



Solar Energy Program Net Metering Agreement

New Owner

This Interconnection Agreement (Agreement) for Net Metering is entered on the Date of Interconnection (Effective Date), by and between

Customer: _____
 Address: _____
 Account #: _____
 Email: _____
 Phone: _____

and Colorado Springs Utilities (Utilities), an enterprise of the City of Colorado Springs, a Colorado municipal corporation and home-rule city.

RECITALS

- A. Renewable Energy Net Metering Service is available to Utilities Customers that are supplied electric service by Utilities under any rate schedule, except the Residential Service Time-of-Day option, and that own, operate and maintain an eligible Renewable Energy System in parallel with the Utilities electric system.
- B. The Customer owns an eligible Renewable Energy System and will maintain it in compliance with all applicable National Electric Code requirements, building codes, and Utilities Tariff and Electric Line & Extension Service Standards.
- C. The Customer desires to connect the eligible Renewable Energy System to the Utilities electric system.
- D. Utilities has mechanisms in place through its Electric Tariff to accommodate the Customer’s request.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this Agreement, the parties agree as follows:

TERMS OF AGREEMENT

1. SYSTEM DEFINED

The Customer’s eligible Renewable Energy System is an acceptable self-contained renewable energy electric generation system comprising: direct current disconnect apparatus, inverter for the conversion of direct current to alternating current, recording meter socket (the recording meter is supplied by Utilities), alternating current disconnect/lockout, over-current protective device, and all other related electrical equipment upstream of the over-current protective device (all such equipment described as the “System” within this Agreement). The System begins and continues up-stream from the over-current protective device on the Customer’s premises. However, the recording meter, itself, does not form part of the System and always remains the property of Utilities; the meter socket and related electrical connects are part of the System and are the responsibility of the Customer.

2. TERM AND TERMINATION

2.1 The term of this Agreement begins on the Effective Date (regardless of the date that the Customer is authorized to interconnect the System pursuant to Section 5 below) and continues for 12- month periods, and then will automatically renew, unless earlier terminated, for additional 12-month periods.

- 2.2 The Customer may terminate this Agreement at any time by providing thirty (30) days' written notice of termination to Utilities. In the event of a sale of the Customer's premises, then this Agreement will terminate upon that sale and Customer shall provide purchaser notice that Agreement has terminated.
- 2.3 Utilities may terminate this Agreement at any time for any violation of this Agreement by providing written notice to the Customer. As provided in Section 3 below, this Agreement is always subject to the terms of, changes to, and revisions to, Utilities Tariff and other related regulatory authorizations.
- 2.4 At the time of termination of this Agreement for any reason, Utilities reserves the right to perform lock out of the system.

3. TARIFF AND REGULATORY AUTHORITIES

- 3.1 Renewable Energy Net Metering Service (Service) is available to Utilities Customers that are supplied electric service by Utilities under any rate schedule, except the Residential Service Time-of-Day option, and that own, operate and maintain an eligible Renewable Energy System in parallel with the Utilities electric system.
- 3.2 This Agreement is subject to: 1) all present and future applicable laws, rules, regulations, certificates, decisions, orders and directives of all federal, state and local authorities having jurisdiction over the subject matter of this Agreement; and 2) Utilities Tariff, as amended from time to time. Utilities may file and may seek City Council approval from time to time to change the terms of its Tariff and to place such changes into effect. This Agreement will be deemed to include all such changes referred to in the initial sentence of this subsection, or any other changes that become effective by operation of law or City Council resolution, without prejudice to the Customer's right to protest those changes.

4. INSTALLATION AND PERMITTING

- 4.1 Utilities requires a second (recording) metering point to record energy generated by the Customer's System. At its sole expense, the Customer must furnish and install as part of the System a meter socket (base) in accordance with the then current Utilities Electric Line & Extension Service Standards. Springs Utilities will furnish the meter for insertion into that meter socket (base) at no charge to the Customer. This second meter will have no effect on the Customer's utility bill and is for informational purposes.
- 4.2 The System must comply with all applicable requirements of Utilities' Electric Line Extension and Service Standards for Customer-Owned Generation or Energy Storage, the National Electric Code (NEC), applicable building codes, and applicable air quality regulations.
- 4.3 The Customer's over-current protective device (Breaker) at the service panel must be dedicated and must be capable of interrupting the maximum available fault current. The Breaker shall be clearly marked to indicate power source and connection to the Utilities electric system.
- 4.4 The Customer, at his/her own expense, must pay for any additional equipment required to connect the System to the Utilities electric system.

