

Generator Interconnect Agreement



Holy Cross Energy
3799 Highway 82
Glenwood Springs, CO 81601

Name	John Doe
Account Nbr	123456789
Service Address	123 Main Street

This Generator Interconnection Agreement (“Agreement”) is made and entered into this 19 day of April, 2021 by and between Holy Cross Electric Association, Inc., dba Holy Cross Energy (“Holy Cross”), a Colorado cooperative electric association and John Doe (“Consumer”). The parties to this Agreement may each hereinafter be referred to individually as “Party” or both referred to collectively as the “Parties”. In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions.

(a) “Electric Tariffs” means Holy Cross’s Electric Service Tariffs, Rules and Regulations as in effect on the effective date of this Agreement and as the same may be amended from time to time.

(b) “Generating Facility” means the Consumer’s device for the production of electricity identified in an interconnection request, but shall not include the Interconnection Facilities not owned by the Consumer, as schematically depicted on Attachment A (if none exist, Attachment A may be omitted), attached hereto and incorporated herein by this reference.

(c) “Interconnection Facilities” include Holy Cross’s Interconnection Facilities and the Consumer’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions, or upgrades that are necessary to physically and electrically interconnect the Generating Facility to Holy Cross’s system. Interconnection Facilities are sole-use facilities and shall not include Distribution Upgrades.

(d) “Point of Interconnection” means the point where the Consumer’s Interconnection Facilities connect with Holy Cross’s system. The location of the Point of Interconnection will be determined by Holy Cross in accordance with standard industry practice or as individual circumstances may dictate.

“System” means the electric distribution facilities owned, controlled, or operated by Holy Cross that are used to provide electric service under the Electric Tariffs

2. Intent of Parties: It is the intent of the Consumer to interconnect a 25 kW DC Battery Energy Storage Facility to the System, located at 0123 Main Street in Anytown, Colorado. It is the intent of Holy Cross to operate its System in a manner which will maintain a high level of service to all of its customers. It is the intent of both parties to operate the Interconnection Facilities in a manner that ensures the safety of the Consumer, the public, and the employees of each party.

3. Service to be Provided. Holy Cross shall deliver and sell to Consumer, and Consumer shall receive and purchase from Holy Cross, during the term of, and subject to, the provisions of this Agreement, all electric power and energy as may be required by Consumer in addition to the electric power and energy produced by the Consumer's Generating Facility. All electric power and energy delivered by Holy Cross to the Consumer at the Point of Interconnection shall be paid for by the Consumer at the applicable rates established in the Electric Tariffs.

4. Term. This Agreement shall be in full force and effect for an initial period of one (1) year from the date hereof, and shall remain in full force and effect each year thereafter, unless terminated by either party as set forth herein.

5. Facilities Provided by Holy Cross. Holy Cross shall install, own, operate and maintain the System up to the Point of Interconnection. All such facilities will be installed in accordance with the line extension policy as contained in the Electric Tariffs.

6. Facilities Provided by Consumer. Consumer shall, own, operate, and maintain all facilities on the load side of the Point of Interconnection necessary to enable Consumer to take and use the electric energy provided by Holy Cross in accordance with the Electric Tariffs. Such Consumer facilities shall include the Generating Facility and all appurtenant equipment necessary to own, operate, and maintain the Generating Facility. Consumer shall provide suitable space on Consumer's premises for Holy Cross meters and metering equipment. A utility accessible, visible and lockable switch to disconnect the Generating Facility must be properly labeled and installed at or near the Consumer's meter.

7. No Construction of Facilities. Holy Cross shall not be required to construct any facilities in order to accommodate the installation or operation of a Generating Facility.

8. Design, Construction, Operation. Consumer shall be responsible for the design, construction, installation, operation, maintenance, and replacement or repair of the Generating Facility and the Consumer's Interconnection Facilities so that, at all times, the Consumer complies with Holy Cross's Interconnection Policy and Guidelines as set forth in the Electric Tariffs. Consumer shall also install, operate, and maintain the Generating Facility and Interconnection Facilities in a safe manner in accordance with the rules for safety and reliability set forth in the National Electrical Code, all other applicable local, state, and federal codes, and prudent electrical practices.

