

CUSTOMER-GENERATORS PURCHASES/ RESIDENTIAL AND COMMERCIAL

NET METERING

REVENUE CLASS

<u>RATE CODE NM-11 (Single Phase Residential)</u>	01
<u>RATE CODE NM-12 (Three Phase Residential)</u>	01
<u>RATE CODE NM-41 (Single Phase Commercial)</u>	04
<u>RATE CODE NM-42 (Three Phase Commercial)</u>	04
<u>RATE CODE NM-43 (Large Power Residential and Commercial)</u>	01 / 04

APPLICABILITY

Available to a member-generator (M-G) that installs an eligible energy resource (EER) consisting of a renewable energy resource (Renewable ER) or a recycled energy resource (Recycled ER) on the M-G's side of the meter and interconnects, subject to Gunnison County Electric Association's (GCEA's) tariffs, to GCEA's electric distribution system. The Renewable ER may be solar, wind, geothermal, biomass, hydroelectricity, or other renewable resource subject to GCEA's discretion and approval. The Recycled ER may be any generation that converts the otherwise lost energy from the heat from exhaust stacks or pipes to electricity and that does not combust additional fossil fuel. A Renewable ER or a Recycled ER must be limited to not more than twenty-five (25) kilowatts of capacity. An M-G's EER electric generation system (EER Generation System) must conform to GCEA's standards and tariffs for interconnectivity, safety, quality of service, liability, and indemnification. GCEA may elect to not accept interconnection of an EER Generation System as allowed by law. (I)

An EER Generation System shall be sized to supply no more than 120 percent of the M-G's average annual electricity consumption at the M-G's point of connection.

AVAILABILITY

Applicable to all M-Gs that install an EER Generation System on property owned, operated, leased, or otherwise controlled by the M-G. The EER Generation System must be determined by GCEA to be capable of being operated safely and reliably in parallel with GCEA's electrical distribution system. The EER Generation System shall offset part or all of the M-G's electric energy consumption at the same site. The electricity generated by an EER Generation System shall not be used to offset or provide credits for electric energy consumption at any location other than the site where the EER Generation System is installed or by any other member.

TYPE OF SERVICE

Installation of an EER Generation System is available for single-phase or three-phase 60 hertz at standard secondary voltages. All costs over and above standard metering costs associated with the net metering system and any modifications required by GCEA for purposes of interconnectivity, safety, reliability shall be prepaid to GCEA by the M-G.

APPLICATION:

An application form must be submitted and an application fee of \$250.00 paid to GCEA to initiate the interconnection process for an EER Generation System. The above application fee shall include one GCEA inspection visit. The fee for additional inspections shall be considered on a case-by-case basis.

e-filed with PUC 3.31.2017

(R)

Advice Letter No. 112

/ Mike McBride /
Signature of Issuing Officer

Cancels: June 4, 2015
Advice Letter No. 108

Decision or
Authority No. _____

Chief Executive Officer

Effective Date: May 1, 2017

Colorado PUC E-Filings System

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MONTHLY RATE:

All electricity supplied by GCEA to the M-G shall be received and paid for at GCEA's current applicable rate schedule for the appropriate member class. GCEA shall determine the M-G's energy consumption under the rate through the use of net metering. Net metering shall be, for billing purposes, the net consumption as measured at GCEA's service meter. If a M-G's EER Generation System generates electricity in excess of the M-G's monthly consumption, all such excess energy, expressed in kilowatt-hours, shall be carried forward from month to month and credited at a ratio of one to one against the M-G's energy consumption, expressed in kilowatt-hours, in subsequent months.

The M-G may make a one-time election of an annual billing period ending in either March or September.

Annually, within sixty (60) days after the end of the applicable annual billing period, or within sixty (60) days after the M-G terminates its retail service, GCEA shall account for any accrued excess energy generation, expressed in kilowatt-hours, for the applicable annual billing period, or portion thereof, and pay the M-G for such energy at GCEA's average wholesale energy rate for the applicable billing period, or portion thereof. The calculation of GCEA's average wholesale energy rate for the applicable billing period shall be based on GCEA's energy cost as billed by the power supplier, divided by the total kWhs purchased by GCEA.

CONTRACT PROVISIONS

The M-G shall agree to the provisions of service stipulated by GCEA in a written agreement, and the term of the agreement shall be not less than one (1) year. Such agreement shall, at a minimum, require the M-G to meet all safety and performance standards established by the most current editions of the *National Electric Code*, *The Institute of Electrical and Electronic Engineers*, *Underwriters Laboratories, Inc.*, *The National Electrical Safety Code*, and any other regulations or standards determined by GCEA to be applicable.

For EER Generation systems, a second meter may be installed, at GCEA's option and expense, to measure the renewable energy output.

GCEA shall not be liable directly or indirectly for any loss or injury, including death, of M-G or any third party arising out of or resulting from GCEA permitting or continuing to permit an attachment of an M-G's EER Generation System or from acts or omissions of the M-G.

M-G shall indemnify, defend and save GCEA harmless from any and all damages, losses or claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from M-G's acts or omissions, including without limitation, M-G's acts or omissions in relation to M-G's obligations under C.R.S. Section 40-9.5-118 except M-G shall have no such obligations with respect to damages, losses or claims arising out of or resulting from the gross negligence or intentional wrongdoing of GCEA.

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GCEA shall indemnify, defend and save a M-G harmless from any and all damages, losses or claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from GCEA's acts or omissions in relation to GCEA's obligations under C.R.S. Section 40-9.5-118 except GCEA shall have no such obligations with respect to damages, losses or claims arising out of or resulting from the gross negligence or intentional wrongdoing of the M-G.

INSURANCE REQUIREMENTS

For an EER Generation System of 10 kW or less, M-Gs, at their own expense, shall secure and maintain in effect during the term of the agreement liability insurance with a combined single limit for bodily injury and property damage of not less than \$300,000 for each occurrence. For an EER Generation System above 10 kW and up to 25 kW, M-Gs, at their own expense, shall secure and maintain in effect during the term of the agreement liability insurance with a combined single limit for bodily injury and property damage of not less than ~~\$2,000,000~~ for each occurrence.

~~\$2,000,000~~ **\$600,000 (insurance requirement for 10kW-25kW systems lowered by Board approval November 28, 2018)**

Except for an EER Generation System installed on a residential premise which has a design capacity of 10 kW or less, GCEA shall be named as an additional insured by endorsement to the insurance policy and the policy shall provide that written notice be given to GCEA at least thirty (30) days prior to any cancellation or reduction in coverage. Such liability insurance shall provide, by endorsement to the policy, that GCEA shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium of such insurance. For all generation systems, the liability insurance shall not exclude coverage for any incident related to the subject generator or its operation.

Certificates of Insurance evidencing the requisite coverage and provision(s) shall be furnished to GCEA prior to the date of Interconnection of the EER Generation System. GCEA shall be permitted to periodically obtain proof of current insurance coverage from the M-G in order to verify proper liability insurance coverage. M-G will not be allowed to commence or continue interconnected operations unless evidence is provided that satisfactory insurance coverage is in effect at all times.

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