



## Meeting Agenda

4:30 – 6:00 PM, Wednesday August 3, 2022 Remote Zoom Meeting

UEB Zoom Meeting access link:

<https://us02web.zoom.us/j/83201655355?pwd=UVY3ODk0ZEhuc1pBWlJlVQmJSdDJVdz09>

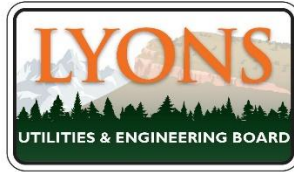
Password: 972968 (New security feature may be required in future)

Or call: +1 346 248 7799

Meeting ID: 832 0165 5355

Password: 972968

1. Amendments to Agenda
2. Audience Business
3. Approve Minutes from July 13, 2022
4. Upcoming Meetings
  - a) MEAN Committee and Board Meeting August 17-18, 2022
  - b) Regular 17 August UEB will likely be canceled
  - c) Solar Farm RFP Pre-proposal - August 10th
  - d) Growing Water Smart in Estes Park Sept 12-14
5. Updates
  - a) Board of Trustees – Greg Oetting
  - b) Staff, Engineering – Aaron Caplan
  - c) UEB Chair – Jim Kerr
  - d) Member Updates
6. Solar Farm and Battery Storage
  - a) RFP Released July 27, 2022  
<https://www.townoflyons.com/DocumentCenter/View/2342/22-ELEC-01-SOLAR-FARM-RFP>
7. Growing Water Smart
  - a) <https://resilientwest.org/2020/co-gws-rfa/>
8. 2023 Preliminary Budget Discussions
9. Town of Lyons Net Metering Webpage
  - a) <https://www.townoflyons.com/152/Net-Metering>
  - b) See following pages for draft updates



UEB Meeting Minutes, July 13, 2022

**Meeting Time and Location:** Began at 4:30pm. Held remote via Zoom meeting.

**Attendance:** Jim Kerr, Larry Quinn, Chris Meline, Chris Cope, Jerry Rotz

**Staff:** Aaron Caplan

**Liaison:** Greg Oetting, not present

**Guests:** None

1. Amendments to Agenda

**None**

2. Audience Business

**None**

3. Approve Minutes from June 22, 2022

**Approved Unanimously**

4. Upcoming Meetings

None

5. Updates

a) Board of Trustees, Greg Oetting

Not available

b) Staff, Engineering. Aaron Caplan

None

c) UEB Chair – Jim Kerr

Nothing

d) Other UEB Members

None

## 6. Solar Farm and Battery Storage Status

RFP scheduled to go out next week.

## 7. CEMEX Dowe Flats Mining and Reclamation Extension Referral

a) The Lyons Board of Trustees discussed the Cemex application to Boulder County requesting a 15-year extension of their mining permit at Dowe Flats at their July 5th meeting and referred the issue to the various town boards and commissions for comment. As comments are due by July 15th this special UEB meeting is being called.

September 2022 was scheduled end of mining north of HW66. The proposal is to allow mining for another 15 years.

Motion – The UEB has no comment on the proposals because there is no impact on Lyons existing utilities and the CEMEX municipal area is highly impacted by floodplain and floodway issues.

**Approved Unanimously**

Meeting ended: 5:37 pm. Minutes Submitted by: Larry Quinn

# Electric Distributed Generation and Net Metering

## Distributed Generation and Net Metering of Self-Generated

Electricity The documents below are related to distributed generation and net metering capabilities, which allows Town of Lyons electric utility customers to have self-generating (renewable) electrical systems.

