



## CUSTOMER GENERATION AGREEMENT

This CUSTOMER GENERATION AGREEMENT (the "Agreement") entered into and effective on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

\_\_\_\_\_ (Customer Name),  
a residential electric or business (circle one) customer of the City of Fountain at the service location listed below.

Street Number and Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

The City of Fountain Utilities Department is an enterprise of the City of Fountain, a Colorado home rule municipality ("City of Fountain"). Customer and City of Fountain are sometimes referred to hereafter collectively as "parties" and individually as "party".

WHEREAS, City of Fountain owns and operates a municipal utility system through which it furnishes retail electric services to its residential and business customers located within city boundaries and outside the city in an area certificated to the City of Fountain by the Colorado Public Utilities Commission; and

WHEREAS, Customer, a residential or business electricity customer of City of Fountain, has or will install solar generation equipment at their residential or business location ("customer generation equipment") and wishes to enter arrangements with City of Fountain for (a) the interconnection of their customer generation equipment with City of Fountain's electric system, and (b) rate and billing arrangements for the use of the owner generation equipment; and

WHEREAS, City of Fountain is willing to permit such interconnection and billing arrangements for the customer generation equipment under the rates, terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of mutual promises and covenants included herein, the parties hereby agree as follows:

### 1. SERVICE LOCATION

- a) This Agreement shall apply only to the customer generation equipment installed or to be installed at the residential or business address listed at the top of this Agreement and is extended at said address only for the use and benefit of Customer.

Customer Initial \_\_\_\_\_



## 2. INTERCONNECTION; METERING

- a) Customer shall submit a completed Interconnection Application and electrical one line diagram to City of Fountain in addition to this Agreement. The submittal of a completed Interconnection Application is an ongoing condition for this Agreement to be legally effective.
- b) The interconnection between the customer generation equipment and the Fountain electric system must be conducted in strict accordance with the National Electric Safety Code and the rules and regulations of City of Fountain. Any unsafe condition determined in City of Fountain's sole discretion may be immediately cured or addressed by City of Fountain without advance notice to Customer.
- c) City of Fountain shall install a bi-directional meter and production meter at the Service Location. The bi-directional meter measures both net energy delivered to Customer from City of Fountain generation sources and the net energy produced by Customer. The production meter measures the gross energy produced by the Customer's generation equipment.

Inasmuch as the City of Fountain desires to obtain more operating information on the use of customer generation equipment in order to develop a broader policy concerning the use of said equipment, the cost of the bi-directional and production meter shall be borne by City of Fountain.

## 3. MAXIMUM AMOUNT OF CUSTOMER GENERATION

- a) See Fountain's Current Electric Rate Schedule.

## 4. RATE AND BILLING ARRANGEMENTS

- a) Reference shall be made to City of Fountain's Residential Service tariff in applying the rates, charges, and credits as described in more detail below. The charges, rates, and credits applied monthly shall be calculated in reference to the then current Residential Service tariff adopted by Fountain's City Council, together with the then current Electric Cost Adjustment ("ECA") tariff.

Customer Initial \_\_\_\_\_



- b) A net charge or credit shall be applied to the Energy Charge component and the ECA component set forth in the then current Residential Service Tariff. For purposes of this Agreement, the “net charge” shall be defined as the difference between customer generated energy and City of Fountain supplied energy under circumstances where customer generation equipment has not supplied all energy needs (kWh) consumed by Customer at the Service Location. Additionally, for purposes of this Agreement, the term “net credit” shall be defined as the difference between customer generated energy and City of Fountain supplied energy under circumstances where customer generation equipment supplies more than the energy needs (kWh) consumed by Customer at the Service Location.
  - c) Bills shall be calculated and rendered to Customer on a monthly billing cycle basis.
  - d) This Agreement shall in no manner affect, limit, or modify City of Fountain’s ability to revise its Residential Service tariff at any time in the future and said revised tariff(s) shall apply to the charges, rates, and credits described in this Section 4 upon the effective date of such revisions to the Residential Service tariff.
5. Term
- a) Notwithstanding the foregoing, this Agreement shall be subject to termination by City of Fountain at any time if (1) Customer does not fully satisfy on a continuing basis the safety standards and requirements for interconnection, or (2) Customer does not pay for service pursuant to the billing due dates and termination of service has occurred in accordance with City of Fountain’s rules governing the provision of electric services applicable to all customers.
6. Agreement Subject to Reserve Regulatory Power
- a) This Agreement is subject to the reserve regulatory power of Fountain’s City Council. Accordingly, this Agreement may be modified by unilateral action of the Fountain City Council following advance notice to Customer; provided, such action by the Fountain City Council is generally applicable to all residential customers who have installed or plan to install customer generation equipment. Said action may take the form of a tariff change, a new tariff, a modified or new rule or regulation, or a written policy statement affecting or addressing customer generation equipment.
7. LIABILITY AND INDEMNIFICATION

Customer Initial \_\_\_\_\_



Each of the Parties shall be responsible for its own negligent actions and those of its respective officers, employees, and agents. Each such acting Party shall hold harmless and indemnify the other Party against any claims, losses, liabilities, damages or expenses including but not limited to, court costs and attorney fees that are suffered or incurred by the other Party that arise directly or indirectly out of the negligence of the acting Party

#### 8. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors, heirs and permitted assigns of both parties. Notwithstanding the foregoing, Customer shall not assign either through an assignment, delegation or novation, the rights and obligations under this Agreement.

#### 9. MISCELLANEOUS PROVISIONS:

- a) This Agreement shall be governed by the laws of the state of Colorado. Venue for purposes of any dispute arising under the terms and conditions of this Agreement shall be in the District Court for El Paso County, Colorado.
- b) If any provision of this Agreement shall be for any reason held invalid or unenforceable, the remaining provisions shall and will remain in full force and effect.
- c) Any waiver of a default hereunder shall not be deemed a waiver of this Agreement or of any subsequent default. The provisions of this Agreement are severable and the holding of any provision, paragraph, sentence or other part thereof to be illegal, invalid, or inapplicable to any person or circumstance, shall not affect or impair any of the remaining provisions of the Agreement.
- d) This Agreement constitutes the entire understanding of the parties with respect to the matters set-forth herein and it supersedes any and all documents executed by authorized representatives of each party.
- e) The headings contained in this Agreement have been inserted for convenience of reference only and shall not constitute a part or be given any effect in the construction or interpretation of this Agreement.

Customer Initial \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year provided at the beginning of this Agreement.

CITY OF FOUNTAIN

("Customer Name")

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

\_\_\_\_\_

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

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

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

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

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

Approved as to form: \_\_\_\_\_

Customer Initial \_\_\_\_\_