

Distributed Generation Interconnection Agreement (20 kW or less)

Distributed By

Name & Address

Polk Burnett Electric Cooperative
1001 State Road 35
Centuria WI 54824

Supplied By

Name & Address

This Distributed Generation Interconnection Agreement (the "Agreement"), is made and entered into this _____ (day) of _____ (month), _____ (year) by and between Polk-Burnett Electric Cooperative hereinafter called "Polk-Burnett" and _____ hereinafter called the "Member." Polk-Burnett and the Member are hereinafter collectively referred to as the "Parties" and individually as a "Party."

Recitals

- A. Polk-Burnett is the owner of the electric distribution system serving: _____
[Insert legal description of property or address] ("Polk-Burnett's Distribution System").
- B. Member 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 Polk-Burnett's Distribution System.
- C. Polk-Burnett 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 Polk-Burnett's Distribution System and Polk-Burnett 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 Polk-Burnett and (3) this Agreement.
- E. No agency or partnership is created with the interconnection of the applicant's DG Facility.

Agreement

NOW THEREFORE, in consideration of the foregoing Recitals and for good and valuable consideration, Polk-Burnett and Member 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.

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.

3. Interconnection Disconnect Switch.

Polk-Burnett may 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 State Electrical 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 Polk Burnett Electric Cooperative personnel, and shall be capable of being locked in the open position. The Member shall follow Polk-Burnett's recommended switching, clearance, tagging, and locking procedures.

4. Modifications to the DG Facility.

Member shall notify Polk-Burnett 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 Polk-Burnett. Member agrees not to commence installation of any material modification to the DG Facility until Polk-Burnett has approved the revised Application. Polk-Burnett 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 the following insurance:

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 Polk-Burnett. The failure of the Member or Polk-Burnett 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 Polk-Burnett 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. Member's and Polk-Burnett'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.

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

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 land owner to permit) Polk-Burnett'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 Polk-Burnett'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.

Polk-Burnett 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 Polk-Burnett, Member shall disconnect the DG Facility to permit Polk-Burnett to perform routine repairs and maintenance to Polk-Burnett's Distribution System, or to install modifications thereto.

10. Disconnection of a DG Facility without Notice.

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

- a. Termination of this Agreement;
- b. If, in Polk-Burnett's reasonable judgment, the DG Facility fails to comply with the Design Requirements specified in Wisconsin Administrative Code §§ PSC 119.20 and PSC 119.25.
- c. In the event of an emergency on Polk-Burnett's Distribution System; 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 Polk-Burnett.

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

11. Disputes; Right to Appeal to PSCW.

Nothing in this agreement prevents Member from filing a petition with the Public Service Commission of Wisconsin to appeal any requirement imposed by Polk-Burnett as a condition to interconnection of the DG Facility, that Member alleges is unreasonable.

12. Amendments; Non-Waiver.

Any amendment or modification to this Agreement must be in writing and executed by Member and Polk-Burnett. The failure of Member or Polk-Burnett 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 Member;
- c. By Polk-Burnett pursuant to Section 10 of this Agreement; By Member upon thirty (30) working days prior written notice given to Polk-Burnett.

14. 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 Polk-Burnett which consent shall not be unreasonably withheld or unduly delayed. Polk-Burnett 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 Polk-Burnett. Polk-Burnett 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 Parties.

15. Member and Polk-Burnett Signature.

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

Member Signature

Title

Date

Polk-Burnett

Title

Date