5. WRITTEN AUTHORIZATION REQUIRED TO CONNECT SYSTEM

- 5.1 The Customer may not connect the System to the Utilities electric system until 1) this Agreement has been executed by the parties, 2) the System must be tested if required by Utilities, and 3) written authorization to connect the System, in a form substantially has been given to the Customer by Utilities. Utilities may have representatives present testing of the Customer's System and may perform (at its own expense) whatever testing of the Customer's System that Utilities deems necessary.
- 5.2 After written authorization to connect the System to the Utilities electric system has been given, the Customer shall make no changes or modifications in the System or of its mode of operation without the prior

written approval of Utilities.

6. LOCATION OF SYSTEM

The System will be installed at the Customer's premises located at the physical location . The Customer cannot relocate the System to other premises or physical location without the prior written approval of Utilities. If such approval is given, any relocation and installation of the System will be at the Customer's sole expense.

7. NET METERING AND BILLING

The term "Net Metering" as used within this Agreement has the same definition as contained within the Utilities Tariff, Electric Rate Schedules. The Customer will be billed in accordance with the provisions of Utilities Renewable Energy Net Metering Rate Schedule for all energy delivered to and from the Utilities electric system.

8. RENEWABLE ENERGY CREDITS

The Customer expressly understands and agrees that all Environmental Attributes, including but not limited to, air quality credits, "Green tags," and renewable energy credits, that are created by the installation, existence and operation of the System shall belong to CSU. CSU may report or register ownership of the Environmental Attributes with any entity and may utilize those Environmental Attributes (or transfer them) in any manner.

9. ACCESS TO PREMISES

The Customer will allow access to its premises and to the System by Utilities personnel in accordance with the City of Colorado Springs City Code and Utilities Tariffs: (i) to inspect the Customer's System, (ii) to read and to replace meters; (iii) to open the load-break disconnect switch, and (iv) to disconnect the interconnection facilities at the Utilities meter or transformer.

10. MAINTENANCE OF EQUIPMENT

At its sole expense, the Customer will maintain the System, including but not limited to, all over-current protective equipment, in a safe and prudent manner and in conformance with all applicable laws, codes and regulations, including, but not limited to, the requirements of Section 4 above. The Customer must maintain all records for such maintenance. These records must be available to Utilities for inspection at all reasonable times.

11. DISPUTE RESOLUTION

Should a dispute arise between the parties about the Service provided under this Agreement, any such dispute may be reviewed and determined in accordance with the Dispute Resolution Procedure as provided in the current, Utilities Rules and Regulations.

12. SAFETY

The Customer agrees to install, to operate and to maintain the System in a safe and prudent manner and in conformance with all applicable laws, codes and regulations including, but not limited to, those contained within Section 4 above.

13. ASSIGNMENT

This Agreement may not be assigned by the Customer without the prior written consent of Utilities, which may be withheld in its sole discretion. As provided in Section 2 above, in the event of a sale of the Customer's premises, then this Agreement will terminate upon that sale. If the new owner desires to continue receiving the Service, the new owner must enter a new, separate agreement with Utilities.

14. INDEMNITY AND LIABILITY

- 14.1 Whenever any liabilities are incurred by either or both parties for damages caused by injuries to either party (or their employees or agents) or the property of either party, or caused by injuries to other persons on the two parties' property arising out of the subject matter of this Agreement, then the liabilities for such damages between the parties will be as follows:
- 14.1.1 Each party will be liable for all damages because of injuries to persons or property caused solely by its negligence or solely by its failure to comply with this Agreement.
 - 14.1.2 To the extent provided by law, each party will be liable for all damages to its own property that are caused by the concurrent negligence of both parties, or that are due to causes that cannot be traced to the sole negligence of the other party, to the extent of its negligence therefore.
 - 14.1.3 To the extent provided by law, each party will be liable for all damages because of injuries to its itself or its own employees or agents that are caused by the concurrent negligence of both parties, or that are due to causes that cannot be traced to the sole negligence of either party; provided that in no event will a party be liable for damages because of injuries to itself or its own employees and agents in any amount in excess of applicable Workmen's Compensation insurance; and provided further that this Agreement will in no way impair the right of the injured party or its employee or agent to the extent that third party negligence proximately caused injuries or damages to party or its employee or agent.
 - 14.1.4 To the extent provided by law, in the event of claims brought to recover damages because of injuries to persons not employees of either party and because of injuries to property not belonging to either party that are alleged to be caused by the concurrent negligence or both parties or are alleged to be due to causes that cannot be traced to the sole negligence of either party, the parties agree to apportion said liabilities according to the principles of the Colorado Uniform Contribution Among Joint Tortfeasors Act, C.R.S. § 13-50.5-101, *et seq.*, and further agree that in the event of such concurrent or joint negligence that no right of indemnification will exist, so that in all such claims, the issues of liabilities will be determined as a matter of contribution and not as a matter of indemnity.
- 14.2 No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided Utilities, the City of Colorado Springs, their officers, City Council, Utilities Board, directors, employees, agents and representatives by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- 14.3 Neither party will have any liability whatsoever for any special, indirect, consequential, or punitive damages.

