

## **Black Hills Low-Income 2022 Community Solar Garden (“CSG”) RFP Program**

### **INTERCONNECTION APPLICATION/AGREEMENT FOR PARALLEL GENERATION SERVICE**



**Solar Garden ID No.:** \_\_\_\_\_

#### **Customer – Generator**

- The Interconnection Application/Agreement is between Black Hills Colorado Electric, LLC d/b/a Black Hills Energy, hereinafter referred to as “Company” and the Customer – Generator herein described in the Application/Agreement. Black Hills Energy and the Customer – Generator are referenced in this Application/Agreement collectively as the “Parties” and individually as a “Party.”
- Customer – Generator intends to enter into that certain RFP Community Solar Garden Agreement with the Company. Customer – Generator is referred to as the CSG Subscriber Organization in said Agreement.
- If you are assuming ownership or operational control of an existing system and no changes are being made to the existing Customer-Generator system, complete Sections A, D, and F of this Application/Agreement and forward to the Company.
- If you are a new Customer – Generator applicant, complete Sections, A, B, C & D of this Application/Agreement and forward to the Company.

#### **Forward the Application/Agreement to:**

Black Hills Energy  
Attn: Low-Income Community Solar Garden Program  
Manager  
105 South Victoria Avenue  
Pueblo, CO 81003

Email: [BHECSG@blackhillscorp.com](mailto:BHECSG@blackhillscorp.com)

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**A. Customer-Generator’s Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Service/Street Address (if different from above):  
\_\_\_\_\_

City: \_\_\_\_\_ State: CO Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Emergency Contact Phone:  
\_\_\_\_\_

Company Account No. (from Utility Bill): \_\_\_\_\_

**B. Customer-Generator’s System Information**

Manufacturer Name Plate (if applicable) AC Power Rating: \_\_\_ kW Voltage: \_\_\_ Volts

System Type: Solar \_\_\_ Wind \_\_\_ Biomass \_\_\_ Fuel Cell \_\_\_ Other (describe) \_\_\_\_\_

Service/Street Address:  
\_\_\_\_\_

Inverter/Interconnection Equipment Manufacturer: \_\_\_\_\_

Inverter/Interconnection Equipment Model No.: \_\_\_\_\_

Are Required System Plans & Specifications Attached? Yes \_\_\_ No \_\_\_

Inverter/Interconnection Equipment Location (describe): \_\_\_\_\_  
\_\_\_\_\_

Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Location (describe): \_\_\_\_\_  
\_\_\_\_\_

Existing Electrical Service Capacity: \_\_\_\_\_ Amperes Voltage: \_\_\_\_\_ Volts

Service Character: Single Phase \_\_\_ Three Phase \_\_\_

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**C. Installation Information/Hardware and Installation Compliance**

Person or Company Installing: \_\_\_\_\_

Contractor’s License No. (if applicable): \_\_\_\_\_

Approximate Installation Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Person or Agency Who Will Inspect/Certify Installation: \_\_\_\_\_

The Customer-Generator’s proposed System hardware complies with all applicable National Electrical Safety Code (“NEESC”), National Electric Code (“NEC”), Institute of Electrical and Electronics Engineers (“IEEE”) and Underwriters Laboratories (“UL”) requirements for electrical equipment and their installation. As applicable to System type, these requirements include, but are not limited to, IEEE 929-2000; and **UL 1741 Standard for Safety for Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources, 1<sup>st</sup> Ed.**

The proposed installation complies with all applicable local electrical codes and all reasonable safety requirements of Company. The proposed System has a lockable, visible disconnect device, accessible at all times to Company personnel. The System is only required to include one lockable, visible disconnect device, accessible to Company. If the interconnection equipment is equipped with a visible, lockable, and accessible disconnect, no redundant device is needed to meet this requirement.

