**INTERCONNECTION AGREEMENT**

**BETWEEN**

**PLATTE RIVER POWER AUTHORITY**

###### **AND**

**[Full Name of Interconnection Party]**

**FOR**

**INTERCONNECTION OF**

**[Project]**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_, by and between PLATTE RIVER POWER AUTHORITY, a Colorado political subdivision, hereinafter referred to as “Platte River,” and [Full Name of Interconnection Party], a [corporate information, abbreviated], hereinafter referred to as “[Name].” Platte River and Interconnection Party are referred to hereinafter individually as a “Party” or collectively as the “Parties”.

1. Recitals.
   1. Platte River is a municipal electric utility engaged in generating, purchasing, and transmitting electric energy to its municipal customers: Estes Park, Fort Collins, Longmont, and Loveland, Colorado.
   2. [Name] is a [corporate information, expanded].
   3. Platte River and [Name] have [some objective].
   4. [Name] desires to build [description of Project and where it interconnects on the Platte River system], hereinafter called the “Interconnection.”
   5. [Name] will benefit from the Interconnection [reason].
   6. [Name] desires to have the Interconnection completed by [date].
2. The Parties agree to the terms and conditions set forth herein.
3. Definitions.
   1. Good Utility Practice shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be practices, methods, or acts generally accepted in the region.
   2. Operating Control shall mean the responsibility to operate or cause the operation of a device. Operation, whether routine or emergency, will be coordinated with affected neighboring reliability entities in accordance with NERC and/or WECC Standards (as such term is defined in Section 12 below).
4. Term of Agreement. This Agreement shall become effective on the date first written above and shall remain in effect for thirty (30) years and shall remain in effect thereafter until a Party gives five (5) years written notice of intent to terminate.
5. Materials and Services to be provided.
   1. Platte River’s Responsibilities shall include:
   2. [Name] Responsibilities shall include:
   3. Platte River & [Name] Responsibilities shall include:
6. OPGW Capacity Entitlements.
7. Ownership, Operation, Maintenance, and Replacement of Facilities. Provisions for the ownership, operation, maintenance, and replacement of facilities to be installed under this Agreement shall be as set forth in Exhibit A.
8. Operating Control. Provisions for Operating Control under this Agreement shall be as set forth in Exhibit B.
9. Capacity Rights across Substation Facilities.
10. Modifications to Substation Facilities. Modifications to the transmission facilities at the [name facilities], as planned by either [Name] or another entity, shall be coordinated with Platte River.
11. Construction Inspection. Each Party shall have the right, at any time, to have an authorized representative inspect the facilities, materials, and work furnished by the other Party, its agents, employees, and subcontractors pursuant to this Agreement. Reasonable advance notification of any inspection activities shall be provided to the other Party. [Name] shall be responsible for the cost of Platte River’s construction inspector associated with the Interconnection.
12. Compliance with Reliability Standards. Platte River and [Name] are organizations registered with the North American Electric Reliability Corporation (NERC) and are therefore subject to the NERC Reliability Standards. Thus, Platte River and [Name] have reliability compliance responsibilities in accordance with the functions for which they are registered. Platte River and [Name] shall ensure their individually owned facilities, which together are referred to as the Interconnection facilities, remain in compliance with the NERC and the Western Electric Coordinating Council (WECC) reliability compliance standards and requirements (the “Standards”). The following shall apply to the Interconnection:
    1. Platte River shall be responsible for compliance with all Standards applicable to Platte River and be responsible for sanctions, penalties, or enforcement actions that may be imposed or brought against it due to its noncompliance with the applicable Standards on the [describe] equipment owned by Platte River as specified in Exhibit B.
    2. [Name] shall be responsible for compliance with all Standards applicable to [Name] and be responsible for sanctions, penalties, or enforcement actions that may be imposed or brought against it due to its noncompliance with the applicable Standards on the [describe] equipment owned by [Name] as specified in Exhibit B.
    3. Compliance responsibilities with respect to devices within the Interconnection facilities, owned by parties other than Platte River and [Name], shall remain the responsibility of the individual owner as specified in Exhibit B. Sanctions, penalties or enforcement actions shall be the responsibility of the device(s) owner.
13. Cost Responsibilities. The cost responsibilities of the Parties are set forth in Exhibit B. The estimate of [Name] share of the costs to be incurred by Platte River for the design, procurement, construction, testing, and commissioning of the Interconnection is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Upon commercial operation of the Interconnection and final payment to Platte River by [Name] pursuant to Section 14 below, the Parties shall own the [facility name] facilities as provided in Exhibit B.
14. Billing and Payment.
