

## Wisconsin Electric Cooperative DER Interconnection Agreement

(Complete and submit this form to your electric cooperative)

**This DER Interconnection Agreement (the “Agreement”), is made and entered into this \_\_\_\_\_ (day) of \_\_\_\_\_ (month) 20\_\_ (year) by and between \_\_\_\_\_ (the “Cooperative”) and \_\_\_\_\_ (the “Applicant”). Cooperative and Applicant are collectively referred to as the “Parties” and individually as a “Party”.**

### RECITALS

- A. Cooperative owns the electric distribution system serving \_\_\_\_\_ [insert legal description of property or address] (the “Distribution System”).
- B. Member desires to install a Distributed Energy Resource (DER) as part of a DER Facility and to interconnect the DER Facility to the Distribution System.
- C. Cooperative previously reviewed and approved Applicant’s Wisconsin Electric Cooperative DER Application Form (the “Application”). The completed Application is incorporated by reference for the DER described as \_\_\_\_\_ [insert size and type of DER facility].
- D. Applicant wishes to interconnect the DER Facility to Cooperative’s Distribution System and Cooperative is willing to permit such interconnection subject to the terms and conditions set forth in: (1) the Interconnection Requirements of Wisconsin Electric Cooperatives dated \_\_\_\_\_, as adopted by the Cooperative (“IRWEC”); (2) the Technical Specification Manual dated \_\_\_\_\_, as adopted by the Cooperative (“TSM”); (3) the completed Application approved by the Cooperative; and (4) this Agreement.
- E. No agency or partnership is created by the interconnection of the Applicant’s DER Facility to Cooperative’s Distribution System.

### AGREEMENT

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

- 1. Incorporation by Reference.** The provisions of the IRWEC and TSM are incorporated by reference herein and shall be deemed to have the same force and effect as if set

forth in full herein. Capitalized terms in this Agreement have the same meanings as defined in the IRWEC and TSM, except as specified herein.

- 2. Design Requirements.** The DER Facility shall be designed and installed in compliance with the IRWEC and TSM.
- 3. Applicant's Representations and Warranties.** Applicant represents and warrants that:
  - a. The DER Facility is fully and accurately described in the Application;
  - b. All information in the Application is true and correct;
  - c. The DER Facility has been installed to Applicant's satisfaction;
  - d. Applicant has been given warranty information and an operation manual for the DER Facility; and
  - e. Applicant has been adequately instructed in the operation and maintenance of the DER Facility.
- 4. Lockable Interconnection Disconnect Switch.** Cooperative may require that the Applicant furnish and install a Lockable 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 DER Facility and shall meet all applicable UL, ANSI, and IEEE standards, as well as applicable requirements of the Wisconsin Electrical Safety Code, Chapter SPS 316. The switch enclosure shall be properly grounded. The Interconnection Disconnect Switch shall be accessible at all times, located for ease of access to Cooperative personnel, and shall be capable of being locked in the open position. Applicant shall follow the Cooperative's recommended switching clearance, tagging, and locking procedures.
- 5. Modifications to the DER Facility.** Applicant shall notify Cooperative of plans for any Material Modification to the DER Facility by providing at least twenty (20) Working Days of advance notice. A Material Modification is any modification to an interconnected DER Facility that changes the maximum electric output of the DER Facility or changes the Interconnection equipment. Examples include, but are not limited to: a) changing from certified to non-certified devices; and/or b) replacing a component with a component of different functionality or UL listing. Applicant shall provide this notification by submitting a revised Standard Application Form and such supporting materials as may be reasonably requested by the Cooperative. Applicant shall submit the revised Standard Application Form and supporting materials via the Portal. Applicant agrees not to commence any Material Modification to the DER Facility until the Cooperative has approved the revised Standard Application Form,

including any necessary Engineering Review or Distribution System Study. Cooperative shall indicate its written approval or rejection of a revised Standard Application Form within the number of Working Days shown in the table below. Upon completion of the application process, a new Standard Interconnection Agreement shall be signed by the Cooperative and Applicant prior to Parallel Operation. If the Cooperative fails to respond within the time specified in the table below, the completed revised Standard Application Form is deemed approved.

| <b>Working Days for Cooperative Response to Proposed DER Modifications</b> |                                    |                                                                     |
|----------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------|
| Category                                                                   | Export Capacity After Modification | Working Days for Cooperative Response to Proposed DER Modifications |
| 1                                                                          | 20 kW or less                      | 20                                                                  |
| 2                                                                          | Greater than 20 kW to 200 kW       | 40                                                                  |
| 3                                                                          | Greater than 200 kW to 1 MW        | 60                                                                  |
| 4                                                                          | Greater than 1 MW to 15 MW         | 60                                                                  |

