

**LONGMONT POWER & COMMUNICATIONS AGREEMENT FOR INTERCONNECTION OF
DISTRIBUTED ENERGY RESOURCE**

This Agreement for Interconnection of a distributed energy resource (“DER”) (“Agreement”) is made and entered into by and between the Longmont Power and Communications (“Utility”), acting through and by the City of Longmont, Colorado, a municipal corporation (“City”), and

_____ (“Customer”), an individual/business. Each may be referred to individually as a “Party” or collectively as the “Parties.”

Customer Information	
Name:	
Address:	
Phone:	
Email:	
Utility Account #:	

DER Designer Information	
Company Name:	
Designer’s Name:	
Address:	
Phone:	
Email:	

DER Installer Information	
Company Name:	
Installer’s Name:	
Address:	
Phone:	
Email:	

Address of premises at which DER is to be installed (if different from address above):

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

1. Scope and Purpose of Agreement.

This Agreement describes the conditions under which the Utility and the Customer agree that the DER described in **Exhibit A** may be interconnected to and operated in parallel with the

Utility's electric distribution system. **Exhibit A** is incorporated and made a part of this Agreement.

2. Term and Termination.

2.1 The term of this Agreement begins on the date of execution by the last party to sign this Agreement (regardless of the date on which the Customer is authorized to interconnect the DER pursuant to Section 7 below) and continues until terminated by either party pursuant to the provisions of this Agreement.

2.2 Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other Party.

2.3 The Utility may terminate this Agreement at any time for violation of this Agreement upon written notice to the Customer.

2.4 This Agreement will terminate upon the sale of the Customer's premises. A subsequent owner of the premises must execute an Interconnection Agreement with the Utility to operate the DER thereafter.

2.5 This Agreement will terminate in the event the Parties enter into a new Agreement for the DER, unless such new Agreement specifically provides otherwise.

2.6 At the time of termination of this Agreement or for any reason as necessitated by public safety, the Utility may disconnect the DER from the City's electric distribution system.

2.7 This Agreement does not modify or alter in any way the [Utility's policies and procedures regarding utility disconnection](#). In the event of a conflict between the Utility's disconnection policies and this Agreement, the terms of the disconnection policies (codified in the Longmont Municipal Code) shall prevail.

3. DER Design Summary - Include in Exhibit A.

3.1 **Exhibit A** must include all DER design documents as outlined in the [Interconnection Application & Submittal Checklist](#), including but not limited to a **Site Plan** showing the location of all major proposed and existing components of the DER and electrical service equipment on the premises, **Electrical One-line Diagram** showing the electrical connections of the DER and electrical service equipment, and **Manufacturer specification sheets** for proposed components, including any proposed addition(s) to an existing DER or battery energy storage system ("BESS").

4. Installation and Permitting.

4.1 Without limiting the provisions of Section 16, the Customer and the DER must comply with all applicable requirements contained in Chapter 14, Rates And Regulations Governing Electric Service, of the City Municipal Code including [Interconnection Standards for Distributed Energy Resources](#), Design Standards, Metering Standards, and Construction Specifications to connect with the Utility's electric distribution system, as may be amended from time to time.

4.2 The DER must be constructed as specified in **Exhibit A**.

4.3 The Customer, at the Customer's expense, must pay for any additional equipment determined by the Utility, in the Utility's sole discretion, to be required to connect the DER to the Utility's electric distribution system.

4.4 The Customer, at the Customer's expense, must obtain all necessary electrical permits for installation of the DER and obtain and maintain any government authorizations or permits required for the operation of the DER. The Customer must indemnify and reimburse the Utility for all losses, damages, claims, penalties, or liability the City incurs because of the

Customer's failure to obtain or to maintain any governmental authorizations and permits required for construction and operation of the DER.

5. Location of DER.

5.1 The DER will be installed at the Customer's premises in the physical location specified or depicted in the attached Exhibit A. Any relocation from location identified in Exhibit A shall require an amendment to this Agreement or execution of a new interconnection agreement.

6. Metering.

6.1 The Utility will install, own, and maintain, at the City's expense, a kilowatt-hour meter, or meters, as the Utility may determine in its sole discretion, that is necessary to permit Customer's installation. Such meter(s) shall be capable of registering the bi-directional flow of power and energy at the Customer's premises at a level of accuracy that meets all applicable standards, regulations, and statutes including but limited to, Chapter 14, Rates and Regulations Governing Electric Service, of the City Municipal Code, as may be amended from time to time.

6.2 All Utility-installed meters will be advanced meters that measure and transmit such parameters as time of delivery, power factor, voltage profile, load profile, and all other information as deemed necessary by the Utility in its sole discretion.

7. Requirements to Connect & Operate DER.

7.1 The Customer may not connect the DER to the Utility's electric distribution system until: (1) this Agreement has been fully executed by the Parties, (2) the DER has been installed and tested to the satisfaction of the Utility, (3) all inspections of the DER have been completed to the satisfaction of the Utility, (4) any meter(s) required per City of Longmont Interconnection Standards have been installed and/or configured, and (5) the Utility has provided the Customer with written notification permitting the Customer to operate the DER ("Permission to Operate".)

7.2 The Utility may have representatives present at the initial testing of the Customer's DER and may perform (at the City's own expense) any additional testing of the Customer's DER deemed necessary by the Utility in the Utility's sole discretion.

7.3 After the meter(s) has been installed and/or configured, the Customer shall make no changes or modifications in the DER or to its mode of operation without the prior written approval of the Utility. Upon request by the Utility, the Customer shall provide to the Utility a copy of all test results for the DER.

8. Warranty is Neither Express Nor Implied.

The Utility's inspection and approval, if any, of the DER is solely for the Utility's benefit and does not constitute a warranty, express or implied, as to 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 DER and any structures, wires, appliances, or devices appurtenant thereto.

9. Access to Premises.

The Customer will provide the Utility access to the Customer's premises in accordance with Sections [14.32.160 Meters](#) and [14.32.170, Miscellaneous](#) of the City Municipal Code as may be amended from time to time.

10. Maintenance of Equipment; Safety.

The Customer, at the Customer's sole cost and expense, will install, operate, and maintain the DER (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 16 below. The Customer must retain all records for such maintenance. These records must be available to the City for inspection at all reasonable times.

11. Interruption or Reduction of Deliveries; Disconnect.

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

11.2 Notwithstanding any other provision of this Agreement, if at any time the Utility determines, in the Utility's sole discretion, that the DER may endanger Utility personnel, that the continued operation of the DER may endanger the integrity of the Utility's electric distribution system or endanger life or property the Utility shall have the right to disconnect the DER from the Utility's electric distribution system without prior notice. In such an event, the Utility shall give the Customer notice as soon as is practicable thereafter. The DER shall remain disconnected until such time as the Utility is satisfied that the condition(s) that caused the problems have been corrected. Utility shall not be liable to Customer for any direct, indirect, or consequential damages incurred as a result of disconnection.

12. Billing.

The Customer acknowledges and understands that they will be billed and charged for electric power and energy at the appropriate rate as listed in Chapter 14.32, Rates And Regulations Governing Electric Service, of the City Municipal Code as may be amended from time to time. The Customer acknowledges and understands that the Utility's billing rates, charges, and fees for electric power and energy, including those policies, practices, rates, charges, and fees that are applicable to self-generating customers, may be modified at the discretion of the City of Longmont City Council without notice to the Customer.

13. Indemnity and Liability.

13.1 The Customer releases and agrees to indemnify, defend, and hold harmless the Utility, its agents, officers, employees, contractors, elected officials, 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, or omissions under this Agreement. The release of claims against the Utility includes all alleged direct, indirect, or consequential damages.

13.2 The Customer shall be responsible for any damages to the Utility's electric distribution system that occur as a result of operating the DER. Reimbursement for incurred damages shall be due upon thirty (30) days written notice from the Utility to Customer. If

damages are not reimbursed the Utility may charge the customer a combined notification fee and penalty charge, disconnect service as provided in L.M.C. 14.20 as such may be modified from time to time, as well as add to the balance due all collection costs and fees, including attorneys' fees, incurred by the city or its representative in collecting the balance owed by the customer.

13.3 Nothing in this Agreement shall be construed as a waiver by the Utility of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City under common law or the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S.

