



# Price Electric Cooperative

A Touchstone Energy® Cooperative

## Interconnection Agreement (20kW<sub>ac</sub> or less)

**\*\*\*SUBMIT COMPLETED AGREEMENT DIRECTLY TO PRICE ELECTRIC COOPERATIVE\*\*\***

Electric Service Distributed By
Name & Address
Price Electric Cooperative PO Box 110 W6803 Springs Dr. Phillips, WI 54555

Completed By
Name & Address
Account: _____ Member #: _____

This Interconnection Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by and between Price Electric Cooperative (hereinafter called "PEC") and \_\_\_\_\_ (hereinafter called "Member"). PEC and the Member are hereinafter collectively referred to as the "Parties" and individually as a "Party"

### Recitals

- A. PEC is the owner of the electric distribution system serving \_\_\_\_\_ [service address] ("PEC's Distribution System").
- B. Member desires to install a Distributed Generation (DG) facility or energy storage device with a capacity up to 20 kW<sub>ac</sub>, including related interconnection equipment (the "DG Facility") and to interconnect the DG Facility to PEC's distribution system.
- C. PEC has previously reviewed and approved Member's DG Interconnection Application Form, dated \_\_\_\_\_, and supporting materials (the "Application"). The completed Application is attached as Exhibit 1 and incorporated into this Agreement.
- D. Member wishes to interconnect the DG Facility to PEC's distribution system and PEC is willing to permit such interconnection subject to the terms and conditions set forth in: (1) PEC's rules and regulations, as they may be amended from time to time; (2) the completed Application approved by PEC; and (3) this Agreement.
- E. No agency or partnership is created with the interconnection of the Member's DG Facility.

### Agreement

NOW THEREFORE, in consideration of the foregoing Recitals and for good and valuable consideration, PEC and Member agree as follows:

#### 1. Design and Operation Requirements.

The DG Facility shall be installed in compliance with the specifications set forth in the Application, PEC's policies and operational standards as may be amended from time to time, and all applicable laws and regulations. The design standards for the interconnections shall, at a minimum, meet the design standards specified in the Wisconsin Administrative Code Section PSC 119.20 through 119.25.

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## 2. Member's Representations and Warranties.

Member represents and warrants that:

- a. The DG Facility is fully and accurately described in the Application;
- b. All information in the Application is true and correct;
- c. The DG Facility has been installed to Member's satisfaction;
- d. Member has been given warranty information and an operation manual for the DG Facility; and
- e. Member has been adequately instructed in the operation and maintenance of the DG Facility;
- f. The DG facility is prepared to generate electricity in parallel with PEC; and
- g. The Member has become a member of PEC and understands and accepts the policies and operational standards of PEC that apply to interconnected generators.

## 3. Interconnection Disconnect Switch.

PEC shall require that the Member furnish and install an interconnection disconnect switch that opens, with a visual break, all ungrounded poles of the interconnection circuit. The interconnection disconnect switch shall be rated for the voltage and fault current requirements of the DG Facility, and shall meet all applicable UL, ANSI, and IEEE standards, as well as applicable requirements of the Wisconsin Electrical Safety Code, Volume 2, Wis. Adm. Code Chapter Comm 16. The switch enclosure shall be properly grounded. The interconnection disconnect switch shall be accessible at all times, located for ease of access to PEC personnel, and shall be capable of being locked in the open position. The Member shall follow PEC's recommended switching, clearance, tagging, and locking procedures.

## 4. Modifications to the DG Facility.

Member shall notify PEC of plans for any material modification to the DG Facility by providing at least twenty (20) working days of advance notice. A "material modification" is defined as any modification that changes the maximum electrical output of the DG Facility or changes the interconnection equipment (e.g., changing from certified to non-certified devices or replacement of components with components of different functionality or UL listings). The notification shall consist of a completed, revised Application and such supporting materials as may be reasonably requested by PEC. Member agrees not to commence installation of any material modification to the DG Facility until PEC has approved the revised Application. PEC shall indicate its written approval or rejection of any revised Application within twenty (20) working days after it receives the completed application and all supporting materials.