9. Design Review. Consumer shall provide Holy Cross an electrical one-line diagram and a relaying and metering one-line diagram prior to completion of detailed designs, unless the Consumer is installing a packaged system that is pre-certified to IEEE 1547.1 and UL 1741 standards. Packaged systems pre-certified under IEEE Standard 1547.1 and UL Standard 1741 will not require a relaying and metering one-line diagram. The submitted application and diagrams will be processed, reviewed, and acted upon in accordance with the Holy Cross Interconnection Policy.

10. Inspection and Testing. Prior to parallel operation of the Generating Facility, Holy Cross may inspect the Generating Facility for compliance with industry standards and the Electric Tariffs. Holy Cross's inspection may include a witness test and Holy Cross may require appropriate metering replacement, if necessary. If the witness test is not satisfactory in the sole judgment of Holy Cross, Holy Cross has the right to disconnect the Generating Facility. The Consumer shall have no right to operate in parallel until a witness test has been performed, or previously waived in writing by Holy Cross. Holy Cross must complete the witness test within ten (10) business days of receipt of a full final request package including a "Certificate of Completion" from the Consumer or their designated qualified installer. The Consumer shall be responsible for all costs associated with witness tests conducted by Holy Cross.

11. Commissioning Tests. Commissioning tests, if applicable, of the Consumer's installed Generating System shall be performed pursuant to applicable codes and standards, including IEEE 1547.1. Holy Cross must be given at least five (5) business days' written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests. The Consumer shall be responsible for all costs associated with Commissioning tests conducted by Holy Cross.

12. Confidentiality. All design features, operating specifications, and metering data provided by the Consumer shall be deemed confidential information by Holy Cross regardless of whether it is clearly marked or otherwise designated as such. Confidential Information shall not include information previously in the public domain or required by governmental authorities to be publicly submitted or divulged.

13. No Company Warranty of Generation Facility. Any approval or acceptance by Holy Cross of Consumer's designs, analyses, operating and maintenance procedures, instructions, drawings, specifications, and installation shall not be construed as confirming or endorsing the design or operation of the Generating Facility or as a warranty of its safety, durability, reliability, or fitness for the purpose intended. Holy Cross shall not, by reason of such review or failure to review, be responsible or liable for the performance of the Generating Facility in any manner, including, but not limited to, the strength, details of design, adequacy, safety, capacity, or fitness for the purpose intended.

14. Future Design Changes. No changes to the Generating Facility or to the Consumer's Interconnection Facilities shall be made without the prior written approval of Holy Cross. If changes are made without Holy Cross's written approval, Holy Cross may, at its sole discretion and upon reasonable notice to the Consumer, require the Consumer to conform the Generating Facility or the Consumer's Interconnection Facilities to specifications set forth in the Electric Tariffs at the Consumer's sole expense within thirty (30) days after informing the Consumer of the required changes, or Holy Cross may disconnect the Generating Facility from the System and terminate this Agreement.

15. Right to Locate Facilities. Consumer hereby grants to Holy Cross the right to use the premises of Consumer for the purpose of providing the Interconnection Facilities necessary to connect the Consumer's Generating Facility to the System, and agrees to provide any required rights-of-way by separate instrument without cost, if so requested by Holy Cross.

16. Access. Holy Cross shall have access to the disconnect switch and metering equipment of the Generating Facility at all times. Holy Cross shall provide reasonable notice to the Consumer when possible prior to using its right of access.

17. Disconnection. The interconnection of the Consumer's Generating Facility shall not compromise the operational requirements of the System. The operation of the Generating Facility and the quality of electric energy supplied by the Generating Facility shall meet the standards as specified by Holy Cross. If the operation of the Generating Facility or quality of electric energy supplied does not meet the standards as specified, Holy Cross will require the Consumer to take reasonable and appropriate corrective action. Holy Cross shall have the right to disconnect the Generating Facility until compliance is reasonably demonstrated. Holy Cross may in its sole discretion disconnect the Generating Facility from the System without notice if operation of the Generating Facility poses a threat, in Holy Cross's sole judgment, to life and/or property.

