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## CHECKLIST

### RESIDENTIAL CUSTOMER-OWNED GENERATION SYSTEMS LESS THAN 10 KW

*Note: Systems with a capacity greater than ten (10) kilowatts will require a coordinated meeting with the City staff for discussion on a case-by-case review of the proposed system specifications.*

- APPLICATION PROCESS
- STATE ELECTRICAL PERMIT
- APPLICATION SUBMISSION
- APPLICATION APPROVAL
- INSPECTION PROCESS
- METER BILLING DEPOSITS/FEES

## **Interconnection Procedures for Residential Customer-Owned Generation Systems less than 10 KW**

*Note: Systems with a capacity greater than ten (10) kilowatts will require a coordinated meeting with the City staff for discussion on a case-by-case review of the specifications of the proposed generation system.*

- APPLICATION PROCESS:** A customer considering installation of a small power generation system less than or equal to ten (10) Kilowatts obtains an application packet from the City of Trinidad Power & Light Department. There are no batteries allowed in city limits for storage. The packet will contain the following information:
  - Customer-Owned Generation Systems Permit Application
  - Design requirements and standards for small power generation systems
  - Liability insurance requirements for Customer-Owned Generation Systems
  - Interconnection Agreement
  
- STATE ELECTRICAL PERMIT:** Obtain State Electrical Permit by visiting <https://dpo.colorado.gov/EandP/Permits>
  
- APPLICATION SUBMISSION:** The application for the proposed power generation system shall be submitted to the City of Trinidad Building Department with the following information:
  - (2) two engineered sets of drawings drawn to scale in sufficient detail
  - Proof of ownership (copy of deed) required for new construction and additions to existing structures.
  - Copy of the State Electrical permit.
  - Application Fee: Applicable fees are based on current building permit fees.

**APPLICATION SUBMISSION CONTINUED:** The application and its contents will be evaluated for completeness and the customer will be notified if the application is either complete or incomplete. If an application is not complete, the customer will be notified of what information is missing.

The City of Trinidad Power & Light Department shall determine if the proposed generation system may have any potential effects on its power distribution system and the applicant **may be** required to conduct an engineering study to determine these effects of the proposed small power generation system on the City's equipment, at the customer's sole expense.

- APPLICATION APPROVAL:** The applicant will be issued a permit and the contractor may proceed with the installation of the customer-owned generation system.

**INSPECTIONS:** When the system has been installed and completed, the contractor shall notify the city of date and time of the scheduled state inspection, but notice must be given no less than 5 days in advance. Upon approval from the State Electrical Inspector, the City Building Inspector and Power & Light Utility Director or his/her designee will conduct their own inspection of the small qualifying generating facility for compliance with interconnection standards. If the witness test is not satisfactory or not completed, the City of Trinidad reserves the right to disconnect the small qualifying generating facility and the customer will have no right to operate in parallel until a witness test has been performed.

- INTERCONNECTION AGREEMENT: After the inspection process is completed, the customer shall submit 1) a signed Interconnection Agreement, if not included in the application packet, 2) a Certificate of Completion from the solar contractor and 3) a Certificate of Insurance identifying the City of Trinidad as additional insured.
  
- ADMINISTRATION AND METER BILLING DEPOSIT FEES: Every customer applying for electrical service shall be required to make a meter deposit in accordance with Section 12-1(2). In addition to the required meter deposit, customers shall be required to pay an initial special equipment fee which represents the cost of the special meter required to be installed to service the account less the cost of a typical residential meter.
  - a) The customer will be billed the applicable customer service charge each month, including those months when negative or no net electric consumption by the customer occurs, without discount or credit for customer generation equipment.
  - b) The City of Trinidad will charge the customer an additional Customer-owned Residential Generator System Administrative Fee per month for administrative expense and additional meter costs that are incurred.

