 10 kW. Small Commercial Customer-Generation may exceed 10 kW with approval of OPD5 Engineers. The Small Commercial Customer-Generator is responsible to pay for any upgrades to the power system that are required to accommodate Customer-Generation in excess of 10 kW or in excess of their service entrance capacity.
5. The sum total for Large Commercial Customer-Generation shall be limited to 25 kW. Large Commercial Customer-Generation may exceed 25 kW with the approval of OPD5 Engineers. The Large Commercial Customer-Generator is responsible to pay for any upgrades to the power system that are required to accommodate Customer-Generation in excess of 25 kW or in excess of their service entrance capacity.

#### **I. CONDITIONS OF INSTALLATION AND OPERATION**

1. The cost, design, construction, operation and maintenance of the generator and associated facilities shall be the responsibility of the Applicant. Applicant shall insure that the design, construction and operation of the installation complies with all applicable safety and power standards of the National Electric Code (NEC), National Electric Safety Code (NESC), Underwriters Laboratories (UL), and the Institute of Electrical and Electronic Engineers (IEEE). The Applicant is responsible to obtain the proper permits and have the Renewable

Generation inspected by the appropriate county or city governments. OPD5 will verify that the Renewable Generation has been installed and is operable.

2. OPD5 will provide the Applicant with an estimate for the work required to install Net Metering. Applicant agrees to pay OPD5's estimated fees and costs associated with the labor, meters, and meter work required for installation at the Net Metering location. OPD5 is under no obligation to perform any work or connect a Net Metering Customer until the estimated fee is paid in full.
3. Applicant agrees to provide OPD5 access to all facilities, properties, and equipment as may be necessary to enable OPD5 to operate and maintain its respective facilities, equipment and property for purposes in connection with performing its rights and obligations under this Agreement and operating its electric system. OPD5 shall be allowed to perform a verification of the Applicant's installation prior to interconnection to OPD5's system and to perform periodic verification of Applicant's installation after interconnection to OPD5's system for purposes of reviewing compliance with paragraph 1 above. Upon interconnecting with OPD5, the Applicant shall become a Customer-Generator. OPD5 reserves the right to disconnect Customer-Generator for purposes of protecting its employees, property or the reliability of the electric distribution system.
4. The Customer-Generator shall be solely liable for any damages, including personal injury, loss of life or property damage associated with the installation, operation and/or any modification of the installation, including claims based on its design, construction, location, maintenance and operation. Customer-Generator agrees that OPD5 has no responsibility for the safety of the installation and will fully indemnify OPD5 from any loss, including its costs and attorney's fees, arising from any claim against OPD5 based upon or arising out of this Agreement or the installation and/or operation of said generation.
5. OPD5 assumes no liability for personal injury, bodily injury or property damage claimed by any person or party resulting from or arising out of (1) the engineering, design, construction, maintenance, or operation of Customer-Generator's installation, or (2) the making of replacements, additions, or betterments to Customer-Generator's installation. Customer-Generator shall indemnify OPD5 against any and all liability or loss arising out of this Agreement or the installation and/or operation of said generation.
6. The Agreement shall not be assigned by either Party without written consent of the other Party. However, OPD5 may assign or delegate its rights and obligations under the Agreement, in whole or in part without written consent, if such assignment is required by law or by a regulating body. If such assignment is made, OPD5 shall notify the Customer-Generator of the assignment within 30 days of the assignment. Such assignments may require the Customer-Generator and OPD5 to enter into a new agreement.

If an assignment is made by the Customer-Generator and is agreed to by OPD5, this agreement shall remain in effect for 30 days. The Party accepting such assignment shall

have 30 days to enter into a new agreement with OPD5 or this Agreement shall be terminated and become null and void.

7. The term of the Agreement will be effective from the date OPD5 and the Applicant execute the Agreement and will continue thereafter until termination of the Agreement in accordance with the following: (1) At any time the Renewable Generation fails to remain in compliance with the requirements contained in section 3 above, OPD5 may immediately terminate the Agreement, revoking Customer-Generator's right to interconnect the Renewable Generation to OPD5's electric distribution system and may take such steps as are necessary to physically disconnect the installation, (2) Applicant may request termination of the Agreement by written notice to OPD5. The Agreement may be terminated by mutual agreement of Applicant and OPD5. OPD5 reserves the right to require the Applicant to return to OPD5 the full monetary value of all OPD5 Rebate monies and credits that have been issued to the Applicant, before the Agreement is terminated, (3) Agreement will be terminated upon sale or transfer of property where Renewable Generation is installed. New owners will need to apply for and execute a new Interconnection Agreement.
  