18. Maintenance Outages. Maintenance outages will occasionally be required on the System, and Holy Cross will provide as much notice as practical to the Consumer to minimize downtime.

19. Billing and Payment. Consumer shall reimburse Holy Cross for all of the costs that Holy Cross incurs under this Agreement in accordance with the Electric Tariffs. Holy Cross agrees that, when performing or causing to be performed any work for Consumer's account, Holy Cross will use the same degree of care and diligence in controlling and minimizing the costs of the work it performs as if the work were being performed for Holy Cross's own account. Holy Cross shall invoice Consumer for reimbursement of Holy Cross's costs, from time to time, as those costs are incurred, but no more frequently than once each month. Payment shall be due within thirty (30) days of the date of Holy Cross's invoice. If payment in full is not made by the Consumer within that time, the unpaid balance shall bear interest at the rate of one and one half percent (1.5%) per month. If the Consumer is more than ninety (90) days delinquent in reimbursing Holy Cross's costs, Holy Cross may, in its sole discretion, terminate this Agreement, in which event the Consumer shall be liable for all costs Holy Cross has incurred to the date of termination of this Agreement. If Holy Cross must bring a legal action to obtain reimbursement of its costs from Consumer, Holy Cross shall be entitled to recover from Consumer its reasonable attorney's fees, expenses, and court costs

20. Force Majeure. Holy Cross shall not be liable for failure or fault in the delivery of electrical energy to the Consumer or for total or partial interruption of service caused by accidents, breakdown of equipment, acts of God, floods, storms, fires, strikes, riots, war, terrorist attacks, sabotage, labor disputes, shortage of materials, the forces of nature, the authority and orders of government, and other causes or contingencies of whatever nature beyond the reasonable control of Holy Cross, or which reasonably could not have been anticipated and avoided by Holy Cross.

21. Indemnification. Each party shall save and hold harmless the other party, its officers, employees, agents, affiliates, and subsidiaries from any and all damages, losses, judgments, claims, including claims and actions relating to injury 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 the other party's actions or inactions in performing its obligations under this Agreement on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified party. In the event of concurrent negligence on the part of each party, there shall be contribution in the percentage of each party's respective negligence; and, provided further, that each of the parties hereto shall be solely responsible for injury or damage, wherever occurring, due solely to any defect in equipment installed, furnished, or maintained by such party.

22. Limitation of Liability. Each party's liability to the other party for any loss, cost, claim, injury, liability, judgment or expense, including reasonable attorney 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.

23. Insurance. Consumer shall, at its own expense, secure and maintain in effect during the term of this Agreement, liability insurance in the amounts set forth in Holy Cross's Interconnection Policy. Such liability insurance shall not exclude coverage for any incident related to the subject Generating Facility, its installation, maintenance, operation, repair, or replacement. Holy Cross shall be named as an additional insured under the liability policy unless the system is installed on a residential premise and has a design capacity of less than 25 kW. The

insurance policy shall include a provision that written notice shall be given to Holy Cross at least thirty (30) days prior to any cancellation or reduction of any coverage. A copy of the liability insurance certificate must be received by Holy Cross prior to the date of interconnection of the Generating Facility. The liability insurance shall include as an endorsement to the policy, that Holy Cross shall not, by reasons of its inclusion as an additional insured, incur liability to the insurance carrier for the payment of any premium of such insurance. Certificates of insurance evidencing the requisite coverage and provision(s) shall be furnished to Holy Cross and attached to this Agreement and appended hereto as an attachment prior to the date of interconnection of the Generating Facility. Holy Cross shall be permitted to periodically obtain proof of current insurance coverage from the Consumer in order to verify proper liability insurance coverage. Consumer will not be allowed to commence or continue interconnected operations unless evidence is provided that satisfactory insurance coverage is in effect at all times.