## Customer-Owned Generation System Permit Application

Service Address:	Date:
Permit #:	Permit Fee: \$
Value of Proposed Work (include Labor & Materials) \$	
Name of Engineer:	

Required Services: <input type="checkbox"/> New <input type="checkbox"/> Modification <input type="checkbox"/> Removal <input type="checkbox"/> Other: _____
Owner Name:
Owner Mailing Address: _____ City: _____ State: _____ Zip: _____
Owner Telephone Number:
State Electrical Permit #: (Attach copy)
Solar/Electrical Contractor Name and Address:
Solar/Electrical Contractor Telephone Number:
Solar/Electrical Contractor Email Address:
Location of Equipment:
Designed Capacity: Solar ( <input type="checkbox"/> ) Other ( <input type="checkbox"/> ) _____
Inverter Manufacturer:
Inverter Model:
Inverter Nameplate Rating:
Check one: ( <input type="checkbox"/> ) Single Phase   ( <input type="checkbox"/> ) Three Phase   ( <input type="checkbox"/> ) DC Disconnect Switch   ( <input type="checkbox"/> ) AC Disconnect Switch
Disconnect Location:
Energy Source: ( <input type="checkbox"/> ) Solar   ( <input type="checkbox"/> ) Other _____
Prime Mover: ( <input type="checkbox"/> ) Photovoltaic   ( <input type="checkbox"/> ) Fuel Cell   ( <input type="checkbox"/> ) Other (describe) _____
Is the equipment UL1741 listed: ( <input type="checkbox"/> ) Yes or ( <input type="checkbox"/> ) No
Estimated Install Date:
Estimated In-Service Date:

Interconnection Customer Acknowledgement: I certify that, to the best of my knowledge, the information provided in this application is true and correct. I agree to abide by the rules and regulations set forth by the City of Trinidad Power & Light Department, International Electrical Codes (IEC), International Fire Codes (IFC), International Building Codes (IBC), International Residential Codes (IRC) and Department of Regulatory Public Utilities Commission. I agree to abide by the Interconnection Standards for Small Power Generation Producers, Liability Insurance Requirements, and return the Certificate of Completion when the Qualifying Facility has been installed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Owner Signature(s):

\_\_\_\_\_

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

\_\_\_\_\_

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

Electrical/Solar System Signature:

\_\_\_\_\_

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

Title: \_\_\_\_\_

Utility Approval: Interconnection of Qualifying Facility described herein is approved contingent upon the Interconnection Standards for small power producers, a certificate of completion, certificate of insurance, and inspections by the State Electrical Inspector, City Building Inspector and Power & Light Department.

Building Inspector: \_\_\_\_\_

Date: \_\_\_\_\_

P&L Department: \_\_\_\_\_

Date: \_\_\_\_\_

## **Liability Insurance Requirements for Customer-Owned Generation Systems**

In accordance with the Colorado Public Utilities Commission rules governing small power production and cogeneration facilities, a qualifying facility operating in parallel with an investor-owned utility in Colorado must always maintain in effect a comprehensive bodily injury and property damage insurance coverage. This insurance is required to protect the public and the electrical power company from damage attributable to a small power production and cogeneration facility.

The City of Trinidad Power & Light Department has adopted insurance requirements for small power production and cogeneration facilities which are modeled after those designed by the PUC.

For systems of 10kW or less, the small power producer, at its own expense, shall secure and maintain in effect while interconnected liability insurance with a combined single limit for bodily injury and property damage of not less than \$300,000 for each occurrence. For systems above 10 kW and up to 25 KW, the small power producer, 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 \$2,000,000 for each occurrence. Insurance coverage and viability of interconnection agreements for systems larger than 25 kW shall be determined on a case-by-case basis by Office of the City of Trinidad Power & Light and shall reflect the size of the installation and the potential for system damage.

Except for qualifying facilities installed on a residential premise which have a design capacity of 10kW or less, the City of Trinidad shall be named as an additional insured by endorsement to the insurance policy and the policy shall provide that written notice be given to the City of Trinidad Power & Light at least thirty (30) days prior to any cancellation or reduction of any coverage. Such liability insurance shall provide, by endorsement to the policy, that the City of Trinidad shall not be reason of its inclusion as an additional insured, incur liability to the insurance carrier for the payment of premium of such insurance. For all qualifying facilities, 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 the City of Trinidad Power & Light Department prior to the date of interconnection of the small power generating system. The City of Trinidad shall be permitted to periodically obtain proof of current insurance coverage from the generating customer to verify proper liability insurance coverage. The qualifying facility will not be allowed to commence or continue interconnected operations unless evidence is provided that satisfactory insurance coverage is always in effect.

The City of Trinidad recommends that the qualifying facility consult its insurance agent at an early stage in its planning so that this cost may be properly incorporated into that planning. The cost of the required insurance may be a factor in a qualifying facility's decision to become a power producer since its produced power is solely for its own use.

