

**CITY OF DELTA AGREEMENT FOR INTERCONNECTION AND PARALLEL  
OPERATION OF CUSTOMER GENERATION SYSTEM**

This Agreement is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Delta, Colorado (City) and \_\_\_\_\_, \_\_\_\_\_ (Customer).

	<b>CUSTOMER INFORMATION</b>	<b>SYSTEM INSTALLER INFO</b> Recommended: State Licensed Electrician
NAME		
ADDRESS		
PHONE NUMBER		
UTILITY ACCT#		

In consideration of the mutual covenants set forth herein, the parties agree as follows:

**Scope and Purpose of Agreement**

This Agreement describes the conditions under which the City of Delta and the Customer agree that the proposed Customer Renewable Generation system (CG System) may be interconnected to and operated in parallel with the City’s electric distribution system. The following exhibits are incorporated and made a part of this Agreement:

Exhibit A: Description of Customers CG System

- A wiring diagram detailing all connections to your service and proposed location of equipment on structure.
- Manufacturer maintenance schedule, warranty and expected life of equipment
- Completed annual bill estimator and savings analysis as provided in this agreement.

Exhibit B: Final Authorization

- Upon City verification that all requirements herein have been met, Exhibit B will be executed by signature of Municipal Light and Power representative authorizing actual interconnection.

**Terms and Termination**

- The term of this Agreement begins on the date first set forth above (regardless of the date that the Customer is authorized to connect the CG System pursuant to Section 6 below) and continues until terminated by either party pursuant to the provisions of this Agreement.
- The customer shall give a minimum of 30 day’s notice to the City that they are proceeding with the installation before the City will allow for interconnection.
- The Customer shall notify the utility directly when the electrical inspection has been passed and the system is ready for operation.
- The Customer agrees to allow the City to temporarily disconnect the generation for maintenance and testing reasons, only for a reasonable amount of time.

- Either party may terminate this Agreement at any time by providing 30 days written notice to the other party.
- The City of Delta may terminate this Agreement at any time for violation of this Agreement or its related policies upon written notice to the Customer. In the case of the City notifying the customer of termination of this agreement, the Customer may appeal to a Board of Appeals. The Board of Appeals shall be created as needed and appointed by order of the City Manager.
- This Agreement will extend to any new owner(s) upon the sale of the Customer's premises.
- The owner of the CG system agrees to the monthly Distribution Network Charge as described in the City of Delta Renewable Energy Policy-Net Metering.
- At the time of termination of this Agreement for any reason, the City of Delta may perform lock out procedures to disconnect the Customer's CG System from the City's electric system.

### **Summary and Description of Customer's CG System to be Included in Exhibit A**

The Customer's CG System is a self-contained electric generation system including any direct current disconnect apparatus, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth on Exhibit A. The CG System begins and continues upstream towards the distributed generation from the over-current protective device on the Customer's premises. However, the meter socket and related electrical connects are part of the CG System and are the responsibility of the Customer (i.e., all equipment from the service entrance except the meter is Customer equipment).

- Capacity of the CG System may not exceed 10kW for residential and 25kW for commercial.
- The rated capacity of the CG System is \_\_\_\_\_ kW.
- The expected date of initial operation of the CG System is \_\_\_\_\_.

### **Installation and Permitting**

- The Customer and the CG System must comply with all applicable provisions of the current National Electric Code (NEC), UL and IEEE requirements, including, but not limited to: UL 1741 – Inverters, Converters, and Controllers for Use in Independent Power Systems; IEEE Standard 1547
- The Customer, or the Customer's contractor, must construct the CG System as specified in Exhibit A.
- The Customer shall bear all expenses for any additional equipment required to connect the CG System to the City's electric system, including the new meters and additional meter base on the A/C production side of the CG.

- The Customer, at the Customer's expense, must obtain all necessary electrical permits for installation of the CG System and obtain and maintain any government authorizations or permits required for the operation of the CG System. The Customer must reimburse the City of Delta for any and all losses, damages, claims, penalties, or liability the City of Delta incurs as a result of the Customer's failure to obtain or to maintain any governmental authorizations and permits required for construction and operation of the Customer's CG System.

### **Warranty is Neither Expressed nor Implied**

The City's inspection and approval, if any, of the CG System is solely for the City's benefit and does not constitute a warranty, express or implied, to either the Customer or any third party regarding the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances, or devices owned, installed, or maintained by the Customer, or leased by the Customer from third parties, including without limitation the CG System and any structures, wires, appliances, or devices appurtenant thereto.

### **Indemnity and Liability**

- The Customer releases and agrees to indemnify, defend, and hold harmless the City, its agents, officers, employees, and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person, or loss of or damage to any property, arising, in any manner, from the Customer's activities, actions, omissions, or equipment failures under this Agreement.
- Nothing in this Agreement shall be construed as a waiver by the City of Delta of any rights, immunities, privileges, monetary limitations to judgments, and defences available to the City of Delta under common law or under the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq., C.R.S.

