

# CITY OF KELOWNA

## BYLAW NO. 10518

### Amendment No. 28 to City of Kelowna Electricity Regulation Bylaw No. 7639

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The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Electricity Regulation Bylaw No. 7639, Section 3.9 Definitions, be amended by adding the following definitions in their appropriate location:

**“Customer-Generator”** means an electric Service Customer of the City of Kelowna that also utilizes the output of a Net Metered System.

**“Net Consumption”** occurs at any point in time where the Electricity required to serve the Customer-Generator’s load exceeds that being generated by the Customer Generator’s Net Metered System.

**“Net Excess Generation”** results when over a billing period, Net Generation exceeds Net Consumption.

**“Net Generation”** occurs at any point in time where Electricity supplied by City of Kelowna to the Customer-Generator is less than that being generated by the Customer-Generator’s Net Metering System.

**“Net Metering”** means a metering and billing practice that allows for the flow of Electricity both to and from the Customer through a single, bi-directional meter. With Net Metering, consumers with small, privately-owned generators can efficiently offset part or all of their own electrical requirements by utilizing their own generation.

**“Net Metered System”** means a facility for the production of electric energy that:

- (a) uses as its fuel, a source of clean or renewable energy restricted to water power, solar energy or geothermal energy;;
- (b) has a design capacity of not more than 50 kW;
- (c) is located on the Customer-Generator’s Premises;
- (d) operates in parallel with the City of Kelowna distribution facilities; and
- (e) is intended to offset part or all of the Customer-Generator’s requirements for Electricity.

2. THAT City of Kelowna Electricity Regulation Bylaw No. 7639, SCHEDULE C, CITY OF KELOWNA ELECTRICAL UTILITY BILLING RATES & STREET LIGHTING, MISCELLANEOUS & CONNECTION CHARGES, be amended by adding a new Appendix C-14 as attached to and forming part of this bylaw;

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3. This bylaw will come into full force and be binding on all persons on the date of adoption.
4. This bylaw may be cited for all purposes as “Bylaw No. 10518 being Amendment No. 28 to City of Kelowna Electricity Regulation Bylaw No. 7639”.

Read a first, second and third time by the Municipal Council this 20<sup>th</sup> day of June, 2011.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

"APPENDIX C-14

EFFECTIVE DATE: September 1, 2011

APPLICABLE: To City of Kelowna Electrical Customers receiving Service under Rate Codes 101- 107, 213, 215, 219, 116 , 201, 204, 218, 220, 221, 224, 222, 225, 226 and 227.

ELIGIBILITY: To be eligible to participate in the **Net Metering** Program, Customers must generate a portion or all of their own retail Electricity requirements using a renewable energy source. The generation equipment must be located on the Customer's Premises, Service only the Customer's Premises and must be intended to offset a portion or all of the Customer's requirements for Electricity.

Clean or renewable resources include sources of energy that are constantly renewed by natural processes, such as water power, solar energy, wind energy, geothermal energy, wood residue energy, and energy from organic municipal waste, and shall have a maximum installed generating capacity of no greater than 50 kW.

RATE: A Customer enrolled in the **Net Metering** Program will be billed as set forth in the rate schedule under which the Customer receives electric Service from the Company and as specified in the **Net Metering** Billing Calculation section in this schedule.

BILLING CALCULATION:

1. **Net Metering** shall be, for billing purposes, the **Net Consumption** at City of Kelowna Service meter(s).
2. If the eligible **Customer-Generator** is a net consumer of energy in any billing period, the eligible Customer generator will be billed in accordance with the **Customer-Generator's** applicable rate schedule.
3. If in any billing period, the eligible **Customer-Generator** is a net generator of energy, the **Net Excess Generation** shall be valued at the rates specified in the applicable Rate Schedule and credited to the Customers account.
4. In the event that the operation of a renewable energy generating system results in a credit balance on the **Customer-Generator's** account at the end of a calendar year, the credit will be purchased by the City of Kelowna. If such amounts are not

large, they will be carried forward and included in the billing calculation for the next period at the discretion of the City of Kelowna.

SPECIAL CONDITIONS:

1. Prior to the interconnection of a **Net Metering System** the **Customer-Generator** must submit a **Net Metering Application** for review and execute a written **Net Metering Interconnection Agreement** with the Company.
2. The **Net Metered System** and all wiring, equipment and devices forming part of it, shall conform to FortisBC's, "GUIDELINES FOR OPERATING, METERING And PROTECTIVE RELAYING FOR **NET METERING SYSTEMS UP TO 50 kW And VOLTAGE BELOW 750 VOLTS**" and shall be installed, maintained and operated in accordance with those Requirements.
3. Unless otherwise approved by the Company, the **Customer-Generator's Service** shall be metered with a single, bi-directional meter.
4. The Contract Period for Service under this schedule shall be one (1) year and thereafter shall be renewed for successive one-year periods. After the initial period, the Customer may terminate Service under this Rider by giving at least sixty (60) days previous notice of such Termination in writing to City of Kelowna.
5. If the **Customer-Generator** voluntarily terminates the net-metering Service, the Service may not be renewed for a period of twelve (12) months from the date of Termination.
6. The Company maintains the right to inspect the facilities with reasonable prior notice and at a reasonable time of day.
7. The Company maintains the right to disconnect, without liability, the **Customer-Generator** for issues relating to safety and reliability.
8. Inflows of Electricity from the City of Kelowna system to the **Customer-Generator**, and outflows of Electricity from the **Customer-Generator Net Metering System** to the City of Kelowna system, will normally be determined by means of a single meter capable of measuring flows of Electricity in both directions.
9. Alternatively, if the City of Kelowna Service Provider determines that flows of Electricity in both directions cannot be reliably determined by a single meter, or that dual metering will be more cost-effective, City of Kelowna may require that, at the Customers cost, separate meter bases be installed to measure inflows and outflows of Electricity.

10. A **Net Metered System** used by a **Customer-Generator** shall meet all applicable safety and performance standards established as set forth in the City of Kelowna's Service Providers Rules and Regulations.
11. A **Customer-Generator** shall, at its expense, provide lockable switching equipment capable of isolating the **Net Metered System** from the City of Kelowna system. Such equipment shall be approved by the Company and shall be accessible by the Company at all times.
12. The **Customer-Generator** is responsible for all costs associated with the **Net Metered System** and is also responsible for all costs related to any modifications to the **Net Metered System** that may be required by the City of Kelowna including but not limited to safety and reliability.
13. The Customer shall indemnify and hold City of Kelowna or its agents harmless for any damages resulting to City of Kelowna or its agents as a result of the Customer's use, ownership, or operation of the Customer's facilities other than damages resulting to City of Kelowna or its agents directly as a result of City of Kelowna or its agents own negligence or willful misconduct, including, but not limited to, any consequential damages suffered by City of Kelowna or its agents. The Customer is solely responsible for ensuring that the Customer's facilities operate and function properly in parallel with City of Kelowna system and shall release City of Kelowna or its agents from any liability resulting to the Customer from the parallel operation of the Customer's facilities with City of Kelowna's system other than damages resulting to the Customer from the parallel operation of the Customer's facilities with City of Kelowna's system directly as a result of City of Kelowna or its agents own negligence or willful misconduct."