



Interconnection and Net Metering Participation Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between Fort Collins Utilities (“FCU”) and _____ (“Customer”), an electric services customer of FCU at the following service address:

_____.

WHEREAS, the Customer plans to install an electrical generator of a size smaller than one thousand (1,000) Kilowatts described below (referred to hereafter as “Qualifying Facility”) at this service address and operate it in parallel with the Utilities electric system; and

WHEREAS, FCU has established net metering service, which is codified in Fort Collins Municipal Code, in the applicable rate schedule section of Chapter 26; and

WHEREAS, the FCU Executive Director may authorize operation of an electric generator in parallel with the FCU electric system under the applicable net metering electric rate schedule.

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

1. General Terms and Conditions. Upon issuance by FCU 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 receive net metering service, 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 FCU.

B. *Rates and billing.* The Customer will be billed for net monthly electricity consumption under the FCU 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 FCU’s sole discretion. The Customer will pay any and all applicable rates, fees and charges as required by Fort Collins Municipal Code, as revised. Any net excess energy generation will be applied to the Customer’s account on a monthly basis at the net metering rate established by the applicable rate schedule. Billing arrangements and credits for net metering energy produced by the Customer shall be applied consistent with the applicable provisions described in Chapter 26 of the Fort Collins Municipal Code.

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 FCU electric system. In order to accomplish such a disconnection, the Customer shall notify FCU at least 30 days in advance of the disconnection date. Service and rate terms for Customer shall upon said disconnection revert to the applicable FCU 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 FCU, to apply for net metering service pursuant to the applicable Code provisions and, if approved, sign a new interconnection agreement. The Customer identified below must notify FCU 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 FCU.

iii. In the event FCU 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 electric system, or presents a kind of commercial or business operations concern of FCU or its service to FCU customers, FCU 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 FCU, any relocation and installation of the Qualifying Facility will be at the Customer's sole expense.

2. Parallel Operation Requirements. 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 (otherwise known as "Interconnection Standards for Generating Facilities Connected to the Fort Collins Distribution System") as currently exist and may be revised from time to time, and all other applicable requirements and conditions for electric service. FCU reserves the right to require Customer to immediately disconnect any such facility if FCU determines that said facility may be causing unintended or undesirable impacts on the FCU electrical distribution system or related FCU facilities or if the City elects to revoke the "Permit to Operate" for any reason.

3. Statement Regarding Output Rating. Customer affirms that its Qualifying Facility combined with all other electric generation facilities at the Customer's single service address, either individually or aggregated, have a combined maximum output rating of less than 1,000 kilowatts.

4. Liability:

(a) In no event shall FCU be held responsible for the safety, reliability, design, or protection of the Qualifying Facility.

(b) Nothing herein shall be construed to create any duty to, any standard of care with reference to, or any liability to any third person other than FCU and the Customer. FCU is not liable for damages caused to the facilities, improvements or equipment of the Customer by reason of the operation, faulty operation or non-operation of FCU facilities.

(c) The Customer shall be solely responsible for and shall defend, indemnify and hold FCU harmless from and against any and all claims or causes of action for personal injury, death, property damage, loss or violation of governmental laws, regulations or orders, which injury, death, damage, loss or violations occurs on or is caused by operation of equipment or facilities on the Customer's side of the point of connection. Notwithstanding the above, the Customer shall be solely responsible for and shall defend, indemnify and hold harmless FCU from and against any and all claims or causes of action for personal injury, death, property damage or loss or violation of governmental laws, regulations or orders, wherever occurring, which injury, death, damage, loss or violation is due solely to the acts of omissions of such Customer, including but not limited to the use of defective equipment or faulty installation or maintenance or equipment by Customer. However, nothing contained in this section shall be construed as relieving or releasing either party from liability or personal injury, death, property damage or loss, or violation of governmental laws, regulations or orders, wherever occurring, resulting from its own negligence or the

negligence of any of its officers, servants, agents or employees. In the event of concurrent negligence, liability shall be apportioned between the parties according to each party's respective fault. Neither the Customer nor FCU shall be liable to the other or any other third party, in contract or in tort or otherwise, for loss of use of equipment and related expenses, expense involving cost of capital, claims of customers of FCU or the Customer, as applicable, loss of profits or revenues, cost of purchase or replacement power, or any indirect, incidental or consequential loss or damage whatsoever.

(d) The Customer shall pay all costs that may be incurred by FCU in enforcing the indemnity described herein. Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

(e) The liability of FCU is governed, limited and controlled by the Governmental Immunity Act, Colo. Rev. Stat. Sec. 24-10-101, et seq., as now or hereafter amended. Nothing in this Agreement shall be construed as a limitation or waiver of the immunities provided under said Act. The parties acknowledge that this Agreement is intended to document the conditions and requirements to be met by Customer and FCU, in order for FCU to provide electric service and allow for parallel generation of power by Customer, as described herein, and that this Agreement is not intended to, and does not, impose upon FCU any obligations to Customer except as expressly set forth in this Agreement or to give rise to any special liabilities of FCU for the benefit of Customer, except for those obligations or liabilities that FCU has as a general matter to its electric utility customers. Neither Customer nor FCU shall be liable to the other or any third party, in contract or in tort or otherwise, for loss of use of equipment and related expenses, expense involving cost of capital, claims of FCU customers or Customer, as applicable, loss of profits or revenues, cost of purchase or replacement power, or any indirect, incidental or consequential loss or damage whatsoever. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatever.

5. Insurance:

(a) Customer, at its own expense, shall secure and maintain in effect during connection of any of its Qualifying Facilities to the FCU electric distribution system liability insurance with a combined single limit for bodily injury and property damage of not less than \$_____ [Chose one – \$0 (Zero Dollars) if system size is less than 10kW OR \$300,000 (Three Hundred Thousand Dollars) if system size is between 10kW and 500kW OR \$2,000,000 (Two Million Dollars) if system size is larger than 500kW per FCU Interconnection Standards Sec. 9] for each occurrence. Such liability insurance shall not exclude coverage for any incident related to the subject Qualifying Facility or its operation. Customer agrees that FCU shall be named as an additional insured under the liability policy.

(b) Any insurance policy required herein shall include that written notice be given to FCU at least 30 days prior to any cancellation or reduction of any coverage. Such liability insurance shall provide, by endorsement to the policy, that FCU shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium of such insurance. Customer agrees to provide a copy of the liability insurance certificate so it is received by FCU prior to interconnection of or operation of the Qualifying Facility. FCU shall be permitted to periodically obtain proof of current insurance coverage from the Customer in order to verify proper liability insurance coverage. The Customer will not be allowed to commence or continue interconnected operations unless evidence is provided to FCU that satisfactory insurance coverage is in effect at all times.

IN WITNESS WHEREOF the Customer has executed this Agreement the day and year first above written.

CUSTOMER

By: _____ [OR:]

Company Name: _____

Signature: _____

Name, title: _____

Date: _____

Interconnection Customer Information

Name: _____

Address: _____

Telephone: _____

Utility Account #: _____

Qualifying Facility Information

_____ (solar, wind or other type of generator)

_____ (service entrance capacity)

(description of location, i.e., on top of parking garage and street address)

System Installer Information

Company name: _____

Installer name: _____

Address: _____

Telephone: _____