24. Termination. This Agreement may be terminated by the Consumer with thirty (30) days written notice to Holy Cross. In the event Consumer terminates this Agreement, Holy Cross shall have a reasonable amount of time to remove its Interconnection Facilities as described in Sections 15 and 16 of this Agreement. This Agreement may be terminated by Holy Cross for non-performance by the Consumer of any of the terms of this Agreement or the Electric Tariffs. The Consumer shall have thirty (30) days from the date that Holy Cross sends written notice to the Consumer to remedy the item of non-performance. Upon expiration of the thirty (30) day remedy period and if the item of non-performance has not been corrected Holy Cross may terminate this Agreement. Unless terminated earlier by the Consumer or Holy Cross as described herein, this Agreement shall terminate when the Generating Facility is permanently removed from service or becomes inoperative for a period in excess of one year.

25. Governing Law. The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Colorado.

26. Amendment. The Parties may amend this Agreement only by a written instrument duly executed by both Parties.

27. 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 person, corporation, association, or entity other than the parties hereto, their successors and assigns and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and, where permitted, their assigns.

28. Waiver. The failure of a party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right or duty of, or imposed upon, such party. Any waiver at any time by either Party of its respective rights relating to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Consumer shall not constitute a waiver of the Consumer's legal rights to obtain an interconnection from Holy Cross. Any waiver of this Agreement shall, if requested, be provided in writing.

29. Multiple Counterparts. 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.

30. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

31. Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, (1) such portion or provision shall be deemed separate and independent, (2) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

32. Subcontractors. Nothing in this Agreement shall prevent a party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each party shall remain primarily liable to the other party for the performance of such subcontractor. The creation of any subcontract relationship shall not relieve the hiring party of any of its obligations under this Agreement. The hiring party shall be fully responsible to the other party for the acts or omissions of any subcontractor the hiring party hires as if no subcontract had been made; provided, however, that in no event shall Holy Cross be liable for the actions or inactions of the Consumer or its subcontractors with respect to obligations of the Consumer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such party. The obligations under this article will not be limited in any way by limitation of subcontractors' insurance.

33. Notices. Notices to be given hereunder shall be deemed sufficiently given and served after receipt of notice sent by United States certified mail, return receipt requested and respectively addressed as follows:

Holy Cross:

Holy Cross Energy
Power Supply and Programs Department
P.O. Box 2150
Glenwood Springs, CO 81602-2150

Consumer:

Mr. John Doe
123 Main Street
Anytown, CO 12345

34. Assignment-Consent. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, and shall not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld.

35. Total Agreement. Subject to the Electric Tariffs, this Agreement, together with the Generator Interconnect Policy and its Attachments, represents the entire agreement between the parties relating to the rates, terms, and conditions for electric service provided to Consumer by Holy Cross and to electric energy supplied to Holy Cross by the Consumer.

36. Binding Effect. This Agreement, as it may be amended from time to time, shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, assigns, affiliates and subsidiaries.

37. Breaches Ongoing. All breaches of this Agreement shall be considered ongoing breaches until such breaches are remedied or until there may be a written waiver of the breach by the nonbreaching party.

38. Remedies for Breach. This Agreement and the respective rights and duties of the parties are unique and of such a special nature that it is enforceable through the remedy of specific performance and injunctive relief, in addition to any other remedies that may exist at law or in equity.

39. Disputes. In the event of a dispute related to this Agreement, either party may exercise whatever rights and remedies it may have at law or in equity consistent with the terms of this Agreement. The prevailing party shall be entitled to recover from the nonprevailing party its reasonable attorney fees, expenses, and costs of any civil legal action brought for the purpose of resolving the dispute or enforcing its rights under the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Interconnection Agreement to be executed in their respective names by the proper officers hereunto duly authorized as of the date and year first above written.

As a qualified Holy Cross Consumer, I have read, understood, and agreed to the terms of the Contract set forth above. By signing this agreement, I represent that I am authorized to do so on behalf of the party holding title to the stated physical location.

AGREED TO BY:

Authorized Signature of Consumer:

Date:
