

# APPLICATION FOR SOLAR PERMIT A SEPERATE PERMIT IS REQUIRED FOR EACH STRUCTURE

601 COLORADO AVENUE, LA JUNTA, CO 81050 PHONE: (719) 384-5991

Construction Address:			
Property Owner:			Email:
Owner Address:			
Contractor:		Phone:	
Contractor Address:			
Utility Account Number:			
	ntial up to 10kW ercial 25 kW or Smaller	<u>Equipment</u>	UL1741 Listed: Yes No
<b>Designed Capacity:</b>	Prime Mover:		
Solar Wind	Photovoltaic	Turbine	Other (describe)
Tracker Description (if application)	ble):		
Battery Bank Size (if applicable	<u>e):</u>		
Inverter Manufacturer & Mod	<u>el Number:</u>		
Inverter Nameplate Rating:			
Check One:			
Single Phase Three F	Phase DC Disconnect Sv	witch $\square$ AC Di	sconnect Switch
<u>Disconnect Location:</u>			
Estimated Install Date:			
Estimated In-Service Date:			
	by the Interconnection Standar	ds for Cogenerator	d specifications are to the best of my knowledge, is and Small Power Producers. I understand it is ctor for any inspections.
Materials \$	Labor \$	Т	otal Valuation \$
Printed Applicant Name		Phone	
		Date	
Signature of Applicant			



## City of La Junta Electric Department & Engineering Department



P.O. Box 489 ~ 601 Colorado Avenue La Junta, Colorado 81050

#### **SOLAR INSTALLATION**

#### NET METERING INFORMATION AND ACKNOWLEDGEMENT

The customer must complete the following:

- Building Department Solar Application & Checklist; all plans must include a Production Meter Can
- Contract For Net Metering
- Mounting Bracket Inspection (before panels installed)
- Final from City Building Department
- Final from State Electrical Inspector

#### Net Metering:

Customer Generated Electricity ~ Any excess will go back to the (La Junta) Grid. Customer receives avoided cost as a rebate. La Junta pays ARPA for generated Kw. La Junta sells excess to customers.

Electric Department supplies Solar Customer readings to ARPA. ARPA bills La Junta for generated power. City of La Junta refunds customer at avoided cost.

By signing below, the applicant, contractor, and homeowner acknowledges that the Engineering Department and the State Electrical Inspector must complete required inspections before a Certificate of Occupancy can be issued. Also, by signing you acknowledge and understand City of La Junta's Net Metering. A Certificate of Occupancy must be issued before connection of the production meter occurs.

Applicant Signature	Date	
Contractor Signature	Date	
Homeowner Signature	Date	



### La Junta Electric Department

#### **Customer Owned Generation (COG) Contract**

#### **Customer-sited Generation System**

(Systems 25kw Nameplate Capacity & Below)

This contract is made and entered into this day of	, by and
between La Junta Electric Department, whose address is 60	01 Colorado Avenue, La Junta,
Colorado 81050, and	("Customer") whose
electric service address is	
(the "service address").	

- 1. Purchase and sale. On the terms and subject to the conditions set forth in this contract, the customer agrees to assign all Renewable Energy Credits ("RECs") generated by the Customer Owned Generation (COG) at the address listed to La Junta Electric Department for a term of twenty (20) years from the installation date set forth in the Certificate of Completion.
- **2. Representations.** The signatories hereto individually and collectively make the following representations:
  - **a.** They are individually authorized and competent to sign this Contract and they have read the Contract and agree to be bound by its items.
  - **b.** Customer receives electric service from La Junta Electric Department at the address set forth above, and for the purpose of this Contract is the person in whose name electric service is listed at the service premise.
  - **c.** Customer is an end-use electric customer located within the electric service territory of La Junta Electric Department in Colorado, whose primary business is not the generation of electricity for retail or wholesale from the same facility.
  - **d.** The customer has installed a new COG system at the service premise, which has at least a two-year warranty, as of the date set forth, and conforms to the specifications, as described in La Junta Electric Department's interconnect agreement.
  - e. If the COG system is photovoltaic the orientation of the COG system is free from shade trees, buildings and other obstructions that might shade the orientation of the system measured from the center point of the solar array through a horizontal angle plus or minus 60 degrees and through a vertical angle between 15 degrees and 90 degrees above the horizontal plane.