### **Location of CG System**

The CG System will be installed at the Customer's premises located at:

\_\_\_\_\_ in the physical location specified or depicted in the attached Exhibit A. The Customer shall not relocate and connect the CG System on other premises or at any other physical location without the City's prior written consent, and if given, this Agreement shall be deemed amended to allow for connection at the alternate location. In the event that such consent is given, any relocation and installation of the CG System will be at the Customer's sole expense.

### **Metering**

The City of Delta will install, at the Customer's expense, a metering system at the Customer's premises at a level of accuracy that meets all applicable standards, regulations, and statutes in order to meter the generation and usage in and out. This system will be suited for the selected electrical rate class chosen by the customer.

## **Disconnect Device**

A safety disconnect switch shall be installed that is visible to and readily accessible by Utility personnel. The switch shall be capable of being locked in the open position and shall prevent the generator from supplying power to the distribution system.

## **Billing**

Billing will be done in accordance with and subject to the City's current billing policy.

## **Access to Premises**

The City of Delta shall have access to the Customer's property during normal business hours to conduct any investigation or inspection of the Customer's CG System and connection to the City's electric distribution system. In case of an emergency, the City shall have access to the Customer's property at any time for inspection or investigation of Customer's CG System and/or the City's electric distribution system.

## **Maintenance of Equipment; Safety**

The Customer, at the Customer's sole cost and expense, will install, operate, and maintain the CG 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, those contained in Section 3 above. The Customer must retain all records for such maintenance. These records must be available to the City of Delta for inspection at all reasonable times.

## **Interruption or Reduction of Deliveries; Disconnect**

The City of Delta may require the Customer to interrupt or reduce deliveries: (1) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of the City's equipment or part of its electric system; or (2) if the City of Delta determined that curtailment, interruption, or reduction is necessary because of emergencies or compliance with good electrical practices as determined by the City of Delta. To the extent reasonably practicable, the City of Delta shall give the Customer notice of possible interruption or reduction of deliveries.

Notwithstanding any other provision of this Agreement, if at any time the City of Delta determines that the Customer's CG System may endanger City of Delta personnel, or that the continued operation of the Customer's CGS system may endanger the integrity of the City's electrical system, the City of Delta shall have the right to disconnect the Customer's CG System from the City's electrical system. The Customer's CG System shall remain disconnected until such time as the City of Delta is satisfied that the condition(s) that caused the problems have been corrected.

## **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, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

## **Compliance with Ordinances and Regulations**

The Customer shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City of Delta laws, rules, statutes, charter provisions, ordinances and policies.

## **Miscellaneous**

- The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.
- This Agreement, together with its attachments, 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.
- Power output control system shall automatically disconnect from Utility source upon loss of Utility voltage and not reconnect until Utility voltage has been restored by the Utility.
- The Generating Facility shall meet the applicable IEEE standards concerning impacts to the Distribution System with regard to harmonic distortion, voltage flicker, power factor, direct current injection and electromagnetic interference.

**Acknowledgements Regarding Agreement**

By signing below, the Customer acknowledges understanding of the terms of this Agreement and that the Customer may not connect the CG System to the City’s electric system until the City has provided final written authorization for such connection. Unauthorized connections will result in termination of City electric service to the Customer’s premises. Customer has also completed and acknowledges an understanding of Exhibit A.

In witness whereof, the parties have executed this Agreement as of the date first above written.

Customer:

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

\_\_\_\_\_

Print Name and Title, if applicable

State of Colorado

County of \_\_\_\_\_

Signed before me on \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_ (name(s) of individual(s) making statement).

\_\_\_\_\_  
(Notary’s official signature)

\_\_\_\_\_  
(Title of office)

\_\_\_\_\_  
(Commission Expiration)

**Sample One-Line Diagram of CG system**

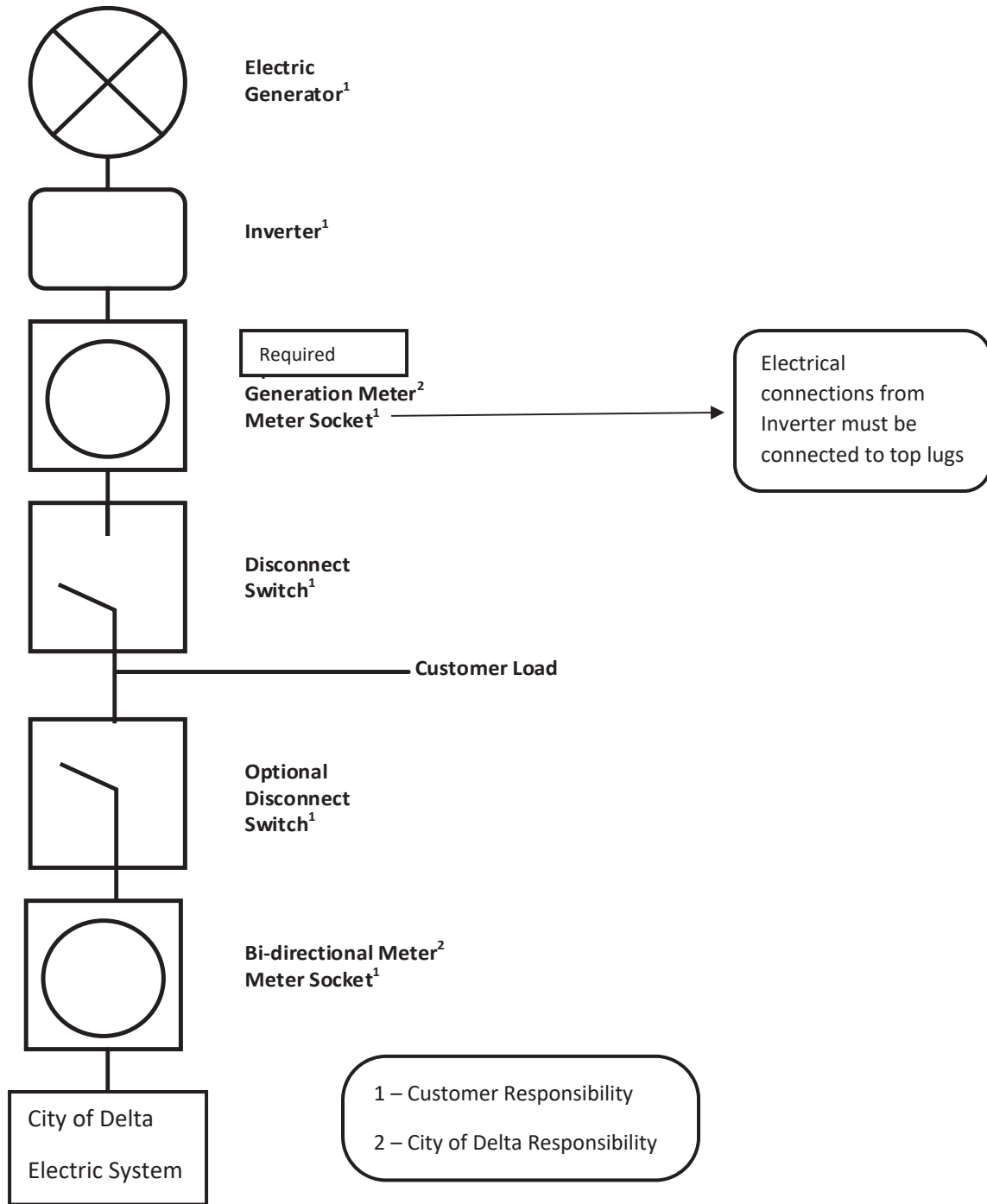


Figure 1

**Exhibit B**  
**Final Authorization**

To the Agreement for Interconnection and Parallel Operation of Small Distributed Generation Resources between the City of Delta and \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_.

**Authorization**

The CG System may be connected to the City of Delta electric system. The CG System has been inspected, tested and MEAN has been notified of interconnection. The Customer is authorized to connect the CG System to the City of Delta electric system.

Signed by City of Delta Municipal Light and Power Representative:

Printed Name \_\_\_\_\_

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

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



**Exhibit A  
Annual bill savings estimator with solar**

**Base Charge ( Monthly )**

The base charge is the revenue requirements needed to keep the distribution system running everyday

**Energy Charge ( per KWH )**

With behind the meter generation, the billing is net metered allowing the meter to spin backwards in times the generation is more than was used.

**Network Distribution Charge**

The Network Distribution Charge is calculated by the highest peak production in the previous month on a 15 minute interval.

**Avoided pay Back rate**

The Avoided rate is the base charge for electric that the City pays per KWH after the capacity, transmission and distribution costs are removed.

**Your Solar System size in KW**

The best return on investment generally comes from sizing your system to the amount of energy used.

	Your estimated Monthly electric consumption in KWH **	Estimated monthly solar production *	Cost for electric without Solar	KWH credit ***	Available credit	Network Distribution Charge ****	Estimated cost for electric with solar	Estimated Monthly Savings
April								
May								
June								
July								
August								
September								
October								
November								
December								
January								
February								
March								

Annual Savings on bill	
Annual Credit Payout in April	
Total Estimated Annual Savings	

- \* The estimated monthly solar production was calculated using ( pvwatts.nrel.gov )
- \*\* Estimated electric consumption is calculated by using your most recent years bills KWH's, or making assumptions based on known changes. You can access your billing history by going to [www.cityofdelta.net](http://www.cityofdelta.net) - PAY MY UTILITY BILL - enter your account number Enter your password (this is default to your billing address number) - select "View Consumption"
- \*\*\* KWH hour credit is the excess your system produces over what was used. The credits are held over until needed or by the end of March when they will be put towards your base charges in April at the avoided rate.
- \*\*\*\* The Network Distribution Charge is the sum of the City's capacity distribution and transmission charges minus the base charges per monthly system peak charges the city receives.