

## SAMPLE

### Interconnection Agreement for Fort Collins Utilities Net Metering Program

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by and between Fort Collins Utilities (“Utilities”) and \_\_\_\_\_ (“Customer”), an electric services customer of Fort Collins Utilities (“Utilities”) at the service address of \_\_\_\_\_.

WHEREAS, the Customer plans to install an electrical generator of a size smaller than 10 Kilowatts if a residential customer or smaller than 25 Kilowatts if a commercial customer (“Qualifying Facility”) at this service address and operate it in parallel with the Utilities electric system; and

WHEREAS, Utilities has established a Net Metering Program (“Net Metering Program”), which is codified in Fort Collins Municipal Code, section 26; and

WHEREAS, the Utilities Executive Director may authorize operation of an electric generator in parallel with the Utilities electric system under the \_\_\_\_\_ electric rate schedule.

NOW THEREFORE, it is agreed between the parties as follows:

1. Upon Utilities issuance to the Customer of a “Permit to Operate” Customer’s Qualifying Facility and based on continued compliance by the Customer with parallel operational requirements as currently exist and may be revised from time to time, and all other applicable requirements and conditions for electric service, the Customer will be enrolled as a participant in the Net Metering Program, under the following terms and conditions:

A. *Metering.* A single billing meter, which records the Customer’s net use of electricity, will be installed by Utilities.

B. *Rates and billing.* The Customer will be billed for net monthly electricity consumption under the Utilities applicable rate as established in Chapter 26 of the Code of the City of Fort Collins. The applicable rate is subject to change over the course of this Agreement at the Utilities’ sole discretion. There will be no standby charges. Any net excess energy generation will be applied to the Customer’s account on a monthly basis at the Energy Rate established by the applicable rate Schedule. Any net excess energy applied to Customer’s account will be carried over from one month to the next; however any unused positive balance in the Customer’s favor at the end of each 12-month billing cycle will expire and be credited to the Customer’s bill at the applicable rate. The 12-month billing cycle will begin and end with the meter reading in the month of April of each year.

C. *Term and termination.* The term of this Agreement begins on the date first set forth above and continues until terminated as a result of one of the following conditions:

i. Customer permanently disconnects the Qualifying Facility from the Utilities electric system. In order to accomplish such a disconnection, the Customer shall notify Utilities at least 30 days in advance of the disconnection date. Service and rate terms for Customer shall upon said disconnection revert to the applicable Utilities rates and regulations in effect at that time.

ii. Customer no longer receives electric service at the address referenced in this Agreement in Customer's name. If the Customer no longer receives electric service, the subsequent owner or new customer will have the option, when arranging for electrical service from Utilities, to sign a new Agreement that enrolls said new customer as a replacement participant in this Net Metering Program. The Customer must notify Utilities at least 30 days in advance of a decision to no longer receive electric service at the address referenced in this Agreement. Any subsequent property owner or new customer must not operate the Qualifying Facility until the subsequent property owner or new customer receives a Permit to Operate from the Utilities.

iii. In the event Fort Collins Utilities determines this Agreement in any way presents a threat to the safety and well being of the public or any person, presents a threat to the safe and reliable operation of the Fort Collins electric system, or presents a kind of commercial or business operations concern of Fort Collins Utilities or its service to Fort Collins Utilities customers, Fort Collins reserves the right to terminate this Agreement upon thirty (30) days' advance written notice to Customer..

*D. Location of System.* The electric generation system will be installed at the Customer's premises located at the address provided below. The Customer must not relocate and connect the Qualifying Facility at another premises or physical location without applying to do so and obtaining a "Permit to Operate" or requesting modifications to this Agreement allowing for connection at an alternate location. In the event that such approval is given by the Utilities, any relocation and installation of the Qualifying Facility will be at the Customer's sole expense.

2. The Customer shall be responsible for the proper, safe and technically sufficient installation, operation and maintenance of Customer's Qualifying Facility and in accordance with parallel operational requirements as currently exist and may be revised from time to time, and all other applicable requirements and conditions for electric service. Utilities reserves the right to require Customer to disconnect any such facility if Utilities determines that said facility may be causing unintended or undesirable impacts on the Utilities electrical distribution system or related Utilities facilities.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

FORT COLLINS UTILITIES

By: \_\_\_\_\_  
Brian Janonis, Utilities Executive Director

CUSTOMER

By: \_\_\_\_\_

**Interconnection Customer Information**

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

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

Telephone: \_\_\_\_\_

Utility Account #: \_\_\_\_\_

**System Installer Information**

Company name: \_\_\_\_\_

Installer name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_