## 5. Insurance.

Throughout the term of this Agreement, Member shall carry a liability insurance policy that provides protection against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of Member's ownership and/or operation of the DG Facility under this Agreement. The limits of such policy shall be at least \$300,000 per occurrence or prove financial responsibility by another method acceptable and approved in writing to PEC.

The failure of PEC to enforce the minimum levels of insurance does not relieve the Member from maintaining such levels of insurance or relieve Member of any liability. Prior to execution of this Agreement, Member shall provide PEC with a certificate of insurance containing a minimum 30-day notice of cancellation. Member shall name PEC as an additional insured in the liability insurance policy.

## 6. Indemnification.

Subject to the limitations set forth in this Section, and to the extent allowable by law, each Party to this Agreement shall indemnify, hold harmless and defend the other Party, its officers, directors, employees and agents from and against any and all claims, suits, liabilities, damages, costs and expenses (including without limitation, reasonable attorneys and expert witness fees) for damage to property, or injury to, or death of, any individual, including the employees, officers, directors and agents of the indemnified Party or any other third parties, to the extent caused wholly or in part by the negligence or the intentional wrongdoing of the indemnifying Party. Notwithstanding anything in this Section or in any

other provision of this Agreement to the contrary, the liability of each Party to this Agreement shall be limited to direct actual damages, and all other damages at law or in equity are hereby waived. Under no circumstances shall a Party be liable to the other Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary, or consequential damages, including lost profits. Member's and PEC's indemnification obligations under this Section and the limits upon their respective liability shall continue in full force and effect notwithstanding the expiration or termination of this Agreement with respect to any event or condition giving rise to an indemnification obligation that occurred prior to such expiration or termination.

## 7. DG Facility Testing and Power Quality.

### a. Commissioning tests:

Member shall notify PEC in writing that installation of the DG Facility is complete, and that the interconnection equipment is available for testing by PEC at least fifteen (15) working days before Member interconnects the DG Facility with PEC's Distribution System. PEC shall thereupon have the right to test the DG Facility. PEC shall also have the right to witness any testing by Member of the DG Facility. Any PEC testing of the DG Facility shall be completed within ten (10) working days. If PEC waives its right to test the installed DG Facility by notifying Member in accordance with this Section, Member may interconnect the DG Facility to PEC's Distribution System upon the earlier to occur of the following: (a) notification by PEC; or (b) fifteen (15) working days after Member has notified PEC that installation of the DG Facility is complete.

Initial commissioning test completed on: \_\_\_\_\_ (date & initial)

### b. Anti-islanding tests:

After Commissioning, PEC employees or agents may, from time to time and at PEC's expense, test the DG Facility for Anti-Islanding to ensure that the interconnection does not create a safety or reliability risk on PEC's distribution system and the member will cooperate with such testing. If after Commissioning member requests such testing, PEC may charge member for such testing.

### c. Power Quality:

The power quality, frequency, voltage, and harmonics of the DG Facility must be compatible, in the opinion of PEC, with the central station electricity provided by PEC. The Institute of Electrical & Electronic Engineers (IEEE 1547) and the Underwriters Laboratory (UL 1741) standards will be used as guidelines when addressing the quality of the electricity produced by a DG Facility. PEC may consider additional safety and power quality standards at its discretion to ensure that the DG Facility does not create a safety or reliability risk on PEC's distribution system.

## 8. Access to DG Facility.

Member shall permit (and, if the land on which the DG Facility is located is not owned by Member, cause such landowner to permit) PEC's employees and agents to enter the property on which the DG Facility is located at any reasonable time for the purposes of inspecting and/or testing Member's DG Facility to insure its continued safe and satisfactory operation and the accuracy of PEC's meters. Such inspections shall not relieve Member from its obligation to maintain the DG Facility and any related equipment owned by Member in safe and satisfactory operating condition.

PEC shall have the right to witness any testing by Member of the DG Facility.

## 9. Disconnection of a DG Facility to Permit Maintenance and Repairs.

Upon reasonable notice by PEC, Member shall disconnect the DG Facility to permit PEC to perform routine repairs and maintenance to PEC's Distribution System, or to install modifications thereto.