8. Customer-Generator hereby transfers to OPD5 all Renewable Energy Credits ("REC's") derived from the Applicant's ownership and operation of, or production of energy from the Customer-Generator's installation and any benefits derived from the REC's. REC's are Renewable Energy Credits, offsets, or other benefits allocated, assigned or otherwise awarded or certified to an entity by any governmental authority or as received in connection with Renewable Quotas. "Renewable Quotas" are any laws which impose an obligation on OPD5 to meet a required percentage of its retail load requirement by purchasing or generating electricity derived from renewable energy sources. Upon receipt of any such REC's, Customer-Generator shall promptly use all commercially reasonable efforts to execute all documents, including documents transferring such REC's to OPD5 without further compensation, in order to ensure such REC's are vested in OPD5. The quantity of REC's transferred to OPD5 shall be the number of REC's attributable to Customer-Generator ownership and operation of, and all energy produced at, the Customer-Generator installation.

If a Customer-Generator signs a Net Metering Agreement and receives a rebate, and then later modifies or adds to the generating system, then the new REC's shall also be transferred to OPD5.

9. This Policy is subject to review, modification, or termination by OPD5's Board of Trustees with or without prior notification



Revised June 19,2019

**INTERCONNECTION AGREEMENT FOR NET METERING OF  
RENEWABLE ENERGY GENERATING FACILITIES  
(CUSTOMER INFORMATION)**

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Phone \_\_\_\_\_

E-Mail \_\_\_\_\_

OPD5’s Customer Account No. \_\_\_\_\_

Service Address \_\_\_\_\_

Location No. \_\_\_\_\_

Existing Meter No. \_\_\_\_\_

Customer Name (hereinafter called “Customer-Generator”) and Overton Power District No. 5 (hereinafter called “OPD5”) enter into this Interconnection Agreement (“Agreement”) for Net Metering of Renewable Energy Generating Facilities (hereinafter called “Facilities”). In this Agreement the Customer-Generator and OPD5 may be individually referred to as “Party” or collectively as “Parties.”

The Customer-Generator may install total combined generation equal to their average monthly usage (within the last 12 months) and not more than 10 kW for residential and small commercial, for large commercial the limit is 25 kW. This Agreement applies to the Customer-Generator’s

Facilities identified herein with the specified characteristics and generating capacity. This Agreement does not allow interconnection or operation of Facilities different than those described herein.

The Parties hereto agree as follows:

**1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS**

The purpose of this Agreement is to allow the Customer-Generator to install Facilities equal to their monthly average usage (within the last 12 months) and not more than 10 kW for residential and small commercial, for large commercial the limit is 25 kW in parallel with OPD5’s distribution system. The Facilities are intended primarily to offset part or all of the Customer-Generator’s own Electrical requirements.

**2. DESCRIPTION OF CUSTOMER-GENERATOR’S RENEWABLE ENERGY GENERATING FACILITIES**

Type of Generator (Wind, Solar or Other)	Generator Output Rating (kW)	Inverter Mfr. And Model	Inverter Rating (Watts)	Inverter Output Voltage	Phasing Single or Three Phase
Solar					
Other					
Wind					

- If solar electric: Number of Modules: \_\_\_\_\_ Watts per Module: \_\_\_\_\_
- Solar Module Manufacturer and Model: \_\_\_\_\_  
\_\_\_\_\_
- Inverter(s) [Circle One]: Central Inverter or Microinverter

- Contractor/Installer:  
Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Solar Production Meter: (Manufacturer and Serial Number): or Inverter -Based (Web-Based) Metering Method (describe):

- 
- Annual kWh Electric Consumption Prior to Renewable Energy System Installation: -  
\_\_\_\_\_

