



CUSTOMER GENERATION AGREEMENT

This CUSTOMER GENERATION AGREEMENT (the "Agreement") entered into and effective on this ____ day of _____, 201__ by and between _____, a residential electric customer of the City of Fountain _____, and the City of Fountain Utilities Department, an enterprise of the City of Fountain, a Colorado home rule municipality ("Fountain"). _____ and Fountain are sometimes referred to hereafter collectively as "parties" and individually as "party".

WHEREAS, 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 Fountain by the Colorado Public Utilities Commission; and

WHEREAS, _____ a residential electricity customer of Fountain, has installed solar generation equipment at his residential location ("customer generation equipment") and wishes to enter into arrangements with Fountain for (a) the interconnection of his customer generation equipment with Fountain's electric system, and (b) rate and billing arrangements for the use of the customer generation equipment; and

WHEREAS, 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 following residential address and is extended at said address only for the use and benefit of _____.

b. In the event _____ seeks to assign this Agreement to a new owner of the residential property at the Service Location, the consent of Fountain in its sole discretion must be obtained before said assignment can be effective.



2. INTERCONNECTION; METERING

a. _____ shall submit a completed Interconnection Request to
 (“Customer Name”) Fountain in the form set forth in Exhibit A to this Agreement. The submittal of a completed Exhibit A 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 Fountain. Any unsafe condition determined in Fountain’s sole discretion may be immediately cured or addressed by Fountain without advance notice to _____.
 (“Customer Name”)

c. Fountain shall install a bi-directional meter at the Service Location to measure both energy delivered to _____ from Fountain generation sources and
 (“Customer Name”) energy produced by _____ through his customer generation equipment.
 (“Customer Name”)

Inasmuch as 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 this bi-directional meter shall be borne by Fountain. Nothing herein shall be construed, however, to obligate Fountain to pay for the cost of a bi-directional meter by other customers utilizing customer generation equipment.

3. MAXIMUM AMOUNT OF CUSTOMER GENERATION

a. This Agreement shall apply to a maximum amount of 10 kW of installed capacity of customer generation equipment at the Service Location.

4. RATE AND BILLING ARRANGEMENTS

a. Reference shall be made to Fountain’s Residential Service tariff in applying the rates, charge, 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.

b. _____ shall pay the Customer Charge component set forth in the
 (“Customer Name”) then current Residential Service tariff, without discount or credit for customer generation equipment.

c. _____ shall pay the Delivery Charge component set forth in the
 (“Customer Name”) then current Residential Service tariff for all kWh consumed regardless of the source of generation.

d. 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 Fountain supplied energy under circumstances where customer generation equipment has not supplied all energy needs (kWh) consumed by _____ at
 (“Customer Name”)



the Service Location. Additionally, for purposes of this Agreement, the term “net credit” shall be defined as the difference between customer generated energy and Fountain supplied energy under circumstances where customer generation equipment supplies more than the energy needs (kWh) consumed by _____ at the Service Location.
 (“Customer Name”)

e. Illustrative examples of the manner in which the rates, charges, and credits shall be applied pursuant to Section 4 a – d are set forth in the City of Fountain Electric Rate Schedules.

f. Bills shall be calculated and rendered to _____ on a monthly billing cycle basis.
 (“Customer Name”)

g. This Agreement shall in no manner affect, limit, or modify 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. This Agreement shall remain in effect so long as (a) _____ receives electric service at the Service location, and (b) _____ maintains customer generation equipment at the Service Location.
 (“Customer Name”) (“Customer Name”)

b. Notwithstanding the foregoing, this Agreement shall be subject to termination by Fountain at any time if (a) _____ does not fully satisfy on a continuing basis the safety standards and requirements for interconnection, or (b) _____ does not pay for service pursuant to the billing due dates and termination of service has occurred in accordance with Fountain’s rules governing the provision of electric services applicable to all customers.
 (“Customer Name”) (“Customer Name”)

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 _____; provided, such action by the Fountain
 (“Customer Name”)

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. NOTICES



Any notice to be given to _____ or Fountain shall be in writing
("Customer Name")
and shall be deemed to be given on the same day as e-mailed or mailed by certified mail, postage prepaid, returned receipt requested, addressed to the other party at its respective address provided herein or at such other address as may hereafter be furnished in writing to the other party, or e-mailed to the e-mail addresses noted below.

All notices under and applicable to this Agreement shall be sent to ("Customer Name") at the following address:

("Customer Name")

("Service Location")

Fountain, Colorado 80817

e-mail address: _____

All notices under and applicable to this Agreement shall be sent to Fountain at the following address:

City of Fountain, Attn: Utility Director
116 S. Main
Fountain, Colorado 80817

8. LIABILITY AND INDEMNIFICATION

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

9. 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, _____ shall not assign either through an assignment, delegation or
("Customer Name")

novation, the rights and obligations under this Agreement, without the prior written consent of Fountain.



10. 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 effect 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.

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

FOUNTAIN

("Customer Name")

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Approved as to form: _____