



**Black Hills 2022 CSG RFP Program**

**SUBSCRIBER AGENCY AGREEMENT**

**FOR BLACK HILLS ENERGY COMMUNITY SOLAR GARDEN (CSG) SERVICE**

CSG Subscriber Name: \_\_\_\_\_

CSG Subscriber Retail Customer Account No.: \_\_\_\_\_

CSG Subscriber Meter No.: \_\_\_\_\_

CSG Subscriber Service Address: \_\_\_\_\_  
\_\_\_\_\_

CSG Subscriber E-mail Address: \_\_\_\_\_

CSG Subscriber Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

CSG Subscriber Telephone No: \_\_\_\_\_ (Primary) \_\_\_\_\_ (Alt.)

CSG Subscriber Organization Name: \_\_\_\_\_  
\_\_\_\_\_

Solar Garden ID No: \_\_\_\_\_

Name and Location of Solar Garden: \_\_\_\_\_

CSG Subscriber's Initial Subscription Share (in Watts or kilowatts ["kW"]): \_\_\_\_\_ Watts [kW]

The undersigned CSG Subscriber hereby authorizes Pivot Energy  
("CSG SO"), and CSG SO hereby accepts the responsibility, to act as CSG Subscriber's agent  
for purposes of selling to Black Hills Colorado Electric, LLC d/b/a/ Black Hills Energy ("Black  
Hills Energy" or "Company") all of CSG Subscriber's beneficial interest in the Photovoltaic  
Energy and associated Renewable Energy Credits ("RECs")<sup>1</sup> produced by, and delivered to

<sup>1</sup> "Renewable Energy Credit" or "REC" shall have the meaning set forth in Rule 3652(y), 4 *Code of Colorado Regulations* 723-3.

Black Hills Energy from, the CSG Photovoltaic Energy System (“CSG PV System”) identified above, including full authority for CSG SO to enter into a long-term contract on behalf of CSG Subscriber for such sale and to administer such contract, all pursuant to Black Hills Energy’s Community Solar Garden Program and the Company’s Community Solar Garden Service Tariff, found in its Electric Tariff (“CSG Tariff”).

1. Duties of CSG SO Generally. CSG SO shall be responsible for issuing and managing the subscriptions of all CSG Subscribers in the CSG PV System and for selling to Black Hills Energy the subscribed and unsubscribed portions of the Photovoltaic Energy and associated Renewable Energy Credits generated by the CSG PV System and delivered to Black Hills Energy at the Production Meter located at the CSG PV System site. CSG Subscriber acknowledges that the CSG SO will retain the associated Renewable Energy Credits produced by the CSG PV System and will sell the associated Renewable Energy Credits separately to Black Hills Energy. In performing such functions, CSG SO shall be solely responsible for communicating directly to Black Hills Energy CSG Subscriber’s information concerning its subscription in the CSG PV System, including its beneficial interest in the Photovoltaic Energy produced by the CSG PV System. CSG Subscriber also acknowledges that Black Hills Energy shall exclusively rely on such information as regularly and timely communicated from the CSG SO for the purpose of calculating the CSG Credit that will be applied by Black Hills Energy and reflected on CSG Subscriber’s subsequent electric service bills as compensation for Black Hills Energy’s receipt of CSG Subscriber’s share of the Photovoltaic Energy produced by the CSG PV System, in accordance with the CSG Tariff.