Azimuth: \_\_\_\_\_° Array Vertical Tilt: \_\_\_\_\_° # of Modules: \_\_\_\_\_ True or Magnetic  
 Azimuth: \_\_\_\_\_° Array Vertical Tilt: \_\_\_\_\_° # of Modules: \_\_\_\_\_ True or Magnetic  
 Azimuth: \_\_\_\_\_° Array Vertical Tilt: \_\_\_\_\_° # of Modules: \_\_\_\_\_ True or Magnetic  
 Azimuth: \_\_\_\_\_° Array Vertical Tilt: \_\_\_\_\_° # of Modules: \_\_\_\_\_ True or Magnetic  
 Azimuth: \_\_\_\_\_° Array Vertical Tilt: \_\_\_\_\_° # of Modules: \_\_\_\_\_ True or Magnetic

\*Please use additional pages for more than five azimuths 9. If applicable:

- Additional Racking Detail Vertical Tilt: \_\_\_\_\_°
- Additional Racking Detail Direction (i.e., SW, NE, etc.): \_\_\_\_\_
- If using axis tracking, how many axes? \_\_\_\_\_

OPD5 requires the Customer-Generator to provide Facilities consisting of a minimum of a generator, an inverter, a disconnect switch, wiring and connections. The Facilities to be interconnected are generally described as follows:

The rating of the Facility shall be determined by the efficiency of the generating system, the inverter output rating and the voltage.

### 3. INTERCONNECTION REQUIREMENTS

- 3.1 The Customer-Generator and OPD5 shall be subject to the terms conditions, and requirements of OPD5’s Net Metering Policy. (OPD5’s Net Metering Policy is made a part of this Agreement and is contained in “Attachment C” of this Agreement.)
- 3.2 The Customer-Generator shall deliver the available energy to OPD5’s meter.
- 3.3 The Customer-Generator shall install metering facilities in accordance with OPD5’s requirements.
- 3.4 The Customer-Generator shall install a manual disconnect switch within three feet of OPD5 meter that isolates the Facilities from OPD5 distribution system. The disconnect switch is to be installed between the meter and the Facilities.

- 3.5 The Customer-Generator shall not interconnect its Facilities with OPD5 distribution system until the following conditions have been satisfied:
- 3.5.1 Provide to OPD5 a copy of the Customer-Generator's final inspection clearance from the governmental authority (hereafter referring to the City of Mesquite or Clark County) having jurisdiction over the Facilities.
  - 3.5.2 If the Facilities have changed from the installation described in the Customer-Generator's application or this Agreement, the Customer-Generator shall submit (within 30 days) an Application Change Form, (Attachment D) which is supplied by OPD5. Failure to notify OPD5 and submit the change form in the specified time frame may result in the termination of this agreement.
  - 3.5.3 OPD5 provides a fully executed copy of this Agreement to the Customer-Generator.
  - 3.5.4 OPD5 inspects the disconnect switch to ensure that the Facilities can be isolated from OPD5 distribution system.
  - 3.5.5 OPD5 performs the voltage testing to ensure compatibility with the existing OPD5 distribution system.
  - 3.5.6 OPD5 installs the meter required for net-metering after all fees have been paid.
- 3.6 For a Net Metering System greater than 10 kilowatts, Customer-Generator agrees to notify OPD5, five (5) working days prior to the initial testing. OPD5 shall have the right to have a representative present at the initial testing of Customer-Generator's protective apparatus.
- 3.7 OPD5 reserves the right to refuse or terminate interconnection of the Customer-Generator's Facilities if the Customer-Generator fails to meet any of the Interconnection Requirements.

#### **4. DESIGN REQUIREMENTS**

The Facilities installed and used by the Customer-Generator must meet all the applicable Safety and power quality standards established by:

- (a) The National Electrical Code (NEC)
- (b) Underwriters Laboratories Inc. (UL)
- (c) The Institute of Electrical and Electronic Engineers (IEEE)

- (d) Local Government (i.e. City of Mesquite or Clark County)
- (e) Overton Power District No. 5

OPD5 reserves the right to refuse interconnection of the Customer-Generator's facilities if the Design Requirements are not met.

## **5. MAINTENANCE PERMITS**

Customer-Generator shall:

- 5.1 Maintain the Facilities and interconnection facilities in a safe and prudent manner and in conformance with all applicable standards, laws, and regulations including, but not limited to, Section 4.
- 5.2 Obtain any governmental authorizations and permits required for the construction and operation of the interconnected Facilities. The Customer-Generator shall reimburse OPD5 for any and all claims, losses, and / or penalties it incurs as a result of the Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facilities.
- 5.3 The Customer-Generator shall provide to OPD5 a copy of all governmental authorizations and permits for the Customer-Generator Facilities.
- 5.4 OPD5 reserves the right to refuse interconnection of the Customer-Generator facilities if Customer-Generator has not obtained proper authorizations and permits.