14. 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, pandemics, epidemics, unavailability of materials, terrorism, or labor disturbances.

15. Notices and Other Communications.

Except as otherwise 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 United States mail or other delivery service, or by courier delivery. Any such notice or other communication must be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to the Customer: See "Customer Information," above.

If to the Utility: Energy Strategies & Solutions
Longmont Power & Communications
1100 South Sherman Street
Longmont, CO 80501
Phone: (303) 651-8386

15.1 Notice from Seller of Property to Buyer

Whenever the owner of the real property determines to sell the property, the owner shall provide a copy of this entire agreement to the buyer at or before closing on the property. Failure to provide a copy of this agreement at closing and execution of a new interconnection agreement may result in the DER being disconnected from the electric grid by Utility upon the transfer of electric service to the new owner. The purpose of such notification is to alert the buyer that a new Interconnection Agreement will be required to continue DER interconnection. Execution of the Interconnection Agreement by the buyer should occur either before or concurrently with the application for transfer of service.

16. Compliance with Ordinances and Regulations

The Customer shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, county, and City laws, rules, statutes, charter provisions, ordinances, and regulations, including without limitation Chapter 14.32, Rates And Regulations Governing Electric Service, of the City Municipal Code, including Interconnection Standards for Distributed Energy Resources, Design Standards, Metering Standards, and Construction Specifications as may be amended from time to time.

17. Miscellaneous.

17.1 This Agreement may not be assigned by the Customer without the Utility's prior written consent, which may be withheld in its sole discretion. This Agreement will terminate upon the sale of the Customer's premises. If the new owner desires to continue the interconnection, the new owner must enter into a new, separate agreement with the Utility pursuant to Section 15.1 above.

17.2 This Agreement is for the sole benefit of and binds the Parties, their successors, and assigns, if any assignment is approved by the City. This Agreement affords no claim, benefit, or right of action to any third party. Any party besides the Utility or the Customer receiving services or benefits under this Agreement, including but not limited to any third-party owner of the DER facilities, is only an incidental beneficiary.

17.3 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 as long as it remains illegal or unenforceable.

17.4 Any tribunal enforcing this Agreement shall apply and construe it according to the laws of the State of Colorado.

17.5 In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder will be in the courts in and for Boulder County, Colorado. The Customer waives any objection to jurisdiction or venue of any action instituted pursuant to this section 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 by the Utility.

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

17.7 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, including, but not necessarily limited to, agreements between the parties related to the DER, 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 the Utility in connection with this Agreement are for informational purposes only. No such communication is intended by the Utility to constitute either an electronic record or an electronic signature or to constitute any agreement by the Utility to conduct a transaction by electronic means. Any such intention or agreement is expressly disclaimed.

18. Covenants of the Customers

18,1 In addition to all other provisions of this agreement, the Customer further acknowledges, agrees, and covenants that they will abide by the following:

- I accept the terms of this Agreement and acknowledge that I may not connect the DER to the Utility's electric distribution system until the I have fulfilled all the requirements of interconnection.
- I understand any interconnection made to the Utility's electric distribution grid prior to the fulfillment of the Utility's requirements will result in disconnection of the DER.
- I understand this is a sworn statement and making false, fictitious, or fraudulent representation in this application is punishable under criminal laws.
- I certify that all the information contained within this Agreement and related Interconnection Application is true and factual.
- As the signatory, I further affirm I am the customer and/or property owner at the project premises described in this application and have the authority to submit this application in relation to the terms and conditions listed above and as referenced elsewhere.

- I affirm that I am familiar with net metering rates and credits as described in Sections [14.32.020](#) and [14.32.040](#) of the Longmont Municipal Code and that the rates and credits can be modified by the City Council.

18. Electronic Signature.

This Agreement may be executed by electronic signature in accordance with C.R.S 24-71.3-101 *et seq.*

19. Utility’s Acceptance of Agreement

This Agreement will be accepted by the Utility upon Customer’s execution of this Agreement and upon the Utility’s provision of written notification permitting the Customer to operate the DER (“Permission to Operate”).

Customer:

Signature: _____

Printed Name: _____

Date: _____

Exhibit A

DER Design Documents