No Warranty

Any inspections, reviews of plans, specifications and/or sites and any approvals, written or oral, are conducted or provided solely for the use and purposes of the City of Trinidad Power & Light and Building Inspection Departments. The City of Trinidad makes no warranty, direct or indirect, and provides no assurances, direct or indirect, as to the adequacy or safety of any plans, specifications, sites, installations, or other characteristic of the qualifying facility. The owners of the qualifying facility are solely responsible for determining and ensuring the adequacy and safety of all plans, specifications, sites, installations, and other characteristics of the qualifying facility.

**CITY OF TRINIDAD**  
**CUSTOMER-OWNED GENERATION SYSTEMS**  
**INTERCONNECTION AGREEMENT**

This Customer-Owned Generation Agreement (the “Agreement”) is entered into by and between the City of Trinidad, Colorado (the “City”), and \_\_\_\_\_ (the “Customer”), whose address is \_\_\_\_\_, Trinidad, Colorado 81082 (collectively, the “Parties”).

**RECITALS**

WHEREAS the City’s Electric Department (the “Department”) is a publicly owned electric utility engaged in the retail sale of electricity in the state of Colorado; and

WHEREAS, although as a member of the Arkansas River Power Authority (ARPA) the City is required to obtain all of its power from ARPA, ARPA allows for customer-owned residential generation of electricity to a capped limit; and

WHEREAS, pursuant to Ordinance No 3061 of the City’s Municipal Code of Ordinances, the Department has established a program through which an owner of a Customer-Owned Generation System (“COGS”) can receive credit against electric customer service charges (the “CORG or the CONRG Program”); and

WHEREAS, the Customer owns or intends to install, own, and operate a COGS and desires to participate in the CORG or the CONRG Program to interconnect with the City’s electrical system.

**DEFINITIONS**

Arkansas River Power Authority “ARPA” means the City of Trinidad’s Power Supplier

“Commission” means the Public Utilities Commission of the State of Colorado.

Customer Owned Generation System (COGS) means the Customer’s device for the production of electricity identified in the Interconnection Request but shall not include the Interconnection Facilities not owned by the Interconnection Customer, as schematically depicted on Attachment A, attached hereto, and incorporated herein by this reference. A Customer Owned Residential Generation Facility shall not exceed ten (10) kW.

“Department” shall mean the City of Trinidad Electric Department and any employee, agent, representative or contractor acting on the Department’s behalf.

“Electric Rates” means the Department’s electric rates as in effect and may be changed from time-to-time.



“Interconnection Facilities” include the Department’s Interconnection Facilities and the Customer’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the COGS and the Point of Interconnection, including any modification, additions, or upgrades that are necessary to interconnect the COGS physically and electrically to the Department’s System. Interconnection Facilities are sole-use facilities and shall not include Distribution Upgrades.

“Point of Interconnection” (POI) means the point at which the Customer’s Interconnection Facilities connect with the Department’s System. The location of the Point of Interconnection will be determined by the Department in accordance with standard industry practice or as individual circumstances may dictate.

“System” means the facilities owned, controlled, or operated by the Department that are used to provide electric service.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

### **1. SCOPE OF AGREEMENT**

This non-transferrable Agreement governs the terms and conditions under which the Customer’s COGS will interconnect with, and operate in parallel with, the City’s electrical distribution system.

### **2. PARALLEL OPERATION**

The Customer shall be allowed to instantaneously supply all or a portion of the Customer’s own load at the Customer’s premise. The Customer shall not commence parallel operation of the generating facility until written approval of the Interconnection Facilities has been given by the City, which approval shall not be unreasonably withheld. The City shall have the right to have representatives present at the initial testing of the Customer’s protective apparatus.

### **3. DESIGN, CONSTRUCTION, OPERATION**

The Customer is responsible for design, construction, installation, operation, maintenance, and replacement or repair of the COG System and the Customer’s Interconnection Facility as outlined in City’s “Design Requirements and Standards”. Customer shall also install, operate, and maintain the COGF and Interconnection Facility in a safe manner in accordance with the rules for safety and reliability set forth in the currently adopted National Electrical Code Standards (NEC690), National Fire Code Standards, International Building Codes rules and regulations of the Commission, other applicable local, state, and federal codes, and prudent electrical practices.