## Distributed Generation and Net Metering Capabilities

[2021 Customer-Owned Generation Interconnection Agreement \(PDF\)](#)

[Highlights - Net Metering Ordinance and Rate Schedule \(PDF\)](#) [Net](#)

[Metering Application for Interconnection \(PDF\)](#)

[Ordinance 923 \(PDF\)](#) *An ordinance for customer generation of electricity in parallel with the Town's electric system in the Lyons Municipal Code. Passed February 4, 2013*

[Ordinance 1013 \(PDF\)](#) *An ordinance amending Section 13-3-90 and 13-2-90 of the Lyons Municipal Code to require installation of additional meter sockets for customer-owned renewable energy generation systems. Passed April 3, 2017*

[Ordinance 1103 \(PDF\)](#) *An ordinance of the Town of Lyons, Colorado, amending Section 13-3-90 of the Lyons Municipal Code concerning a change in net metering policy. Passed July 19, 2021*

## Contact Us

### General

[building@townoflyons.com](mailto:building@townoflyons.com)

Phone: 303-823-6622, ext. 33

Inspection Request Line:

800-314-7029

[Inspection Request Online >>](#)

## **Building Department**

432 5th Avenue

P.O. Box 49

Lyons, CO 80540

Phone: 303-823-6622

Non-Business Hours / Non-Emergency Boulder County Dispatch: 303-441-4444

**Emergency: 911**

## **Hours**

Monday - Friday

8 a.m. - 4:30 p.m.

[Staff Directory](#)

[FAQs](#)

Are there any special requirements for adding a Solar Thermal System to my property?

What is the Building Department?

**View All FAQs**

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**TOWN OF LYONS, COLORADO**  
**CUSTOMER-OWNED GENERATION INTERCONNECTION AGREEMENT**

This Customer-Owned Generation Agreement (the “Agreement”) is entered into by and between the Town of Lyons, Colorado (the “Town”), and \_\_\_\_\_ (the “Customer”), whose address is \_\_\_\_\_, Lyons, Colorado 80540 (collectively, the “Parties”).

**Recitals**

WHEREAS, the Town’s Electric Department (the “Department”) is a publicly owned electric utility engaged in the retail sale of electricity in the state of Colorado; and

WHEREAS, pursuant to Section 13-2-80(g), as of November 1, 2020 the Town will no longer accept new customers into the existing Town Net Metering and rate structures;

WHEREAS, pursuant to Section 13-2-80(g) of the Town’s Municipal Code, the Department has established a program through which an owner of a Customer-Owned Generation Facility (“COGF”) will be will be reimbursed at the Renewable Energy Wholesale Electric Rate; and

WHEREAS, the Customer owns or intends to install, own and operate a COGF and desires to participate in the CORG or the CONRG Program and interconnect with the Town’s electrical system.

**Definitions**

“Commission” means the Public Utilities Commission of the State of Colorado.

“Customer Owned Generation Facility” (COGF) means the Customer’s device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Facilities not owned by the Interconnection Customer, as schematically depicted on Attachment A, attached hereto and incorporated herein by this reference. A Customer Owned Residential Generation Facility shall not exceed ten (10) kW, a Customer Owned Non Residential Generation Facility shall not exceed twenty-five (25) kW.

“Department” shall mean the Town of Lyons Electric Department and any employee, agent, representative or contractor acting on the Department’s behalf.

“Electric Rates” means the Department’s electric rates in effect and may be

changed from time-to-time.

“Interconnection Facilities” include the Department’s Interconnection Facilities and the Customer’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the COGF and the Point of Interconnection, including any modification, additions, or upgrades that are necessary to physically and electrically interconnect the COGF to the Department’s System. Interconnection Facilities are sole-use facilities and shall not include Distribution Upgrades.

“Point of Interconnection” (POI) means the point at which the Customer’s Interconnection Facilities connect with the Department’s System. The location of the Point of Interconnection will be determined by the Department in accordance with standard industry practice or as individual circumstances may dictate.

“System” means the facilities owned, controlled, or operated by the Department that are used to provide electric service.

## **Agreement**

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

### **1. SCOPE OF AGREEMENT**

This Agreement governs the terms and conditions under which the Customer’s COGF Facility will interconnect with, and operate in parallel with, the Town’s electrical distribution system.

### **2. PARALLEL OPERATION**

The Customer shall not commence parallel operation of the generating facility until written approval of the Interconnection Facilities has been given by the Town, which approval shall not be unreasonably withheld. The Town shall have the right to have representatives present at the initial testing of the Customer’s protective apparatus.