The Customer-Generator’s proposed System has functioning controls to prevent voltage flicker, DC injection, overvoltage, undervoltage, overfrequency, underfrequency, and overcurrent, and to provide for System synchronization to Company’s electrical system. The proposed System does have an anti-islanding function that prevents the generator from continuing to supply power when Company’s electric system is not energized or operating normally. If the proposed System is designed to provide uninterruptible power to critical loads, either through energy storage or back-up generation, the proposed System includes a parallel blocking scheme for this backup source that prevents any backflow of power to Company’s electrical system when the electrical system is not energized or not operating normally. An AC disconnect device must be installed prior to interconnection.

Signed (Installer): \_\_\_\_\_ Date: \_\_\_\_\_

Name (print): \_\_\_\_\_

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### **D. Additional Terms and Conditions**

In consideration of the premises and mutual covenants set forth herein, the Customer–Generator and the Company agree to the provisions set forth in this Agreement.

In addition to abiding by Company’s other applicable rules and regulations and by applicable rules in the Code of Colorado Regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

#### **1) Operation/Disconnection.**

If it appears to Company, at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator’s System is adversely affecting safety, power quality or reliability of Company’s electrical system, Company may immediately disconnect and lock-out the Customer-Generator’s System from Company’s electrical system. The Customer-Generator shall permit Company’s employees and inspector’s reasonable access to inspect, test, and examine the Customer-Generator’s System. The Customer-Generator’s System shall not be reconnected to Company’s electrical system by the customer generator until the Customer-Generator’s System is repaired and operating in a normal and safe manner.

#### **2) Insurance and Limitation of Liability.**

The Customer-Generator at its 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 \$1,000,000 for each occurrence.

Each party’s liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney’s fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under any Indemnification section of this Agreement.

#### **3) Interconnection Costs.**

The Customer-Generator shall, at the Customer-Generator’s cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for the Customer-Generator’s System. The Customer-Generator further agrees to pay or reimburse to Company all of Company’s Interconnection Costs. Interconnection Costs are the reasonable costs incurred by Company for: (a) additional tests or analyses of the effects of the operation of the Customer-Generator’s System on Company’s local distribution system; (b) additional metering; and (c) any necessary controls. These Interconnection Costs must be related to the installation of the physical facilities necessary to permit interconnected operation of the Customer-Generator’s System with Company’s system. Upon request, Company shall provide the Customer-Generator with a non-binding estimate of Company’s Interconnection Costs based upon the plans and specifications provided by the Customer-Generator to Company. Once installed, the interconnection facilities shall be owned and operated by the Company and all costs associated with operating and maintaining the interconnection facilities shall be the responsibility of the Company unless otherwise agreed.

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### **4) Terms and Termination Rights.**

This Agreement becomes effective when signed by both the Customer-Generator and Company, and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement in accordance with the termination provisions contained in the applicable Black Hills RFP Community Solar Garden Agreement.” In such event, the Customer-Generator shall, no later than the date of termination of this Agreement, completely disconnect the Customer-Generator’s System from parallel operation with Company’s system. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the Customer- Generator and Company. This agreement may also be terminated, by approval of the Commission, if there is a change in statute or regulations that is determined to be applicable to this contract and necessitates its termination.

### **5) Transfer of Ownership.**

If operational control of the Customer-Generator’s System transfers to any other party than the Customer-Generator, a new Application/Agreement must be completed by the person or persons taking over operational control of the existing Customer-Generator System. Company shall be notified no less than thirty (30) days before the Customer- Generator anticipates transfer of operational control of the Customer-Generator’s System. The person or persons taking over operational control of Customer- Generator’s System must file a new Application/Agreement, and must receive authorization from Company, before the existing Customer-Generator System can remain interconnected with Company’s electrical system. The new Application/ Agreement will only need to be completed to the extent necessary to affirm that the new person or persons having operational control of the existing Customer-Generator System completely understand the provisions of this Application/Agreement and agrees to them. If no changes are being made to the Customer-Generator’s System, completing Sections A, D and F of this Application/Agreement will satisfy this requirement. If no changes are being proposed to the Customer-Generator System, Company will assess no charges or fees for this transfer. Company will review the new Application/Agreement and shall approve such, within fifteen (15) days if the new Customer-Generator has satisfactorily completed the Application/ Agreement, and no changes are being proposed to the existing Customer-Generator System. Company will then complete Section G and forward a copy of the completed Application/Agreement back to the new Customer-Generator, thereby notifying the new Customer-Generator that the new Customer-Generator is authorized to operate the existing Customer- Generator System in parallel with Company’s electrical system. If any changes are planned to be made to the existing Customer-Generator System that in any way may degrade or significantly alter that System’s output characteristics, then the Customer-Generator shall submit to Company a new Application/Agreement for the entire Customer-Generator System and all portions of the Application/Agreement must be completed.