    1. Platte River shall invoice [Name] monthly, and immediately upon receipt of a third-party invoice of $100,000 or more, for [Name] share of Platte River’s actual expenses incurred in the design, procurement, construction, testing, and commissioning of the Interconnection including, but not limited to, materials, and equipment, labor, overheads, and administrative and general expenses. Payment is due Platte River within thirty (30) days of receipt of invoice. Platte River labor costs will be based upon Platte River’s cost of labor including pension, benefits, and overhead, plus administrative and general (A&G) expenses. Contractor labor, material, and equipment costs will be passed through to [Name] with no additional charge. Upon request, Platte River shall make reasonably available to [Name] all books, accounts, and records pertaining to Platte River’s performance hereunder. [Name] shall be responsible for all taxes solely associated with the design, procurement, construction, testing, and commissioning of the Interconnection facilities and for the direct interface with the entities assessing and collecting the taxes. Platte River will not be responsible for the handling or passing through of such tax liabilities for the design, procurement, construction, testing, and commissioning of the Interconnection facilities.
15. Suspension or Cancellation of Construction. In the event that [Name] suspends or cancels at any time construction associated with the Interconnection, [Name] shall pay for all costs which Platte River has incurred pursuant to this Agreement up to the point in time that Platte River receives notice of the suspension or cancellation, as well as any further costs necessary to ensure the safety of persons and property, the integrity of the [name Platte River transmission facility(s)], and costs necessary to restore the [name Platte River transmission facility(s)] to its original condition or to place it in a safe and reliable condition in accordance with Good Utility Practice and acceptable to Platte River.
16. Removal of Facilities. Upon termination of this Agreement each Party will be responsible for removing its own equipment and materials according to the ownership designation in Exhibit B.
17. Control and Possession of Facilities. Each Party shall remain in exclusive control and possession of its equipment and facilities according to the operation and ownership designations in Exhibit B, and this Agreement shall not be construed to grant any rights of ownership, capacity, control, or possession of the other Party’s equipment or facilities, except as may be otherwise specifically provided herein.
18. Permission to Enter Substation.
    1. [Name], under the terms and conditions specified herein, grants to Platte River, its employees, agents, contractors, and subcontractors, permission as appropriate to enter the [facility name] via [description].
    2. Platte River, under the terms and conditions specified herein, grants to [Name], its employees, agents, contractors, and subcontractors, permission as appropriate to enter the [facility name] via [description].
    3. Each Party shall exercise due care and diligence when accessing the other Party’s facility to avoid damage or loss to the real property, equipment, or personal property within the facility. All installation, operation, maintenance, and replacement of equipment or personal property by either Party under this Section 18 shall be coordinated in advance with the other Party to eliminate or minimize interference with the operation and maintenance of any transmission system or equipment.
19. Exhibits. Inasmuch as certain provisions of this Agreement may change during the term of this Agreement, changes will be set forth in the Exhibits as formulated and modified from time to time as agreed upon by the Parties. The initial Exhibit A and Exhibit B are attached hereto, made a part hereof, and shall be in full force and effect in accordance with their terms until superseded by a subsequent exhibit.
20. Liability and Indemnification. Except as provided herein, each Party shall indemnify, and hold harmless the other Party, its officers, employees, and agents from any and all claims for injury to, or death of, person or persons or damage to property arising out of or connected with such Party’s performance under this Agreement, including reasonable attorneys fees and costs of litigation; provided that nothing herein shall be construed as making a Party liable for any injury, death, loss, damage or destruction to the extent caused by the negligence, carelessness, recklessness, omission, or intentional misconduct of the other Party. Any liability of one Party to the other Party shall be limited to actual damages. The Parties hereby waive all claims for consequential, exemplary, punitive, and incidental damages.
21. Insurance. Each Party shall carry insurance, including Workers’ Compensation Insurance, in the amounts required by statute and General Commercial Liability insurance in an amount not less than $1,000,000. Each Party will be named as an additional insured on the other Party’s General Commercial Liability insurance policy. Each Party will provide the other Party insurance certificates upon request.
22. Uncontrollable Forces. Neither Party shall be considered to be in default in performance of any of its obligations under this Agreement, except to make payments as specified herein, when a failure of performance is due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the reasonable control of the Party affected, including, but not restricted to, failure or threat of failure of facilities, terrorist act, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, or disobedience, labor dispute, labor, or material shortage, sabotage, or restraint by court order or any other public authority (except for any restraint Platte River imposes on itself), which by exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact to the other Party and of its intention to suspend its performance and shall exercise due diligence to remove such inability with all reasonable dispatch.