## **6. ACCESS TO PREMISES**

- 6.1 OPD5 may enter the Customer-Generator's premises without prior notice to:
  - 6.1.1 Inspect, at reasonable hours, Customer-Generator's protective apparatus and to read, maintain, or test meters
  - 6.1.2 Disconnect the Facilities from the Utilities distribution system during an OPD5 power interruption or if, in OPD5's opinion, a hazardous condition exists with the Facilities or the interconnected facilities.
- 6.2 OPD5 reserves the right to terminate this Agreement if the Customer-Generator refuses access to the Facilities.

## **7. INTERRUPTION OR REDUCTION OF DELIVERIES**

- 7.1 District may require Customer-Generator to interrupt or reduce deliveries of available energy:
  - 7.1.1 When necessary in order to construct, install, maintain, repair, replace, remove, investigate or inspect any of its equipment or part of District's system; **or**
  - 7.1.2 If OPD5 determines that curtailment, interruption or reduction is necessary because of emergencies, forced outages, force majeure or non-compliance with prudent electrical practices.
- 7.2 Whenever possible, OPD5 shall give the Customer-Generator reasonable notice that interruption or reduction of deliveries may be required.
- 7.3 Notwithstanding any other provision of this Agreement, if at any time OPD5 determines that either (1) the Customer-Generator's Facilities or its operation, may endanger OPD5 personnel, or (2) the continued operation of the Customer-Generator's Facilities may endanger the integrity of OPD5's electric system, OPD5 shall have the right to disconnect the Customer-Generator's Facilities from OPD5's system without notice to the Customer. The Customer-Generator's Facilities shall remain disconnected until such time as OPD5 is satisfied that the condition(s), referenced in this section, have been corrected and OPD5 has provided the Customer-Generator written authorization to reconnect their Facilities.

## **8. INDEMNITY AND LIABILITY**

- 8.1 Each Party shall indemnify, defend and hold harmless the other Party against and from any and all claims, losses, liabilities, damages, costs and/or penalties for injury or death to persons, including employees of either Party, or damage to property, including property of either Party, arising out of connection with the Facilities and any acts or failures to act by either Party.

Customer-Generator shall be solely liable for any damages, including personal injury, loss of life or property damage arising from the Facilities or any modification of the Facilities, including claims based on design, construction, location, maintenance and operation. Customer-

Generator agrees that OPD5 has no responsibility for the safety of the Facilities.

OPD5 assumes no liability hereunder for personal injury, bodily injury or property damage claimed by any person or party resulting from or arising out of the engineering, design, construction, maintenance or operation of Customer-Generator's Facilities or the making of replacements, additions or betterments to Customer-Generator's Facilities.

- 8.2 Notwithstanding the indemnity of Section 8.1, and except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its facilities resulting from electrical disturbances or faults.
- 8.3 The provisions of this Section 8 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- 8.4 Except as otherwise provided in Section 8.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

## **9. GOVERNING AUTHORITY**

This Agreement shall be governed and construed under the laws of the State of Nevada as they may be amended or superseded from time to time. OPD5 may amend rates and fees upon Board approval; these amendments are subject to public noticing requirements.

## **10. AMENDMENTS AND ASSIGNMENTS**

- 10.1 Any amendments to this Agreement must be set forth and agreed to in writing and signed by both Parties.
- 10.2 Customer-Generator shall not voluntarily assign or delegate this Agreement or any of its rights or duties under this Agreement. Any assignment or delegation made without such written consent shall be null and void. OPD5 may assign or delegate its rights or obligations hereunder in whole or in part without the written consent if such assignment or delegation is made to affiliate, subsidiary or successor that owns or operates all or any portion of the electrical distribution system or if such assignment is required by applicable laws, rules or regulations.
- 10.3 Customer-Generator shall notify OPD5 in writing within ten (10) business days if the Customer-Generator sells or otherwise transfers ownership of the Customer-Generator's Facilities.