### **3. DESIGN, CONSTRUCTION, OPERATION**

The Customer is responsible for design, construction, installation, operation, maintenance, and replacement or repair of the COG System and the Customer’s Interconnection Facility. Customer shall also install, operate, and maintain the COGF and Interconnection Facility in a safe manner in accordance with the rules for safety and reliability set forth in the National Electrical Code, rules and regulations of the Commission, other applicable local, state, and federal codes, and prudent electrical practices.

### **4. DESIGN REVIEW**

Customer shall submit to the Department an electrical one-line diagram



and a relaying and metering one-line diagram prior to completion of detailed designs, unless the Customer is installing a package system that is pre certified to IEEE 1547.1 and UL 1741 standards.

#### **5. INSPECTION AND TESTING**

Prior to parallel operation of the COGF, the Department may inspect the COGF for compliance with industry standards, rules set forth in the agreement, and Town of Lyons Ordinance 923. The Department's inspection may include a witness test and the Department may schedule appropriate metering replacement, if necessary. If the witness test is not satisfactory in the sole judgment of the Department, the Department has the right to disconnect the CORF. The Customer shall have no right to operate in parallel until a witness test has been performed, or previously waived in writing by the Department.

#### **6. COMMISSIONING TESTS**

Commissioning tests of the Customer's installed Generation System shall be performed pursuant to applicable codes and standards, including IEEE 1547.1. The Department must be given at least five (5) business day's written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

#### **7. CONFIDENTIALITY**

Any Customer who wants design and operating specifications, metering data or other information submitted to the Town to be kept confidential may clearly label the documents as such. In the event the Town receives a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., that seeks disclosure of any information labeled as confidential by the Customer, the Town shall make a determination as to whether the documents must be disclosed pursuant to CORA. In addition, the Town agrees to notify the Customer promptly of the receipt of the request so that the Customer can exercise its right to oppose the request.

#### **8. NO DEPARTMENT WARRANTY OF COGF**

Any approval or acceptance by the Department of Customer's designs, analyses, operating and maintenance procedures, instructions, drawings, specifications, and installation shall not be construed as confirming or endorsing the design or operation of the COGF or as a warranty of its safety, durability, reliability, or fitness for the purpose intended. The Department shall not, by reason of such review or failure to review, be responsible or liable for the COGF in any manner, including, but not limited to, the strength, details of design, adequacy, safety, capacity, or fitness for the purpose intended.

#### **9. FUTURE DESIGN CHANGES**

No changes to the COGF Interconnection Facility Equipment shall be made without the prior written approval of the Department. If changes are made without the Department's written approval, the Department may, at its sole discretion and upon reasonable notice as provided in the Town's disconnection policies, disconnect the COGF from the Department's System and terminate this Agreement.

#### **10. INTERCONNECTION COSTS**

The Town, when needed, will estimate the costs, including overheads, for the purchase and construction of necessary system upgrades to its distribution system and will provide a detailed itemization of costs. The Customer agrees to pay the costs upon receipt of the Town's invoice within the timeframe indicated on the invoice.

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

The Town may require the Customer to interrupt or reduce deliveries and/or automatically isolate the COGF from the electrical system when the Town determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of personnel safety, emergencies, force majeure or compliance with good utility practices.

#### **12. ADVERSE OPERATING EFFECTS**

The interconnection of the Customer's COGF shall not reduce the reliability and quality of the distribution system. This includes, but is not limited to high levels of harmonics, abnormal voltage fluctuations and excessive frequency deviations. The Town shall notify the Customer as soon as practicable if, based on good utility practice, operation of the COGF may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the COGF could cause damage to the Town's distribution system. If, after notice, the Customer fails to remedy the adverse operating effect within a reasonable time, the Town may disconnect the COGF. The Town shall provide the Customer with notice of such disconnection as provided in the Town's disconnection policies.

#### **13. ACCESS TO PREMISES**

The Town shall have access to the Customer's premises or property as is reasonably necessary to access, maintain, monitor, repair or replace equipment and infrastructure associated with the Town's electrical distribution system.

#### **14. INDEMNITY AND LIABILITY**

The Customer shall at all times indemnify, defend, and hold the Town and its officers, employees, agents, and representatives harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits,

recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Customer's action or failure to meet its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by the Town.