### **4. DESIGN REVIEW**

Customer shall submit to the Department an application along with an electrical one-line diagram and a relaying and metering one-line diagram prior to completion of detailed designs, unless the Customer is installing a package system that is pre-certified to IEEE 1547.1 and UL 1741 standards. There is no battery storage allowed in city limits for storage.



## **5. INSPECTION AND TESTING**

Prior to parallel operation of the COGF, the Department may inspect the COGF for compliance with industry standards, rules set forth in the agreement, and City of Trinidad Ordinance No. 3061. The Department's inspection may include a witness test and the Department may schedule appropriate metering replacement, if necessary. If the witness test is not satisfactory in the sole judgment of the Department, the Department has the right to disconnect the CORF. The Customer shall have no right to operate in parallel until a witness test has been performed, or previously waived in writing by the Department.

## **6. COMMISSIONING TESTS**

Commissioning tests of the Customer's installed Generation System shall be performed pursuant to applicable codes and standards, including IEEE 1547.1. The Department must be given at least five (5) business day's written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

## **7. CONFIDENTIALITY**

Any Customer who wants design and operating specifications, metering data or other information submitted to the City to be kept confidential may clearly label the documents as such. In the event the City receives a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., that seeks disclosure of any information labeled as confidential by the Customer, the City shall make a determination as to whether the documents must be disclosed pursuant to CORA. In addition, the City agrees to notify the Customer promptly of the receipt of the request so that the Customer can exercise its right to oppose the request.

## **8. NO DEPARTMENT WARRANTY OF COGF**

Any approval or acceptance by the Department of Customer'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 COGF or as a warranty of its safety, durability, reliability, or fitness for the purpose intended. The Department shall not, by reason of such review or failure to review, be responsible or liable for the COGF in any manner, including, but not limited to, the strength, details of design, adequacy, safety, capacity, or fitness for the purpose intended.

## **9. FUTURE DESIGN CHANGES**

No changes to the COGF Interconnection Facility Equipment shall be made without the prior written approval of the Department. If changes are made without the Department's written approval, the Department may, at its sole discretion and upon reasonable notice as provided in the City's disconnection policies, disconnect the COGF from the Department's System and terminate this Agreement.

## **10. INTERCONNECTION COSTS**

The City, when needed, will estimate the costs, including overheads, for the purchase and construction of necessary system upgrades to its distribution system and will provide a detailed itemization of costs. The Customer agrees to pay the costs upon receipt of the City's invoice within the timeframe indicated on the invoice.

**11. INTERRUPTION OR REDUCTION OF DELIVERIES**

The City of Trinidad is a member of the Arkansas River Power Authority and its power supply agreement states that each member shall purchase and receive from ARPA all power and energy that the member shall require for the operations of its municipal electric system, including municipal loads, with certain exceptions. The City is subject to the provisions of ARPA's Renewable Distributed Generation Policy, effective January 1, 2019, and as amended on May 26, 2022.

The Department shall not be obligated to accept or pay for, and it may require Customer to interrupt or reduce, the delivery of available energy generated by the customer's equipment under the following:

(a) whenever the department in its sole judgment determines that the interruption or reduction is necessary in order for the department to construct, install, maintain, repair, replace, remove, investigate, or inspect any part of the department's electric utility distribution system; or

(b) if the department determines that curtailment, interruption or reduction is necessary because of personnel safety, emergencies, voluntary or involuntary outage, force majeure, or compliance with prudent electrical practices, or as may be otherwise required by ARPA.

**12. ADVERSE OPERATING EFFECTS**

The interconnection of the Customer's COGF shall not reduce the reliability and quality of the distribution system. This includes, but is not limited to high levels of harmonics, abnormal voltage fluctuations and excessive frequency deviations. The City shall notify the Customer as soon as practicable if, based on good utility practice, operation of the COGF may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the COGF could cause damage to the City's distribution system. If, after notice, the Customer fails to remedy the adverse operating effect within a reasonable time, the City may disconnect the COGF. The City shall provide the Customer with notice of such disconnection as provided in the City's disconnection policies.

**13. ACCESS TO PREMISES**

During the term of this agreement, the Customer grants the City, its officers, employees, agents and representatives access to the premises or property as is reasonably necessary, the non-exclusive right of ingress and egress on, over and across the premises without prior notice, for the purpose of inspecting customers protective devices, reading and testing on-site meters, and disconnecting, with or without notice, the interconnection facilities if, in the Electric Utility Director or his/her designee sole judgement, a condition hazardous to life or property, and immediate action is necessary to protect life or property from damage or interference directly caused by the equipment or as a result of the lack of properly operating protective devices.