**10. Disconnection of a DG Facility without Notice.**

When PEC so requests, Member shall discontinue operation of the DG Facility and PEC may isolate the DG Facility from PEC's Distribution System, upon any of the following

- a. Termination of this Agreement;
- b. If, in PEC's reasonable judgment, the DG Facility fails to comply with the design requirements specified in the Application or this Agreement, PEC's applicable operational standards or with applicable law.
- c. In the event of an emergency on PEC's Distribution System or an emergency response action directed by PEC's transmission provider; or
- d. Upon any other breach of this Agreement by Member (a "Default"), that Member fails to remedy within ten (10) working days after receipt of written notice from PEC.

In the event of such disconnection, pursuant to b, c, or d above, the DG Facility shall remain isolated from PEC's Distribution System until, in the reasonable judgment of PEC, the DG Facility meets the Design Requirements, Member has cured any Default, and PEC's Distribution System is functioning in a safe manner. If Member fails to cure a Default within sixty (60) working days, PEC shall further have the right to terminate this Agreement without liability to Member for such termination.

**11. Interconnection Agreement Only.**

This is an agreement for interconnection only with the Distribution System of PEC and does not include any obligation for PEC to purchase any energy or capacity from Member's DG Facility. This Agreement also does not provide any right to wheel or transmit any capacity or energy from the DG Facility over PEC's Distribution System.

**12. Ownership of Environmental Attributes of Purchased Energy**

PEC shall be entitled to all renewable and emissions attributes, credits, offsets, and allowances recognized under federal, state and/or local law ("Environmental Attributes") associated with the purchase of the output from qualified Distributed Generation of 20kWac or less. Member shall execute any further documentation reasonably requested by Pierce Pepin in the exercise of its rights under this section.

**13. Term of Agreement**

This Agreement shall become effective immediately upon the execution, by the Parties, and shall continue in effect until terminated by any of the following:

- a. Mutual written agreement of the Parties;
- b. Abandonment or removal of the DG Facility by Member;
- c. By PEC pursuant to Section 10 of this Agreement;
- d. By Member upon thirty (30) working days prior written notice given to PEC.

**14. Amendments; Non-Waiver; Prior Agreement Superseded by Execution of this Agreement**

Any amendment or modification to this Agreement must be in writing and executed by Member and PEC. The failure of Member or PEC to insist on performance by the other Party of any provision of this Agreement shall not waive the right of the Party who failed to insist on performance to enforce the same provision at a later time.

This Agreement supersedes any prior agreement that previously governed any DG system described in the Application. It is the parties' intention that the entire DG facility, as modified or supplemented in Phase II, be governed by this Agreement.

**15. Successors and Assigns.**

**a. Assignment by Member:**

Member shall not assign its rights and obligations under this Agreement in whole or in part without the prior written consent of PEC, which consent shall not be unreasonably withheld or unduly delayed. PEC may withhold its consent to any proposed assignment if the proposed assignee fails to assume the obligations of Member under this Agreement in writing.

**b. Assignment by PEC:**

The utility shall have the right to assign this Agreement in whole upon written notification to the Member.

**c. Successors:**

This Agreement shall be binding upon the personal representatives, heirs, successors, and permitted assigns of the respective.

**16. Force Majeure**

A Party shall not be considered to be in Default with respect to any obligation, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone, facsimile or email notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise reasonable efforts to remove such disability with reasonable dispatch but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor dispute.

“Force Majeure” shall mean any cause or event beyond the reasonable control of, and not the result of the fault or negligence of, the affected Party and which, by the exercise of due diligence and use of reasonable efforts, the affected Party could not reasonably have avoided, including but not limited to an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment if caused by a Force Majeure event, or any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities. A Force Majeure event does not include changes in market conditions affecting the economics of either Party.

**17. PEC rates and fees.**

Nothing herein shall limit or modify any PEC rate or fee, nor does this Agreement in any way limit the ability of PEC to amend its rates, fees and/or memberships rules. The Member expressly recognizes that the rates applicable to interconnecting members are subject to change.

**IN WITNESS WHEREOF, Member and Company have executed this Agreement as of the year and date first set forth above.**

**Member Signature:** \_\_\_\_\_

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

**Member Signature:** \_\_\_\_\_

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

**Title: Homeowner**

**Price Electric Cooperative Signature:** \_\_\_\_\_

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

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