- 10.4 If Customer sells ownership of Generator facilities, a new Agreement must be made between the new Owners and OPD5.

## **11. TERMS OF AGREEMENT**

- 11.1 This Agreement shall become effective as of the last date on which the Agreement is signed and shall remain in effect for five years or until terminated by either Party providing a 30-day prior written notice to the other Party. This Agreement supersedes all previous agreements written or oral. This Agreement must be renewed every five years.
- 11.2 Any payment(s) due and owing shall survive termination of this Agreement.

## **12. NOTICES FROM CUSTOMER-GENERATOR**

Notice from the Customer-Generator to OPD5 must contain its Customer Account Number and Meter Numbers as applicable. All notices must be in writing and shall be directed to the appropriate District at the following address:

**Overton Power District #5**  
Attn: Engineering Dept.  
P.O. Box 395  
Overton, NV 89040-0395

**Overton Power District #5**  
Attn: Engineering Dept.  
731 Turtleback Rd  
Mesquite, NV 89027-3901

## **13. EXHIBITS, ATTACHMENTS AND AGREEMENTS TO TERMS**

- 13.1 Attachment A, the Customer's Net Settlement Method is incorporated into this Agreement.
- 13.2 Attachment B, Application Change Form
- 13.3 Attachment C, Net Metering Policy.
- 13.4 Customer-Generator acknowledges that he has reviewed and agrees to the terms and conditions set forth in this Agreement. Customer-Generator declares that he has read, understands and agrees that the interconnection of the Facilities shall be established and maintained in accordance with the terms of this Agreement as well as the applicable Rate Schedules and Rules.

**14. TERMINATION**

14.1 OPD5 reserves the right to terminate this Agreement upon immediate written notice if the Customer-Generator fails to meet the terms, conditions or requirements specified herein.

14.2 Any payment(s) due and owing prior to termination of this Agreement shall survive termination of the Agreement.

**ACKNOWLEDGED AND AGREED TO**

**BY:**

**Overton Power District #5**

**ACKNOWLEDGED AND AGREED TO**

**BY:**

**CUSTOMER-GENERATOR**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT A  
NET METERING SETTLEMENT METHOD**

At the end of each month, following the commencement of Net Metering Agreement by both Parties, the amount of the Customer's credits or payment will be calculated in accordance with the following process.

**D:** Means Delivered; This is the energy (kWh) OPD Delivers to Customer

**R:** Means Received; This is the energy (kWh) OPD Receives from customer.

**Step 1:** OPD Meter Reading = D (kWh/month)

Step 2: Customer Net Meter Reading = R (kWh/month)

**Step 3:**  $D \text{ (kWh / month)} \times \text{OPD Rate[s]} \text{ (\$/kWh)} = \text{OPD Total Energy Delivered (\$/month)}$

**Step 4:**  $R \text{ (kWh / month)} \times \text{OPD Average Cost of Power (\$/kWh)} = \text{Net Meter Read Received (\$/month)}$

**Step 5:**  $\text{OPD Total Energy Delivered (\$/month)} - \text{Net Meter Received (\$/month)} - \text{Customer Credit (from previous months)} = \text{OPD Energy charge or Customer Credit.}$

The energy delivered from OPD5 to the Customer in a regular monthly billing cycle, will be charged at OPD5s current rate schedule. Any energy the Customer generates that is received by OPD5 in a regular monthly billing cycle will be credited to the Customer's account at OPD5 average cost of wholesale power. The Customer will receive a monetary credit for the energy received by OPD5. If credit exceeds the delivered charge, the credit will be carried forward to the next month's billing statement. At the end of each calendar year following the commencement of Interconnection Agreement by both Parties, OPD5 will zero the Customer's account of any excess credits. There will be no credit or buyback for the excess energy generated by the Customer.

**ATTACHMENT B**  
**NET METERING APPLICATION CHANGE FORM**  
**(A New contract must be signed with application change form)**

Owner Name \_\_\_\_\_

Contractor Name \_\_\_\_\_

Address (where the system is installed) \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Current System Size \_\_\_\_\_

New System Size \_\_\_\_\_

Describe Changes to Generation Facility \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACKNOWLEDGED AND AGREED TO BY:  
Overton Power District #5

ACKNOWLEDGED AND AGREED TO BY:  
Customer-Generator

\_\_\_\_\_  
Print Name

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