2. Adjustments of Prior Period CSG Bill Credits. To the extent the subscription information communicated by CSG SO to Black Hills Energy and used by Black Hills Energy for purposes of calculating the CSG Credit applied on CSG Subscriber’s electric service bill was incorrect, CSG SO shall be responsible for processing all corrections or other adjustments of CSG Credits previously applied by Black Hills Energy to CSG Subscriber’s electric service bills and to collect any overpayments and remit any underpayments for all such CSG Credits, as necessary, among CSG Subscriber and other CSG Subscribers owning subscriptions in the CSG PV System. CSG Subscriber acknowledges and agrees that any such corrections in amounts previously applied by Black Hills Energy as an CSG Credit on any of CSG Subscriber’s electric service bills for prior periods shall be administered exclusively by CSG SO, and that Black Hills Energy shall not be required to increase or reduce any CSG Credit previously applied to CSG Subscriber’s electric service bill in any prior period to the extent such corrections are the result of incorrect subscription information for the CSG PV System communicated to Black Hills Energy by CSG SO. In connection with CSG SO’s execution of its responsibilities to process any such adjustments to CSG Credits previously applied by Black Hills Energy with respect to the CSG PV System, CSG Subscriber hereby authorizes Black Hills Energy to disclose and release to CSG SO any and all information reflected on CSG Subscriber’s bills for retail electric service for all relevant periods, as may be necessary for CSG SO to fully and properly administer such prior period adjustments among all CSG Subscribers in the CSG PV System.

3. Limitation of Agency. This Agency Agreement shall only serve to authorize CSG SO to act as CSG Subscriber’s agent with respect to CSG Subscriber’s beneficial interest in the Photovoltaic Energy produced by the CSG PV System and delivered to Black Hills Energy to the

extent that CSG Subscriber's subscription continues from time-to-time to qualify as a valid subscription in the CSG PV System in accordance with C.R.S. § 40-20-127, the effective rules and regulations promulgated thereunder by the Commission, and the CSG Tariff.

4. Term of Agency and Termination.

(a) This Agency Agreement shall become effective upon its execution by both CSG Subscriber and CSG SO and shall continue in effect for so long as a valid and existing contract between Black Hills Energy and CSG SO for the purchase and sale of such Photovoltaic Energy and the associated RECs shall continue in effect.

(b) This Agency Agreement may be terminated by either CSG SO or CSG Subscriber upon Black Hills Energy's receipt of notice that CSG Subscriber's subscription in the CSG PV System has been terminated or transferred in its entirety, or that CSG Subscriber no longer holds an interest in the beneficial use of the Photovoltaic Energy produced by the CSG PV System.

(c) This Agency Agreement shall automatically terminate upon: (i) the effective date of the termination of the contract between CSG SO and Black Hills Energy for the purchase and sale of Photovoltaic Energy and associated Renewable Energy Credits generated by the CSG PV System; or (ii) in the event of an effective assignment by CSG SO of such contract, where Black Hills Energy has consented to such assignment in writing, the effective date of a replacement agency agreement between CSG Subscriber and the new CSG owner or CSG subscriber organization of the CSG PV System that has taken assignment of such contract from CSG SO.

5. Representation and Acknowledgement. By executing this CSG Subscriber Agency Agreement, CSG Subscriber represents and warrants that the information stated herein is true and correct to the best of CSG Subscriber's knowledge and belief and that CSG Subscriber has signed up for the stated subscription share size in the CSG PV System through CSG SO.

6. Consent to Disclose Account Information. CSG Subscriber shall provide to Black Hills Energy a completed and signed "Consent to Disclose Utility Customer Data" form granting consent for Black Hills Energy to share information regarding CSG Subscriber's past and present electric usage at the Service Address(es) identified above in order for CSG SO independently to verify the extent of CSG Subscriber's eligibility to hold a subscription in the CSG PV System pursuant to C.R.S. § 40-20-127, the effective rules and regulations promulgated thereunder by the Commission, and the CSG Tariff. The Consent to Disclose Utility Customer Data form shall be that form posted from time to time on the Black Hills Energy website or the website of the Commission.

IN WITNESS WHEREOF, this Subscriber Agency Agreement was duly executed by the undersigned authorized representatives of CSG Subscriber and CSG SO.

**CSG SUBSCRIBER**

**CSG SUBSCRIBER ORGANIZATION**

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

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

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

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