Interlaken Town
Solar PV Installation Permit Agreement

Requirements for Solar Photovoltaic Panels

A. Interlaken Town regulates the installation of solar panels for personal use and encourages renewable energy practices with minimal regulation while mitigating negative effects.

B. Flush mounted roof solar panels are allowed as a permitted use as long as the panels are mounted flush (or minimum parallel separation allowed for cooling) with the roof and are a maximum of 4" thick.

C. Structured roof mounted solar panels are permitted. Structured panels are defined as a panel that does not mount flush with the roof but has some type of structure to change the angle of the panel.

D. Free standing solar panel structures are a permitted with the following regulations:
1. A maximum height of 15' from natural grade.
2. A maximum area of 300 square feet.
3. The solar panel structure shall meet all the setback requirements for an accessory structure as required in the zoning district in which it will be located.

E. Solar panels require a building permit in all cases except when all the following requirements are met:
1. The solar panels are not hooked into any local electrical provider's system.
2. The size of the panels is no more than 2' x 2'.
3. No more than 2 amps are produced.

Permit Requirements

All applicants must submit the following items when applying for a Solar PV array installation permit:
1. Complete plan set stamped by a professional engineer for review by the Town Engineer.
2. Letter from Heber Light and Power approving the connection to the grid.
3. A signed copy of the completed Interlaken Building Permit Agreement below.
4. Fees payable by check to Interlaken Town. See fee schedule at the end of this document.

Interlaken Building Permit Policies and Agreement

The applicant must agree to the following policies and conditions prior to Interlaken Town granting approval for solar panel installation.

1. **Jones and DeMille Engineers** are the Interlaken Town Engineer and will review all permit applications and make recommendations to the Town Administrator, Planning Commission, and Council. No permits will be approved until the plan is reviewed and signed by Interlaken Town's authorized representative.
2. The applicant agrees to conform to all Land Use and Building Ordinances of Interlaken Town and the requirements in this agreement.

3. The applicant agrees to complete a location request with Blue Stakes of Utah to identify existing underground utilities, including but not limited to, the Interlaken water system, that could be affected by work designated in this permit. Failure to do so could result in fines and repair costs.
4. The applicant will provide a suitable toilet on-site or will provide the workers access to the facilities in a home prior to the work beginning.
5. The applicant shall utilize appropriate traffic signs, markers, and procedures in all construction activities as defined on the approved traffic control plan and in the Federal "Manual of Uniform Traffic Control Devices".
6. A suitable closed trash container or dumpster will be on site as soon as the building phase begins to produce trash. All dumpsters and containers will be covered with a mesh cover (blanket) to prevent the spread of debris. The property owner is responsible for any trash that leaves the property due to wind or to negligence by the workers. **No construction debris is to be put in the community dumpster located at the Interlaken Town dumpster site on Luzern Rd. Per the Interlaken Town Ordinances, a $500.00 fine will be imposed on the Property Owner for any violations.**
7. Unless appropriate traffic control measures are utilized, vehicles must be parked off the road. No work shall take place in the 33-foot road right-of-way from November 1st through April 1st that interferes with snow removal activities. No unattended vehicles or equipment or any obstacles shall be placed in the road right-of-way during these months. Vehicles or equipment left in the road right-of-way may be removed at the owner's expense, as specified in Interlaken Municipal Ordinance "Title 06 Town Streets," available on the town website: https://www.interlakenut.gov/. Neither the toilet nor the dumpster will be located in the road right-of-way.
8. The applicant shall take precautions to prevent damage to the pavement and shoulder surfaces at all times. Paved and shoulder surfaces outside the work area shall also be protected. The operation of steel tracked equipment or the placement of steel outriggers/stabilizers in direct contact with the pavement surface shall be prohibited. To avoid unnecessary damage to paved surfaces backhoes and track equipment should use rubber cleats or paving pads. Any damage to the paved or shoulder surfaces shall be repaired to the satisfaction of the Inspector at the applicant's expense.
9. A Damage deposit applies to projects that make significant use of the town's roads. The damage deposit must be paid prior to the town's approval of the plans. The deposit refund amount will be determined by assessing any damage to done to the town's road system, including, but not limited to, the asphalt surface, shoulder areas, guardrails, or any additional property located in the town's 33 foot wide right of way, incurred due to the construction effort. The deposit amount will be assessed and released once construction has completed and approved by Interlaken Town's authorized representative..
10. Environmental Control: a) Dust and debris will be controlled at all times. b) Noise will be kept down so as not to become a nuisance. c) Clean up will require the removal of all equipment, material, barricades and similar items from the right-of-way. Areas used for storage of excavated material will be smoothed and returned to their proper contour. The street will need to be vacuumed and/or swept in order to restore the surfaces and surrounding surfaces to their clean condition by the end of the

workday. The applicant will be fined $500.00 per occurrence for failure to keep the Interlaken Town Roads clear of debris.

11. Failure to Comply In the event of failure on the part of any person, firm, public utility, or corporation to comply fully with the provisions of Interlaken Town Ordinances, enforcement authorities of Interlaken Town are authorized to: a) Initiate action by citation and/or proceed to forfeit bonds; b) Under conditions which create an immediate hazard to public health or safety, to require the responsible entity to immediately repair or remove the hazard from the right-of-way and require the responsible entity to bear all costs of the repair or removal plus 15%, or c) Under conditions which do not create an immediate hazard to public health or safety give written notice to the responsible entity to repair or remove such hazard from the right-of-way. Such notice may be served either by personal service or by mailing the notice to the responsible entity by registered mail and posting by copy thereof on such hazard for a period for 5 days. If such hazard is not removed within 5 days after the notice is complete, the Town may remove the same at the expense of the person, firm, or corporation and recover costs and expenses, and also liquidated damages in the amount of $100 for each day the hazard remained within the right of way after notice was served and d) Immediately rescind any pre-qualification which may have previously been granted.

Please read and sign the Interlaken Solar Installation Agreement below. Submit the plan set, the required approval letter from Heber Light and Power, the signed agreement, and fees (check made out to Interlaken Town) to:

Interlaken Town
P.O. Box 1256
Midway, UT 84049

Please contact the Interlaken Town Administrator at admin@interlakenut.gov or (435) 565-3812 if you have further questions.

For more information about building in Interlaken Town, visit our website at: https://www.interlakenut.gov/

The undersigned responsible party agrees to the policies and conditions of the Interlaken Solar Installation Permit Application.

Interlaken Solar Installation Permit Agreement

I HEREBY certify that I have read and examined this application and knowing the same to be true and correct. All provisions of law and ordinances governing this type of work will be complied with whether specified herein or not. The granting of this permit does not presume to give authority to violate or cancel the provisions of any other State or Local Law regulating construction or performance of construction and that I make this statement under penalty of perjury.

Contractor Name: _____

Contractor License#: _____

Signature: _____

Mailing Address: _____

Phone Contact: _____

Email Address: _____

Lot # _____ Interlaken Address: _____

Date: _____

Description of Work:

_____

_____

Completion Date_____

Receipt of Payment

Name: _____

Interlaken Title: _____

Signature _____ for Interlaken Town having

Received check # _____ for the amount of $_____ on

_____(date).