

Distributed Generation Interconnection Agreement (20kW_{AC} or less)

Distributed By

Name & Address

Pierce Pepin Cooperative Services
PO Box 420
W7725 US Highway 10
Ellsworth, WI 54011

Supplied By

Name & Address

Account: Member #:

This Distributed Generation Interconnection Agreement (the "Agreement"), is made and entered into this Twenty-eighth (day) of April (month), twenty thousand twenty-one (year) by and between Pierce Pepin Cooperative Services hereinafter called "Pierce Pepin" and _____ hereinafter called the "Member." Pierce Pepin and the Member are hereinafter collectively referred to as the "Parties" and individually as a "Party."

Purpose

This Agreement establishes interconnection to the Pierce Pepin electrical distribution system. This Agreement is not a contract for purchase of energy, capacity, storage or obligation other than stated in the Agreement. Pierce Pepin retains its rights to modify policies, rates, and related operational practices without amended to this Agreement. The return of investment, cost/benefit ratios, and any other financial or like decisions are the responsibility of Member. Pierce Pepin is not contractually obligated to meet or perform to arrangements real or assumed that Member has utilized in making decisions. This agreement is not an exhaustive list of all policies and procedures, policies are available to members and are subject to change with board approval.

Recitals

- A. Pierce Pepin is the owner of the electric distribution system serving _____ ("Pierce Pepin's Distribution System").
- B. Member desires to install a Distributed Generation (DG) facility or energy storage device with a capacity of 40kW or less, including related interconnection equipment (the "DG Facility") and to interconnect the DG Facility to Pierce Pepin's Distribution System.
- C. Pierce Pepin has previously reviewed and approved the Member's DG Interconnection Application Form dated March 2, 2021 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 Pierce Pepin's Distribution System and Pierce Pepin 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, Pierce Pepin 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, Pierce Pepin's policies and operational standards as may be amended from time to time and all applicable laws and regulations.

Pierce Pepin Cooperative Services

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 Member's satisfaction.
- d. Member has been given warranty information and an operation manual for the DG Facility (as applicable).
- 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 Pierce Pepin.
- g. The Member shall operate the DG Facility in compliance with all policies and operational standards of Pierce Pepin.

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 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 near the main electric meter for ease of access to Pierce Pepin personnel, and shall be capable of being locked in the open position.

4. Modifications to the DG Facility.

Member shall notify Pierce Pepin of plans for any modification to the DG Facility by providing at least twenty (20) working days advance notice prior to the modification to permit Pierce Pepin to determine, in its sole discretion, whether the modification is a "material modification". Pierce Pepin shall either request additional information from Member or inform Member of its determination of whether the modification is a material modification within seven working (7) day of receiving the notification. 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). If Pierce Pepin determines that a modification is a material modification, Member shall provide a completed, a, revised Application and provide such supporting materials as may be reasonably requested by Pierce Pepin. Member agrees not to commence installation of any material modification to the DG Facility unless and until Pierce Pepin has approved the revised Application and the Member has executed a new Interconnection Agreement. Pierce Pepin 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 Applicant's ownership and/or operation of the DG Facility under this Agreement. The limits of such policy shall be at least \$500,000.00 per occurrence. Pierce Pepin's failure to enforce the minimum levels of insurance shall not constitute a waiver of this requirement or relieve Member of any liability. Prior to execution of this Agreement applicant shall provide Pierce Pepin with a certificate of insurance with Pierce Pepin Cooperative Services added as a Certificate Holder on the 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 Pierce Pepin'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.

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7. DG Facility Testing and Power Quality.

a. Commissioning tests:

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

Initial commissioning test completed on: (date & initial)

b. Anti-islanding tests:

After Commissioning, Pierce Pepin employees or agents may, from time to time and at Pierce Pepin's expense, test the DG Facility for Anti-Islanding to ensure that the interconnection does not create a safety or reliability risk on Pierce Pepin's distribution system and the member will cooperate with such testing. If after Commissioning member requests such testing, PPCS 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 the Cooperative, with the central station electricity provided by the Cooperative. 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. Pierce Pepin's may consider additional safety and power quality standards in its discretion to ensure that the DG Facility does not create a safety or reliability risk on Pierce Pepin'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) Pierce Pepin'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 ensure its continued safe and satisfactory operation and the accuracy of Pierce Pepin'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. Pierce Pepin 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 Pierce Pepin, Member shall disconnect the DG Facility to permit Pierce Pepin to perform routine repairs and maintenance to Pierce Pepin's Distribution System, or to install modifications thereto.

10. Disconnection of a DG Facility without Notice.

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

- a. Termination of this Agreement;
- b. If, in Pierce Pepin's reasonable judgment, the DG Facility fails to comply with the design requirements specified in the Application, applicable Pierce Pepin operational standards or law;
- c. In the event of an emergency on Pierce Pepin'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 Pierce Pepin.

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

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11. Ownership of Environmental Attributes of Purchased Energy

Pierce Pepin 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 20kW_{ac} or less. Member shall execute any further documentation reasonably requested by Pierce Pepin in the exercise of its rights under this section.

12. 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 Pierce Pepin pursuant to Section 10 of this Agreement;
- d. By either party upon thirty (30) working days prior written notice given to the other party.

13. 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 Pierce Pepin. The failure of Member or Pierce Pepin 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.

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 Pierce Pepin, which consent shall not be unreasonably withheld or unduly delayed. Pierce Pepin 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 Pierce Pepin:

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 Parties.

15. Cooperative rates and fees

Nothing herein shall limit or modify any Pierce Pepin rate or fee, nor does this Agreement in any way limit the ability of Pierce Pepin 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 Pierce Pepin have executed this Agreement as of the year and date first set forth above.

Member Signature: _____ **Date:** _____

Member Signature: _____ **Date:** _____

Title: Homeowner

Pierce Pepin Signature: _____ **Date:** _____

Title: VP, Engineering & Operational Technology

Pierce Pepin Cooperative Services

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Exhibit 1 – *Distributed Generation Application*

INFORMATION ONLY

Pierce Pepin Cooperative Services