**15. CONSEQUENTIAL DAMAGES**

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a party may be liable to the other party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

**16. GOVERNING LAW**

This agreement shall be interpreted and governed under the laws of the State of Colorado.

**17. DOCUMENTS**

This Agreement includes the following documents, which are attached and incorporated by reference:

- a. Application for interconnection;
- b. Certificate of completion.

**18. NOTICES**

All written notices shall be directed as follows:

Town: **Town of Lyons**

432 5<sup>th</sup> AVE.  
LYONS, CO 80540

THE CUSTOMER: Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

**19. REIMBURSEMENT RATE**

The reimbursement rate for excess energy production will be reimbursed at the Renewable Energy Wholesale Electric Rate as set by the Board of Trustees in the Town of Lyons Fee Schedule.

**20. METER FEE**

The Town of Lyons will charge the customer an additional Customer owned Renewable Energy Generation Meter Fee per month for administrative expenses and additional meter costs that are incurred for the required additional meter. This fee will be set by the Board of Trustees in the Town of Lyons Fee Schedule.

**21. TERM OF AGREEMENT**

This Agreement shall be in effect when signed by the Customer and the Town and shall remain in effect thereafter month to month unless terminated by either Party on thirty (30) days' prior written notice and in accordance with the service policies. The Customer's permission to operate the COGF pursuant to this Agreement shall also terminate in the event the Town discontinues the CORG or CONRG Program.

**22. RETURN ON INVESTMENT**

The Town may change its rate structure such that any planned return on investment may not be achieved. For example, the Town may change the rate structure, increasing electric rates during evening peak hours and lower rates during non-peak hours such as during the noon solar peak hours. These changes could greatly reduce the return on investment of the COGF.

IN WITNESS WHEREOF, the Parties hereto have caused two originals of the Agreement to be executed by their duly authorized representatives.

**CUSTOMER TOWN OF LYONS**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Director of Utilities Title Title

\_\_\_\_\_  
Date Date

## **Town of Lyons Electric Distributed Generation and Net Metering Information**

**Ordinance No. 923 Highlights;** *(Passed on February 4, 2013, please refer to full document for complete information)*

***An ordinance for customer generation of electricity in parallel with the Town's electric system in the Lyons Municipal Code.***

### **Residential**

- Customer-owned residential generation systems shall be limited to a maximum capacity of ten (10) kilowatts
  - Including but not limited to; photovoltaics, fuel cells, and micro-turbines
- Systems with a capacity greater than ten (10) kilowatts may be permitted following a case-by-case review of the proposed system specifications by the Town Administrator or his or her designee, and may be subject to additional conditions or requirements. The Town may, at its sole discretion, approve or deny systems larger than ten (10) kilowatts. If interconnection is denied, the Town will provide a written technical or economic explanation of such denial to the customer. Applications for pooled systems with a total capacity greater than ten (10) kilowatts, such as solar gardens, shall be subject to review.

### **Non-Residential (Commercial)**

- Customer-owned Non-residential self generation systems shall be limited to a maximum capacity of twenty-five (25) kilowatts.
  - Including but not limited to; photovoltaics, fuel cells, and micro-turbines
- Systems with a capacity greater than twenty-five (25) kilowatts may be permitted following a case-by-case review of the proposed system specifications by the Town Administrator or his or her designee, and may be subject to additional conditions or requirements. The Town may, at its sole discretion, approve or deny systems larger than twenty-five (25) kilowatts. If interconnection is denied, the Town will provide a written technical or economic explanation of such denial to the customer. Applications for pooled systems with a total capacity greater than twenty-five (25) kilowatts, such as solar gardens, shall be subject to review.

### **Net Metering**

- Net metering shall be, for billing purposes, the net consumption as measured at the service meter. Consumption will be measured monthly and, in the event the net

metering is negative, as when the customer's generation system production is greater than the customer's consumption, the net negative consumption will be treated as a credit against future electric bills of one kWh for each kWh generated above the Customer's consumption. All monthly credits shall be accumulated against all consumption during the course of one year.