#### 3. Terms and Conditions.

- **a.** Customer shall be solely responsible for ensuring the COG system equipment installed for this program meets all applicable codes, standards, and regulatory requirements.
- **b.** The COG system shall be located on the Customer's electric service premises at all times during the terms of this contract.
- **c.** The COG system shall be a minimum capacity of 500 watts and a maximum capacity not to exceed 25 kilowatts, nameplate output capacity.
- d. The term of this Contract shall be one (1) year beginning \_\_\_\_\_\_; and shall be annually renewable for a period of twenty (20) years with mutual consent of all signatories; however, this Contract is assignable by Customer to any subsequent purchaser of customer's premises. La Junta Electric Department shall own all RECs produced by the COG system during the Term of this Contract.
- **e.** La Junta Electric Department shall receive all excess energy, if any, generated by the COG system at the service premise and not used by the Customer. The Customer will receive compensation for the energy generated by the COG system and not used by the Customer at the premise via "net metering" as set forth in La Junta Electric Department net metering Tariff as the same may be charged from time to time.
- f. This Contract shall apply to new COG equipment only. Used equipment does not qualify for the incentive.
- **g.** La Junta Electric Department does not imply any representation or warranty of the design, installation, or operation of the COG equipment and La Junta Electric Department expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- **h.** La Junta Electric Department shall not be responsible or liable for any personal injury or property damage caused by the COG system or any individual component equipment of the system.
- i. Customer shall indemnify, defend, and hold La Junta Electric Department, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments, or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair or replacement of the COG system or any component equipment on the system.
- **j.** Customer shall comply with all of the rules stated in the La Junta Electric Department's applicable Electric Tariff and Interconnection Agreement as the same may be revised from time to time. In the event of any conflict between the terms of this contract and the Electric Tariff and/or Interconnection Agreement, the provisions of the Tariff or agreement shall control.
- **k.** The customer shall maintain the COG system and the individual components of the system in good working order at all times during the Term of this contract. If during the Term of this contract, the COG system or any of the individual components of the system should be damaged or destroyed, the Customer shall promptly repair or replace the equipment to its original specifications, and, if applicable, tilt and orientation, at the customer's sole expense.

- Learn Customer shall procure and maintain in effect at all times during the Term of this contract liability insurance as specified in La Junta Electric Department's Small Power Producer Standards and Requirements. La Junta Electric Department reserves the right to alter the amounts of liability insurance required as necessary to assure the safety and protection of its equipment, employees, and customers.
- **m.** This Contract and the terms contained in this contract shall be binding and enforceable against the parties for as long as the Contract remains in effect.
- **n.** If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of this contract, the prevailing party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing party.
- **o.** Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any term or condition of this Contract.
- **p.** The parties agree that a cause of action for breach of any provision of this Contract shall not accrue until the non-breaching party actually discovers the breach.
- **q.** If any of the representations of the parties are false or incorrect, such false or incorrect representation shall constitute a material breach of this Contract.
- **r.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- **s.** This Agreement may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The parties agree that a facsimile copy of a signature will be deemed original and binding.
- t. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. In order for an assignment to be effective, Customer is required to provide to assignee the following documents: Assignment Agreement, a copy of this contract, a copy of the Interconnection Agreement, and any remaining warranty information. Customer is released from any and all future liability under this contract upon its assignment.
- **u.** By executing this Contract, Customer grants to La Junta Electric Department permission to share the location of the COG system and other information concerning the RECs sold to La Junta Electric Department by Customer under this contract to other Colorado Public Utilities, Municipalities, Cooperatives, and other entities that may be involved with the transaction of RECs for the limited purpose of ensuring that the RECs associated with the COG system have not been sold to another entity.

Customer name (printed):	
Customer Signature:	Date:
By:	Date:
Bill Jackson, Electric Department Superintendent	

As a qualified La Junta Electric Department customer I have read, understand, and agree to

the terms of the Contract set forth above.

Please mail the signed contract to the La Junta Electric Department Superintendent at the address shown below. The contract will be signed by La Junta Electric Department and a copy of the Contract will be mailed back to you.

La Junta Electric Department Bill Jackson **601 Colorado Avenue** La Junta, Colorado 81050