

## Distributed Generation Interconnection Agreement (20 kW or less)

Form SCEC 6029R

\*\*\*SUBMIT COMPLETED AGREEMENT DIRECTLY TO ST. CROIX ELECTRIC COOPERATIVE\*\*\*

(This completed agreement should NOT be sent to the Public Service Commission)

### Electric Service Distributed By

St. Croix Electric Cooperative  
1925 Ridgeway St.  
Hammond, WI 54015

This Distributed Generation Interconnection Agreement (the "Agreement"), is made and entered into this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (year) by and between **St. Croix Electric Cooperative** hereinafter called "SCEC" and \_\_\_\_\_ hereinafter called the "Applicant". SCEC and the Applicant are hereinafter collectively referred to as the "Parties" and individually as a "Party."

### Recitals

- A. SCEC is the owner of the electric distribution system serving \_\_\_\_\_ [Insert legal description of property or address] ("SCEC's Distribution System").
- B. Applicant desires to install a Distributed Generation (DG) facility or energy storage device with a capacity up to 20 kW, including related interconnection equipment (the "DG Facility") and to interconnect the DG Facility to the SCEC's distribution system.
- C. SCEC has previously reviewed and approved Applicant's Wisconsin Standard Distributed Generation Application Form, dated \_\_\_\_\_, and supporting materials (the "Application"). The completed Application is attached as Exhibit 1 and incorporated into this Agreement.
- D. Applicant wishes to interconnect the DG Facility to SCEC's distribution system and SCEC is willing to permit such interconnection subject to the terms and conditions set forth in: (1) Wisconsin Administrative Code Chapter PSC 119; (2) the completed Application approved by SCEC; and (3) this Agreement.
- E. No agency or partnership is created with the interconnection of the applicants DG Facility.

### Agreement

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

#### 1. Design Requirements.

The DG Facility shall be installed in compliance with Wisconsin Administrative Code Chapter PSC 119.

#### 2. Applicant's Representations and Warranties.

Applicant 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 Applicant's satisfaction;
- d. Applicant has been given warranty information and an operation manual for the DG Facility; and
- e. Applicant has been adequately instructed in the operation and maintenance of the DG Facility.

### **3. Interconnection Disconnect Switch.**

SCEC may require that the Applicant 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, 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 SCEC personnel, and shall be capable of being locked in the open position. The Applicant shall follow SCEC's recommended switching, clearance, tagging, and locking procedures.

### **4. Modifications to the DG Facility.**

Applicant shall notify SCEC of plans for any material modification to the DG Facility by providing at least twenty (20) working days 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 any component with a component of different functionality or UL listing). The notification shall consist of a completed, revised Application and such supporting materials as may be reasonably requested by SCEC. Applicant agrees not to commence installation of any material modification to the DG Facility until SCEC has approved the revised Application. SCEC 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, Applicant 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 Applicant'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 SCEC. The failure of the Applicant or SCEC to enforce the minimum levels of insurance does not relieve the Applicant from maintaining such levels of insurance or relieve Applicant of any liability. Prior to execution of this Agreement applicant shall provide SCEC with a certificate of insurance containing a minimum 30-day notice of cancellation.

### **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. Applicant's and SCEC'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 Commissioning Testing**

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

**8. Access to DG Facility.**

Applicant shall permit (and, if the land on which the DG Facility is located is not owned by Applicant, cause such land owner to permit) SCEC'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 Applicant's DG Facility to insure its continued safe and satisfactory operation and the accuracy of SCEC's meters. Such inspections shall not relieve Applicant from its obligation to maintain the DG Facility and any related equipment owned by Applicant in safe and satisfactory operating condition.

SCEC shall have the right to witness any testing by Applicant of the DG Facility.

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

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

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

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

- a. Termination of this Agreement;
- b. If, in SCEC's reasonable judgment, the DG Facility fails to comply with the Design Requirements specified in Wisconsin Administration Code §§ PSC 119.20 and PSC 119.25.
- c. In the event of an emergency on SCEC's Distribution System; or
- d. Upon any other breach of this Agreement by Applicant (a "Default"), that Applicant fails to remedy within ten (10) working days after receipt of written notice from SCEC.

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

**11. Disputes; Right to Appeal.**

Wisconsin Administrative Code § PSC 119.40 does not apply to this Agreement. Applicant may file a request with the SCEC Board of Directors to appeal any requirement imposed by SCEC as a condition to interconnection of DG Facility which Applicant alleges is unreasonable. The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this paragraph.

Written Notice of Dispute. In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

Negotiation, Mediation and Costs. Each Party agrees to conduct all negotiations in good faith. In the event any such dispute has not been resolved by the Parties within a period of thirty (30) days after delivery of the Notice of Dispute, and unless the Parties agree in writing otherwise, then the Parties shall endeavor to settle the dispute by mediation under the CPR Institute for Dispute Resolution Mediation Procedure in effect on the date of this Agreement, provided, however, that if one Party fails to participate in the negotiation as provided herein, the other Party may initiate mediation prior to the expiration of the 30 days. If the Parties cannot agree upon selection of a mediator, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals. If any such Dispute has not been resolved by mediation as provided herein within forty-five (45) days after initiation of the mediation procedure, then either Party may pursue its rights at law or in equity. Each Party will be responsible for its own costs and for one-half of any costs incurred for mediator.

Other Rights and Remedies. If the attempted dispute resolution fails, then either Party may exercise any and all rights and remedies it may have in equity or law consistent with the terms of this Agreement.

**12. Amendments Non-Waiver**

Any amendment or modification to this Agreement must be in writing and executed by Applicant and SCEC. The failure of Applicant or SCEC 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.

**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 Applicant;
- c. By SCEC pursuant to Section 10 of this Agreement;
- d. By Applicant upon thirty (30) working days prior written notice given to the SCEC.

**14. Successors and Assigns.**

- a. Assignment by Applicant. Applicant shall not assign its rights and obligations under this Agreement in whole or in part without the prior written consent of SCEC, which consent shall not be unreasonably withheld or unduly delayed. SCEC may withhold its consent to any proposed assignment if the proposed assignee fails to assume the obligations of Applicant under this Agreement in writing.
- b. Assignment by SCEC. SCEC shall have the right to assign this Agreement in whole upon written notification to the Applicant.
- c. Successors. This Agreement shall be binding upon the personal representatives, heirs, successors, and permitted assigns of the respective Parties.

**15. Interpretation**

In the event of any conflict between Chapter PSC 119, the application and this Agreement, the terms of this Agreement (including any attachments) shall govern.

**16. Applicant and SCEC Signature.**

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

Applicant Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

St. Croix Electric Cooperative \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

\*\*\* Please Note: This completed form is to be sent to the electric utility. \*\*\*