

**Appendix IX
Distributed Generation Interconnection Agreement
(Generation 20 kW or less)**

THIS AGREEMENT, made and entered into this _____(date) day of _____(month), _____(year) by and between _____(the electricity provider), hereinafter called the “Company³” and _____ hereinafter called the “Applicant”.

Technical Requirements

- 1) The generating and interconnection system must be compliant with all applicable national, state, local construction and safety codes, and performance standards, as stated in the Distributed Generation Interconnection Guidelines for Wisconsin Electric Utilities, in effect at the time of signing this agreement.

The following certifies that the distributed generation system’s interconnection systems meet all applicable performance requirements (as stated in the Distributed Generation Interconnection Guidelines for Wisconsin Electric Utilities). For type tested inverters/generators, the manufacturer’s representation that the interconnection system is type tested will suffice, and no signature is required.

Signed: _____
(Licensed Electrical Contractor, Professional Engineer or Municipal Electrical Inspector⁴)
Date: _____
Name (printed): _____
Wisconsin License Number: _____
Daytime Phone: _____
Mailing Address: _____

- 2) The Applicant shall furnish and install a manual disconnect switch that has a visual break as appropriate to the voltage and current levels, as stated in the Distributed Generation Interconnection Guidelines for Wisconsin Electric Utilities, accessible to Company personnel, and capable of being locked in the open position⁵. The disconnect switch shall be clearly labeled.
- 3) The Applicant shall notify the Company of any plans for material modifications⁶ to the facilities prior to actually undertaking such modifications. The Applicant agrees not to commence any such changes until the Company has approved the plans. The Company shall indicate its written approval or rejection of proposed changes within 30 days after the receipt of the Applicant’s notice of such proposed changes.

³ The Company is defined as “ _____ ” (the electricity provider), its parent, affiliates, and subsidiary companies their officers, agents, employees, successors, insurers, contractors and assignees.

⁴ When Wisconsin has instituted a distributed generation installer certification program(s) (e.g., the Institute for Sustainable Power program) installers certified by this process will also be to certify safety, construction and performance aspects of small (i.e., 20 kW and less) distributed generation systems.

⁵ In some circumstances this requirement may be waived with utility approval.

⁶ Material modifications are defined as changing maximum output or major components of interconnection equipment.

Liability and Indemnity

- 4) The Applicant shall carry throughout the term of this Agreement a general liability insurance policy that shall provide protection against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage arising out of the operation of the Applicant's generation system under this agreement.

The Applicant shall maintain general liability insurance with limits of at least \$300,000 per occurrence or prove financial responsibility. If the site owner or the operator is a different party than the applicant, then they shall also maintain general liability insurance with limits of at least \$300,000 per occurrence or prove financial responsibility.

The Applicant, (Site Owner and/or Operator, if different) shall provide a Certificate of Insurance, containing 30-day notice of cancellation, evidencing the above noted coverage to be in place.

- 5) Indemnification: _____ **Company** and **Applicant** _____ each agree to defend (with counsel acceptable to the Indemnified Party), protect, indemnify and hold harmless the Indemnified Party and its directors, officers, employees, affiliates and agents from and against any and all liabilities, obligations, losses, actions, judgments, suits, claims, costs (including attorney's fees and associated costs of litigation or other form of dispute resolution), expenses, and damages of any kind, including, but not limited to direct, indirect, incidental, consequential, special, punitive, loss of profits or business interruption damages, which may be imposed on, incurred by, or asserted against the Indemnified Party or its directors, officers, employees, affiliates or agents in any manner for personal or bodily injury, death, or damage to or destruction of property resulting from, and only to the extent attributable to, the fault, action, omission, negligence (including contributory negligence), strict liability, intentional or willful tort or misconduct of the non-Indemnified Party or its directors, officers, employees, affiliates or agents relating to or arising out of performance of this Agreement by the non-Indemnified Party or its directors, officers, employees, affiliates or agents.

The duty of each Party to so indemnify the other Party under this Section 5 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement with respect to any event or condition that occurred prior to such expiration or termination.

Generation System Testing

- 6) The Applicant shall notify the Company in writing before the initial energizing or start-up testing of the Applicant's generating equipment.
- 7) The Company reserves the right to witness the testing of the interconnection system⁷.
- 8) Any initial Company testing shall be completed within ten (10) business days **after applicant has notified the Company (item 6) that the generation system's installation is complete. If the Company waives their right to test the interconnected system, the**

⁷ Testing of protective systems may include procedures to functionally test all protective elements of the systems up to and including tripping of the generator and/or Point of Interconnection. An automatic shutdown test maybe implemented to ensure that the unit shuts down with the loss of Utility service. Testing may verify all protective set points and relay/breaker trip timing.

Applicant may interconnect upon notification by the Company or ten business days after the applicant notified the Company that the system's installation is complete.

Access to and Disconnection and Reconnection of Generator

- 9) The Applicant shall permit Company employees to enter his/her property at any reasonable time for the purposes of inspecting or testing his/her interconnection equipment to ensure it's continued safe and satisfactory operation and the accuracy of meters. Such inspections shall not relieve the Applicant from his/her obligation to maintain his/her equipment in safe and satisfactory operating condition
- 10) When the Company so requests, the Applicant shall discontinue parallel generation operation and the Company may isolate the parallel generation system, without notice at times that:
 - (a) The Applicant's interconnection agreement has been terminated.
 - (b) The Applicant's generation system is non-compliant with the technical requirements.
 - (c) The Company's distribution system has an emergency.
 - (d) Company's distribution system requires routine maintenance, repairs, or modifications.
 - (e) The Applicant's application and interconnection agreement has not been approved.

The Applicant's parallel generation system shall remain isolated until, in the judgement of the Company, the Applicant's system meets the contractual and technical requirements, and the Company's distribution system in functioning in a safe manner.

Governing Law

- 11) The Applicant and the Company shall abide by and be subjected to the applicable tariffs of the Company as filed with and approved by the Public Service Commission of Wisconsin (PSCW), as well as the Wisconsin Statutes and the rules and regulations of the Wisconsin Administrative Code.
- 12) The Applicant may appeal to the PSCW should any requirements for interconnection of a parallel generating system be considered excessive or unreasonable.

Amendments, Modifications or Waivers

- 13) Any amendments or modifications to this agreement shall be in writing and agreed by both parties. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same.

Terms of Agreement

- 14) This agreement shall become effective immediately upon the execution hereof and shall continue in effect until terminated by either party upon thirty (30) days prior written notice given by the other party.
- 15) This agreement shall be binding upon the personal representatives, heirs, successors and assigns of the respective parties hereto.
- 16) By signing below, the applicant certifies that the installed generating equipment is accurately described in the attached "Application Form (Generation 20 kW or less)", and agrees to all terms in this interconnection agreement.

Applicant Signature

I agree to be bound by the terms of this Interconnection Agreement, and certify that, to the best of my knowledge, all the information provided in the attached Application, including all forms and attachments, is true and correct.

Applicant: _____ date: _____
(signature)

Company Signature

I hereby acknowledge receipt and completeness of this Interconnection agreement and the attached Application Forms.

Company: _____ By: _____
(signature)

Title: _____ Date: _____