#### **14. INDEMNITY AND LIABILITY**

The Customer shall at all times indemnify, defend, and hold the City and its officers, employees, agents, and representatives harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, 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 Customer's action or failure to meet its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by the City.

#### **15. LIABILITY INSURANCE REQUIREMENTS FOR CUSTOMER AND GENERATION SYSTEMS**

As part of this agreement, Customer agrees to execute the attached form captioned "Liability Insurance Requirements for Customer and Generation Systems" and comply with the requirements set forth in that form. The requirements that form, as set forth by the Colorado Public Utilities Commission, are that the small power producer, or "Customer," will always maintain a liability insurance policy of a minimum of \$300,000 per occurrence for systems of 10kW or less, and a policy of no less than \$2,000,000 per occurrence for systems of 10kW to 25kW. This policy requirement shall pertain to property damage and bodily injury associated with the subject customer and customer owned generation system or systems.

#### **16. CONSEQUENTIAL DAMAGES**

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a party may be liable to the other party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

#### **17. GOVERNING LAW**

This agreement shall be interpreted and governed under the laws of the State of Colorado.

#### **18. DOCUMENTS**

This Agreement includes the following documents, which are attached and incorporated by reference:

- Application for Interconnection
- Certificate of completion
- Certificate of Insurance

**19. NOTICES**

All written notices shall be directed as follows:

CITY: City of Trinidad  
Dave Bachicha, P&L Utility Director  
135 N Animas Street  
Trinidad, CO 81082

CUSTOMER: Name: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_

**20. REIMBURSEMENT RATE**

The Power & Light Utility will net meter all electric power and energy produced by the customer-owned residential generation system. Net metering shall be, for billing purposes, the net consumption as measured at the service meter. Consumption will be measured monthly, and, in the event the net metering is negative, as when the customer’s generation system production is greater than the customer’s consumption, the net negative consumption will be calculated using the monthly Avoided Cost Rate from ARPA; that credit will be applied toward the monthly electric bill, at one (1) kWh for each kWh generated above the customer’s consumption.

**21. FEES AND ADMINISTRATIVE FEES**

The customer will be billed the applicable customer service charge each month, including those months when negative or no net electric consumption by the customer occurs, without discount or credit for customer generation equipment.

The City of Trinidad will charge the customer an additional Customer-owned Residential Generator System Administrative Fee per month for administrative expenses and additional meter costs that are incurred.

**22. TERM OF AGREEMENT**

This Agreement is non-transferrable and shall be in effect when signed by the Customer and the City. The agreement shall remain in effect thereafter month to month unless terminated by either Party on thirty (30) days’ prior written notice and in accordance with the service policies. The Customer’s permission to operate the COGS pursuant to this Agreement shall also terminate in the event the City discontinues the Customer Owned Generation Systems Program.

**23. RETURN ON INVESTMENT**

In the event, the City of Trinidad reaches the total allowable “cap-limit of renewable energy” by the city’s electric supplier, ARPA, the City may eliminate the current net metering and change its rate structure such that any planned return on investment may not be achieved or offset by the customer’s electricity generation from the eligible energy resources on the customer side of the meter.

**24. MISCELLANEOUS PROVISIONS**

This agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Colorado as if executed and to be performed wholly within the State of Colorado.

This Interconnection Agreement shall supersede any existing agreement other than a Grant Agreement, to which Customer may be a party, under which Customer is currently operating the facility, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.

IN WITNESS WHEREOF, the Parties by their duly appointed representatives have executed this Interconnection Agreement in the City of Trinidad, County of Las Animas, as of this date first above stated.

**CITY OF TRINIDAD:**

By: \_\_\_\_\_  
Steve Ruger, City Manager

ATTEST: \_\_\_\_\_  
Audra Garrett, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Les Downs, City Attorney

Approved:

By: \_\_\_\_\_  
Dave Bachicha, Power & Light Utility Director

**CUSTOMER(S):**

By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

State of Colorado  
County of Las Animas

The foregoing document was acknowledged before me \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by  
\_\_\_\_\_ and  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_