### **6) Assignment.**

The Customer-Generator may not assign or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed.

### **7) Dispute Resolution.**

If any disagreements between the Customer-Generator and Company arise that cannot be

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resolved through normal negotiations between them, either party may bring the disagreements to the Commission through an informal or formal complaint process, as provided by the Commission’s Rules of Practice and Procedure, 4 *Code of Colorado Regulations* 723-1, in effect at the time the complaint process is invoked.

**8) Separate Agreement.**

This Interconnection Agreement is a separate and free-standing contract and shall be interpreted independently of the respective obligations of the Company and the Customer-Generator (as CSG Subscriber Organization) under that certain RFP Community Solar Garden Agreement that the Parties intend to enter into between them. Notwithstanding any other provision in this Agreement, nothing in this Interconnection Agreement shall alter or modify the Customer-Generator’s or the Company’s rights, duties and obligations under the RFP Community Solar Garden Agreement.

**9) Entire Agreement.**

This Application/Agreement contains the entire agreement of the Parties relating to the terms and conditions by which Customer-Generator may interconnect and operate its Photovoltaic Generating System in parallel with the Company’s electric distribution system at a Community Solar Garden Site, and supersedes any and all prior agreements, written or oral, between them relating to the subject matter hereof. This Agreement cannot be extended, modified or amended unless agreed to in writing by each party. This Agreement is subject to the Company’s effective tariffs on file with the Commission and to any applicable final Orders of the Commission.

**10) Notices.**

All notices, demands or consents required or permitted under this Agreement will be in writing and will be sent by facsimile, certified mail return receipt requested, by hand delivery, or nationally recognized overnight courier to the respective Parties at the addresses set forth above.

**11) Governing Law.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

**12) Counterparts.**

This Agreement may be executed in counterparts, each of which taken together shall constitute a single agreement.

I have read, understand, agree, and accept the provisions of this Application/Agreement.

Signed (Customer-Generator): \_\_\_\_\_ Date: \_\_\_\_\_

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**E. Electrical Inspection**

The Customer-Generator System referenced above satisfies all requirements noted in Section C.

Inspector Name (print): \_\_\_\_\_

Inspector Certification: I am a Licensed Engineer in Colorado \_\_\_or I am a Licensed Electrician in Colorado \_\_\_License No. \_\_\_\_\_

Signed (Inspector): \_\_\_\_\_Date: \_\_\_\_\_

**F. Customer-Generator Acknowledgement**

I am aware of the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of Company’s parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement, and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturer’s recommended practices as well as Company’s interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on Company’s electrical system, I shall disconnect the Customer-Generator System and not reconnect it to Company’s electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify Company no less than thirty (30) days prior to modification of the components or design of the Customer- Generator System that in any way may degrade or significantly alter that System’s output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to Company.

I agree not to operate the Customer-Generator System in parallel with Company’s electrical system until Company has approved this Application/Agreement.

Signed (Customer-Generator): \_\_\_\_\_Date: \_\_\_\_\_

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**G. Utility Application Approval (to be completed by Company)**

Company does not, by approval of this Application/Agreement, assume any responsibility or liability for damage to property or physical injury to persons due to malfunction of the Customer-Generator’s System or the Customer-Generator’s negligence.

Company approves this Application on this \_\_\_\_\_ day of \_\_\_\_\_(month), \_\_\_\_\_(year).

Company Representative Name (print): \_\_\_\_\_

Signed Company Representative: \_\_\_\_\_