- 6. Insurance.** Throughout the term of this Agreement, Applicant shall maintain liability insurance equal to or greater than the applicable amount in the table below, per occurrence, and shall name the Cooperative as an additional insured party in the liability insurance policy with thirty (30) day cancellation notice in the liability insurance policy. Applicant's insurance policy shall provide 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 DER Facility under this Agreement. The failure of Applicant or Cooperative to enforce the minimum coverage limit shall not relieve Applicant from: (i) maintaining such levels of insurance; or (ii) any liability.

| <b>Minimum Liability Insurance Coverage</b> |                              |                                      |
|---------------------------------------------|------------------------------|--------------------------------------|
| Category                                    | Generation Capacity          | Minimum Liability Insurance Coverage |
| 1                                           | 20 kW or less                | \$300,000.00                         |
| 2                                           | Greater than 20 kW to 200 kW | \$1,000,000.00                       |
| 3                                           | Greater than 200 kW to 1 MW  | \$2,000,000.00                       |
| 4                                           | Greater than 1 MW to 15 MW   | Negotiated                           |

- 7. Indemnification.** Applicant shall indemnify, hold harmless, and defend the Cooperative, its officers, directors, employees and agents from and against any and all claims, suits, liabilities, damages, costs and expenses resulting from the installation, operation, modification, maintenance, or removal of the DER Facility. Applicant's liability shall be limited to direct actual damages, and all other damages at law or in equity shall be waived.
- 8. DER Facility Commissioning Testing.** Applicant shall notify Cooperative in writing that installation of the DER Facility is complete and is in compliance with all applicable codes and standards, including any necessary state and local government inspections, and all requirements set forth in the IRWEC and TSM, and that the interconnection equipment is available for testing by Cooperative. Upon receiving the notification from Applicant, the Cooperative shall have ten (10) Working Days to complete the following: i) find a mutually agreed upon time to conduct Commissioning Tests in accordance with the procedures in the IRWEC and Cooperative's TSM; or ii) waive its right, in writing, to witness or verify the Commissioning Tests. Applicant shall provide Cooperative with the results of any required test within five (5) Working Days of the completion of the test. Unless it waived its rights in writing, Cooperative shall notify the applicant within five (5) Working Days of its approval or disapproval of the Interconnection.
- 9. Access to DER Facility.** Applicant shall permit (and, if the land on which the DER Facility is located is not owned by Applicant cause such landowner to permit) Cooperative's employees and agents to enter the property on which the DER Facility is located at any reasonable time for the purposes of inspecting, witnessing testing and/or testing Applicant's DER Facility to ensure its continued safe and satisfactory operation and the accuracy of Cooperative's meters. Such inspections shall not relieve Applicant from its obligation to maintain the DER Facility and any related equipment owned by Applicant in safe and satisfactory operating condition.
- 10. Disconnection of DER Facility.** Cooperative may disconnect and may refuse to connect or reconnect a DER Facility from the Distribution System under any of the following conditions: i) lack of approved Standard Application Form or Interconnection Agreement; ii) termination of Interconnection by mutual agreement; iii) non-compliance with the technical or contractual requirements outlined in the IRWEC, TSM, the Cooperative's service standards, the Cooperative's policies, or this Agreement; iv) Distribution System emergency; v) routine maintenance, repairs, and modification, but only for a reasonable length of time necessary to perform the

required work and upon reasonable notice; vi) Unapproved Material Modification; or vii) other conditions as identified in the TSM.

**11. Dispute Procedures.** The Parties will attempt in good faith to resolve disputes arising out of the Interconnection process and associated studies and Interconnection Agreements. If initial good faith efforts to resolve a dispute do not succeed, the Parties will follow the Cooperative's established dispute resolution process.

**12. Amendment; Non-Waiver.** Any amendment or modification of this Agreement shall be in writing and shall be executed by Applicant and Cooperative before taking effect. The failure of either Party 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 execution, by the Parties, and shall continue in effect until terminated by any of the following: i) mutual written agreement of the Parties; ii) abandonment or removal of the DER Facility by Applicant; iii) by Cooperative due to one or more of the conditions in Section 9 of this Agreement; iv) by Applicant upon thirty (30) Working Days prior written notice given to Cooperative.

**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 Cooperative, which consent shall not be unreasonably withheld by the Cooperative. Pursuant to Section 2.5 of the IRWEC, in the event of a Change of Ownership for real property where a DER Facility is located, Applicant's rights and obligations under this Agreement must be assigned to the new Owner after first obtaining the written consent of the Cooperative as described in the IRWEC.

**b. Assignment by Cooperative.** Cooperative shall have the right to assign this Agreement in whole upon written notification to Applicant.

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

**15. Relationship to IRWEC and TSM.** The Parties agree, for the avoidance of doubt, that i) this Agreement is intended to give effect to the provisions of the IRWEC and TSM, and ii) the IRWEC and TSM should be consulted in the event any provision of this Agreement requires interpretation or clarification.

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

**APPLICANT**

**Applicant:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

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

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

**COOPERATIVE**

**Cooperative:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

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

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