



**Net Metering Contract
Customer Owned Generation for Offset Use
(Over 25 kW Not to Exceed 100 kW)**

This Contract is made and entered into this ____ day of _____, 20____, by and between Southeast Colorado Power Association (SECPA), whose address is 27850 Harris Rd, PO Box 521, La Junta CO 81050, and _____, a Customer Generator (C-G), whose electric service address is _____, Colorado.

Contract Dates:

1. The term of this contract shall be ten (10) years beginning _____; this contract is not is not assignable by customer to any subsequent purchaser of customers premises. In the event of sale of said property new contracts will need to be renegotiated with new owner.

Terms and Conditions:

2. Available for services to C-Gs where a part or all of the electrical requirements of the C-G can be supplied from a solar, wind, bio-mass generating facially with generating capacity of more than 25 kW and not to exceed 100 kW. The net metering system must be located on premises that are owned or controlled by the C-G and also must be connected in parallel with the local distribution system of SECPA. The system must be intended to offset all or part of the C-G electrical requirements for electric energy at the same location, and must not be used to offset energy consumption at another location. Generator total name plate capacity cannot exceed current service requirements at the C-G location.
3. Indemnity: SECPA shall not be liable directly or indirectly for permitting or continuing to permit an attachment of C-G generation system, or for acts or omissions of the C-G that cause loss or injury, including death, to the C-G or any third party. The C-G shall

indemnify and hold harmless SECPA for any and all damage to persons or property and all damages or losses incurred by third parties, or the successors or assigns of such third parties that result from the insulation or operation of the C-G electric generation system and the net metering system.

4. Safety/Reliably: The Design and installation of the C-G net metering system must comply with all applicable laws and regulations and shall meet all current and future safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories, Incorporated. The C-G is required to sign and abide by the requirements of SECPAs interconnect agreement. All generator installations must be inspected and approved by SECPA personal before the generator can operate in a grid interconnect mode.
5. Billing: The billing period to be used for this contract shall be the customary billing period for all SECPA consumers. In any billing period where the electricity supplied to the C-G by SECPA exceeds the electricity generated by the C-G, SECPA will bill the C-G for the net electricity consumed per the terms of the applicable rate schedule. In bill periods where the electricity generated by the C-G exceeds the electricity supplied by SECPA the C-G is required to pay only the customer charges and minimums that the customer would otherwise paid under applicable rate schedule. SECPA shall provide credit to the C-G, expressed in kilowatt hours, to be banked and carried forward month to month and applied on a one to one basis against kilowatt hour consumption in a subsequent billing period. After the February billing and before the March billing of each calendar year any remaining unused balance of accrued kilowatt hours shall be credited to the C-G at SECPA's power supplier current wholesale rate for energy only at a kilowatt hour basis.
6. Metering/Equipment: Net metering under this contract shall be accomplished using single meter capable of registering the flow of electricity in each direction. The C-G shall be solely responsible for ensuring that the C-G system equipment installed for this application meets all applicable codes, standards, and regulatory requirements.
7. The C-G agrees to pay SECPA's cost for reading and billing outside our normal reading and billing operation.
8. The C-G generation equipment shall be located at the customer's electric service premises at all times during the term of this contract.

9. This contract and terms contained in this contract shall be binding and enforceable against the parties for as long as the contract remains in effect.

10. This contract may be canceled by either party with sixty (60) day written notice.

The signatories' hereto individually and collectively make the following representations:

1. They are individually authorized and competent to sign this agreement and have read the contract and agree to be bound by its terms.
2. Customer receives electric service from SECPA at the location of the C-G.
3. Customer is an end use SECPA electric customer located within the electric service territory of SECPA in Colorado whose primary business is not the generation of electricity for retail or wholesale from the same facility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

Dated: _____

SOUTHEAST COLORADO POWER ASSOCIATION

By: _____
President or CEO

Dated: _____

CUSTOMER GENERATOR

By: _____

Title: _____