

Distributed Generation Interconnection Agreement (40 kW or less)

Distributed By	Supplied by
Name & Address	Name & Address
Chippewa Valley Electric Cooperative P.O. Box 575 Cornell, WI 57432	

**This Distributed Generation Interconnection Agreement (the “Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Chippewa Valley Electric Cooperative, hereinafter called “CVEC” and \_\_\_\_\_, hereinafter called the “Member”. CVEC and the Member are hereinafter collectively referred to as the “Parties” and individually as a “Party”.**

**Recitals**

- A. CVEC is the owner of the electric distribution system serving, (Insert legal description of property or address), \_\_\_\_\_
- B. Member desires to install a Distributed Generation (DG) facility or energy storage device with a capacity 40 kW or less, including related interconnection equipment (the “DG Facility”) and to interconnect the DG Facility to CVEC’s distribution system.
- C. CVEC has previously reviewed and approved the 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 CVEC’s distribution system and CVEC is willing to permit such interconnection.
- 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, CVEC and Member agree as follows:

**1. Design and Operation Requirements.**

The DG Facility shall be installed and operated in compliance with the specifications set forth in the Application, the Cooperative’s policies and operational standards, and all applicable laws and regulations. If Member is enrolled in CVEC’s Dual Fuel program, Member acknowledges

that only Parallel Dual Fuel Metering may be used. If Member has subtractive/CT metering, Member must convert to Parallel Dual Fuel Metering (via a Double Pedestal) at Member's expense. Contact CVEC for details.

## **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 meets all applicable National Electric Code (NEC) requirements, specifically Article 690, and Wisconsin Administration Code Chapter PSC 119 Rules For Interconnecting Distributed Generation Facilities. A notarized wiring affidavit signed by a Master Electrician must be submitted with this Agreement.
- d. The DG Facility has been installed to Member's satisfaction;
- e. Member has been given warranty information and an operation manual for the DG facility;
- f. Member has been adequately instructed in the operation and maintenance of the DG Facility;
- g. The DG Facility is prepared to generate electricity in parallel with CVEC; and
- h. The Member shall operate the DG Facility in compliance with all policies and operational standards of CVEC.

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

Member shall furnish and install an interconnection disconnect switch that opens all ungrounded poles of the interconnection circuit with a visual break. The interconnection disconnection 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 Safety Code, Volume 2, Chapter Comm 16. The switch shall be properly grounded. The interconnection switch shall be accessible at all times, located near the main electric meter for ease of access to CVEC personnel, and shall be capable of being locked in the open position.

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

Member shall notify CVEC of plans for any material modification to the DG Facility 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 CVEC. Member agrees not to commence installation of any material modification to the DG Facility until CVEC has approved the revised Application. CVEC shall indicate its written approval or rejection of any revised Application within twenty (20) days after it receives the completed Application and supporting materials.

#### **5. Insurance.**

Throughout the term of the Agreement, Member shall carry a liability insurance policy that provides protection against claims for damages 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 \$300,000.00 per occurrence 20 kW or less and at least \$1,000,000.00 per occurrence more than 20kW. The failure of the Member or CVEC to enforce 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 the Agreement Member shall provide CVEC with a certificate of insurance containing a minimum of 30-day notice of cancellation. Member shall name CVEC 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 CVEC'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.

#### **DG Facility Testing and Power Quality.**

Commissioning tests:

Member shall notify CVEC in writing that installation of the DG Facility is complete and that the interconnection equipment is available for testing by CVEC at least fifteen (15) working days

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

**Initial commissioning test completed on:** \_\_\_\_\_

(date & initials of CVEC Representative)

Anti-islanding tests:

The member must test the DG Facility for Anti-islanding every other year to ensure that the equipment is operating correctly. The member shall document and maintain records of said test.

Power Quality:

The power quality, frequency, voltage and harmonics of the DG Facility must be compatible with the central station electricity provided by CVEC. 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 the DG Facility.

**8. Access to DG Facility.**

Member shall permit (and, if the land on which the DG facility is located is not owned by the Member, cause such land owner to permit) CVEC'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 continue safe and satisfactory operation and the accuracy of CVEC'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.

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

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

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

- a. Termination of this Agreement;
- b. If, in CVEC'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 CVEC'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 CVEC.

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

#### **11. Amendments; Non-Waiver.**

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

#### **12. Term of Agreement.**

This agreement shall become effective 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 CVEC pursuant to Section 10 of this Agreement;
- d. By Member upon thirty (30) working days prior written notice given to CVEC.

**13A Rates and Purchase Rights of the DG Output. (20kW or less)**

- a. The rate for sales and purchases of electricity may change due to Cooperative rate changes.
- b. CVEC shall bill the member for the net excess of electrical energy supplied by CVEC above the electrical energy supplied by the DG Facility during the billing month.
- c. When the net electricity generated by the DG Facility exceeds that supplied by CVEC during a billing month, CVEC will apply a credit to the Member's bill for the value of such electricity, up to the Kwh purchased for the month. The rate used for credits shall be the same as the rate energy is purchased at. Energy delivered in excess of the number of Kwh purchased for the month will be credited at the average avoided cost of the month, as provided by Dairyland Power.
- d. A monthly reconciliation of the DG Facility's energy account will be performed. When payment is due to the Member, it will appear as a credit balance on the account.
- e. CVEC shall be granted all renewable attributes/rights under Federal, State and/or Local law(s) associated with its purchase of the DG Facility output from Qualified Renewable Distributed Generation systems.

**13B Rates and Purchase Rights of the DG Output. (Greater than 20kW & less than/equal to 40kW)**

- a. Energy will be purchased at "avoided cost" rather than on a net metered basis and the member shall retain renewable attributes/rights (if any) under federal, state or local laws associated with the energy. "Avoided cost" as used in this paragraph or otherwise in this agreement will be determined monthly by Dairyland Power Cooperative as the Cooperative's wholesale power supplier.

**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 CVEC, which consent shall not be unreasonably withheld or unduly delayed. CVEC may withhold its consent to any proposed assignment if the proposed assignee fails to assume the obligations of the Member under this Agreement in writing.
- b. Assignment by CVEC. CVEC 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 CVEC Signatures.**

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

Member Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

CVEC Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_