- In the event that a negative balance remains at the end of the calendar year, the Department will reimburse the customer for such negative balance at the COG rate as established in January (*RESOLUTION 2013-7*) of each year, based on the previous year's rate as calculated in kWh.
- Net metering associated costs;
  - Meter = \$426
  - Meter Installation = \$120
  - Building Permit = \$(Based on Project Cost)

**Resolution No. 2013-7 Highlights;** (*Passed on March 18, 2013, please refer to full document for complete information*)

***A resolution adopting a schedule of rates for customer-owned generation of electricity***

- The customer-owned generation rate shall be established in January of each year and will be based on the previous year's average rate for the wholesale purchase of electricity as calculated in cost of one (1) kWh.
- The rate shall apply to customer-owned residential generation of electricity and customer-owned non-residential generation of electricity.
- Effective March 23, 2013 and until a new rate is adopted the customer-owned generation rate shall be \$ 0.05616.
- The Town reserves the right to increase, decrease or eliminate the rate imposed by this Resolution at any time without notice.

**Ordinance No. 1013 Highlights;** (*Passed on April 3, 2017, please refer to full document for complete information*)

***An ordinance amending Section 13-3-90 and 13-2-90 of the Lyons Municipal Code to require installation of additional meter sockets for customer-owned renewable energy generation systems***

Customer-owned non-residential renewable energy generation systems installed after August 18, 2016 shall be designed, constructed, and installed to include an additional meter socket, acceptable to the Electric Department, to house and facilitate the installation of revenue-quality AC interval recording metering equipment.

**Ordinance No. 1103 Highlights;** *(Passed on July 19, 2021, please refer to full document for complete information)*

***An ordinance of the Town of Lyons, Colorado, amending Section 13-3-90 of the Lyons Municipal Code concerning a change in net metering policy.***

As of November 1, 2020 the Town will no longer accept new customers into the Town Net Metering and rate structure and instead the following will apply:

- All excess energy generation uploaded to the Lyons grid will be reimbursed at the Renewable Energy Wholesale Electric Rate. The Renewable Energy Wholesale Electric Rate will be based on the renewable energy rate (initially wind rate) the Town pays its wholesale energy provider.
- All energy consumption from the Lyons grid will be billed at the standard Retail Electric Rate.
- An additional Customer-owned Renewable Energy Generation Meter Fee per month for administrative expenses and additional meter costs that are incurred for the required additional meter.
- Fees and Reimbursement Rates shall be set according to the Town of Lyons Fee Schedule.

All grandfathered systems will transition to the latest terms, fees, and reimbursements effective the beginning of the January 2030 monthly billing cycle.

## **Electric Distributed Generation Application for Interconnection**

This application is considered complete when it provides all applicable and correct information required below. This form is to be completed by the owner of the facility (customer). Additional information or clarification to evaluate the application may be requested by the Town of Lyons, Colorado.

### Facility Type (Please check one)

Residential \_\_\_\_\_ Non-Residential \_\_\_\_\_

### System Size

(Please indicate system size in kW): \_\_\_\_\_

### Customer/Owner of Facility

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ E-Mail Address: \_\_\_\_\_

### Contact Information (if different from customer)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ E-Mail Address: \_\_\_\_\_

### Generating Facility Information

Location (if different from above): \_\_\_\_\_

Local Electric Utility: \_\_\_\_\_

Account Number: \_\_\_\_\_



Inverter Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Nameplate Rating: (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_

(AC Volts) Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_

System Design Capacity: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA)

Prime Mover: Photovoltaic  Reciprocating Engine  Fuel Cell  Turbine  Other \_\_\_\_\_

Energy Source: Solar  Wind  Hydro  Methane  Biomass  Geo Thermal  Hydro Power

Other  (describe) \_\_\_\_\_ Is the equipment UL1741 Listed? Yes \_\_\_\_\_

No \_\_\_\_\_ If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: \_\_\_\_\_ Estimated In-Service Date: \_\_\_\_\_ List

components of the Small Generating Facility equipment package that are currently certified:

Equipment Type Certifying Entity

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this application is true. I agree to abide by the terms and conditions of the Town of Lyons Interconnection Agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Contingent Approval to Interconnect the Generating

Facility

Interconnection of the generating facility is approved contingent upon electrical inspection and the terms and conditions set forth by the Town of Lyons Interconnection Agreement.

Town of Lyons Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_