15. FORCE MAJEURE

Neither party will be liable for delays in performing its obligations to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, strikes, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

16. APPROPRIATION OF FUNDS

In accord with the City of Colorado Springs' City Charter, performance of Utilities' obligations under this Agreement is expressly subject to appropriation of funds by the City Council. In the event funds are not appropriated in whole or in part sufficient for performance of Utilities' obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then this Agreement shall thereafter become null and void by operation of law, and Utilities shall thereafter have no liability for compensation or damages to the Customer more than Utilities' authorized appropriation for this Agreement or the applicable spending limit, whichever is less. Utilities shall notify the Customer as soon as reasonably practicable in the event of non-appropriation or in the event a spending limitation becomes applicable.

17. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect, and such term or provision will be deemed stricken for if it remains illegal or unenforceable.

18. GOVERNING LAW

18.1 This Agreement will be construed in accordance with the laws of the State of Colorado, without reference to conflicts of laws, and the City of Colorado Springs City Charter, City Code, Ordinances, and Rules and Regulations.

18.2 In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising there under will be in the District Court of El Paso County, Colorado, and, if necessary, for exclusive federal questions, the United States District Court for the District of Colorado. The Customer waives any objection to jurisdiction and venue of any action instituted pursuant to this Section 18 and may not assert any defense in any such action based on lack of jurisdiction or venue or based upon forum non conveniens. The Customer waives any bond or surety or security upon such bond or surety which, but for this waiver, might be required of Springs Utilities.

18.3 The Customer waives personal service of all process upon it, and consents that all such service of process may be made by registered or certified mail or messenger directed to it as provided in Section 20 below. Nothing contained within this Section 18 affects the right of Utilities to serve legal process in any other manner permitted by law.

19. SURVIVAL

The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.

20. NOTICES AND OTHER COMMUNICATIONS

Except as otherwise expressly provided in this Agreement or as may be specified by the parties in writing, any notice or other communication required under this Agreement must be in writing and must be sent by registered or certified United States mail, or by messenger, or by facsimile, or by other electronic means Any such notice or other communication must be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Customer (Only If Different from Above):

Name, Title: _____
Address: _____
Email: _____
Phone: _____



If to Colorado Springs Utilities:

Solar Energy Program

Solar and Renewable Energy Program, Colorado Springs Utilities
PO Box 1103, Mailbox 1339
Colorado Springs, CO 80947
Office: 719-668-8509
Email: Renewables@csu.org

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all previous written or oral communications, understandings, and agreements between the parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both parties. Email and all other electronic (including voice) communications from Utilities about this Agreement are for informational purposes only. No such communication is intended by Utilities to constitute either an electronic record or an electronic signature or to constitute any agreement by Utilities to conduct a transaction by electronic means. Any such intention or agreement is expressly disclaimed.

ACKNOWLEDGEMENTS REGARDING AGREEMENT

By signing below, the Customer acknowledges that it understands the terms of this Agreement and that the Customer may not connect the System to the Utilities electric system until the Customer has received written authorization to connect from Utilities. Within 60 days after notice from the Customer that the System is ready for interconnection to the Utilities electric system, Utilities may inspect the System and will provide a written authorization to connect the System or a statement that the System may not be interconnected because of non-compliance with this Agreement.

THE DULY AUTHORIZED REPRESENTATIVES of the parties have signed this Agreement.

CUSTOMER

Signature: _____
Printed Name: _____
Date: _____

COLORADO SPRINGS UTILITIES

Signature: _____
Printed Name: _____
Address: PO Box 1103, Mailbox 1339, Colorado Springs, CO 8047
Date: _____