23. Waivers. Any waiver at any time by a Party to this Agreement of its rights with respect to any matter arising under or in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent matter.
24. Relationship of the Parties. The Parties are separate entities, and nothing in this Agreement shall be construed to create a joint venture or partnership or any rights or liabilities except to the extent provided herein. There are no third-party or intended beneficiaries to the Agreement.
25. License.
26. Assignment. Except as provided in this Section, no Party shall assign any of its rights, title, or interests or delegate any of its performances under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Either Party shall have the right at any time and from time to time to mortgage, create, or provide for a security interest in or convey in trust their respective rights, titles, and interests in this Agreement to a lender, mortgagee, or trustee under deeds of trust, mortgages, or indentures, or to secured parties under security agreements, as security for its present or future bonds or other obligations or securities, and to any successors or assigns thereof without need for the prior consent of the other Party, and without such lender, mortgagee, trustee, or secured party assuming or becoming in any respect obligated to perform any of the obligations of the Parties. Any lender, mortgagee, trustee, or secured party under a present or future deed of trust, mortgage, indenture, or security agreement of a Party and any successor thereof by action of law or otherwise, and any purchaser, transferee, or assignee of any thereof may, without need for the prior consent of the other Party, succeed to and acquire all the rights, titles, and interests of such Party in this Agreement, and may foreclose upon said rights, titles, and interests of such Party. Any purported assignment in violation of this section is void.
27. Dispute Resolution.
    1. Disputes will first be submitted to the management of the Parties for consideration. In the event that a dispute cannot be resolved by the management of the Parties, the dispute may, if the Parties agree, be submitted to arbitration under Sections 27.2 through 27.3 of this Agreement. Alternatively, the dispute may be filed in the Larimer County District Court, or if that court does not have jurisdiction, such other Colorado court that does have jurisdiction.
    2. In the event of arbitration, each Party shall select one arbitrator. The selected arbitrators shall then select a mutually agreeable third arbitrator. The three selected arbitrators shall hear the arbitration. Arbitration must be commenced within six months of when the disputed matter was submitted to arbitration. The arbitrators shall have discretion to establish discovery, hearing schedules, and arbitration procedures. The arbitrators may afford the Parties any or all of the discovery rights provided for in the Colorado Rules for Civil Procedure. Unless otherwise specified in this Agreement, arbitration shall be governed under the rules and procedures of the American Arbitration Association. Arbitration shall be binding on the Parties. Arbitration shall be in Fort Collins, Colorado.
    3. Costs for the arbitration procedure and payment to the arbitrators shall be divided equally by the Parties. Each Party shall be responsible for its own attorney costs, discovery costs, and other associated costs incurred as a result of arbitration.
28. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.
29. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Colorado and for all purposes shall be governed by and construed in accordance with such laws.
30. Severability. In the event that any of the terms, covenants, or conditions of this Agreement, its exhibits, or the application of any such term, covenant, or condition shall be held invalid by any court or administrative body having jurisdiction, it is the intention of the Parties that in lieu of each such term, covenant or condition that is invalid, there be added as part of this Agreement, a term, covenant, or condition as similar in terms as possible to such invalid term, covenant or condition. The Agreement shall not be affected thereby and shall remain in full force and effect.
31. Integration. The terms and provisions contained in this Agreement between the Parties constitute the entire agreement between the Parties, and supersede all previous communications and representations, either oral or written, between the Parties with respect to the subject matter of this Agreement.
32. Amendments. This Agreement may be amended, changed, modified or altered, provided that such amendment, change, modification or alteration shall be in writing and signed by both Parties hereto.
33. No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
34. Notices. Any notice, demand or request pursuant to this Agreement shall be in writing and shall be considered properly given when delivered in person, sent by either registered or certified mail, or sent by national overnight delivery service, postage prepaid to the following addresses:

For: Platte River Power Authority

Attn: General Manager

2000 East Horsetooth Road

Fort Collins, Colorado 80525-5721

For: [Name]

1. Equal Opportunity. Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into this Agreement.
2. Authority to Execute. Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates such Party.

The Parties have executed this Agreement as of the day and year set forth in Section 1 above.

#### PLATTE RIVER POWER AUTHORITY

By:

Jackie A. Sargent

#### Title: General Manager

Address: Platte River Power Authority

2000 East Horsetooth Road

Fort Collins, Colorado 80525-5721

[NAME]

By:

[name]

#### Title: 1

#### 2

Address: 1

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