Wright-Hennepin Cooperative Electric Association

A Touchstone Energy® Cooperative

UNIFORM CONTRACT

ABSTRACT

Interconnection agreement for net energy billing DER systems or DER systems up to 100 kW that are compensated at avoided cost.

WRIGHT-HENNEPIN COOPERATIVE ELECTRIC ASSOCIATIONUNIFORM CONTRACT FOR COGENERATION AND SMALL POWER PRODUCTION FACILITIES

THIS CONTRACT is entered into ____________________, 20___, by Wright-Hennepin Cooperative Electric Association (hereafter called "Cooperative") and ____________________ (hereafter called "QF").

RECITALS

The QF has installed electric generating facilities, consisting of ____________________ ______________________________ (Description of facilities), rated at ____kilowatts AC of electricity, on property located at ____ ____.

The QF is prepared to generate electricity in parallel with the Cooperative.

The QF's electric generating facilities meet the requirements of the rules adopted by the Cooperative on Cogeneration and Small Power Production and any technical standards for interconnection the Cooperative has established that are authorized by those rules.

The Cooperative is obligated under federal and Minnesota law to interconnect with the QF and to purchase electricity offered for sale by the QF.

A contract between the QF and the Cooperative is required.

AGREEMENTS

The QF and the Cooperative agree:

1. The Cooperative will sell electricity to the QF under the rate schedule in force for the class of member to which the QF belongs.

2. The Cooperative will buy electricity from the QF under the appropriate rate schedule approved by the Cooperative. The QF elects the rate schedule category hereinafter indicated:

<u>Applicable only to QF less than 40 kW.</u>

____ a. Average retail cooperative energy rate.

____ b. Simultaneous purchase and sale billing rate.

____ c. Roll-over credits.

____ d. Time-of-day purchase rates.

Applicable only to QF 40 kW – 100 kW.

____ a. Time-of-day purchase rates.

A copy of the presently approved rate schedule is attached to this contract.

3. The rates for sales and purchases of electricity may change over the time this contract is in force, due to actions of the Cooperative, and the QF and the Cooperative agree that sales and purchases will be made under the rates in effect each month during the time this contract is in force.

4. The Cooperative will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF, other than kilowatt-hour credits under clause 2(c), will be made under one of the following options as chosen by the QF.

____ a. Credit to the QF's account with the Cooperative.
____ b. Paid by check or electronic payment service to the QF within fifteen (15) days of the billing date.

5. Renewable energy credits associated with generation from the facility are owned by:
____.

6. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Cooperative.

7. The Cooperative's rules, regulations, and policies must conform to Minnesota Statue 216B.164 regarding Cogeneration and Small Power Production.

8. The QF will operate its electric generating facilities so that they conform to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.

9. The QF is responsible for the actual, reasonable costs of interconnection which are estimated to be $___________. The QF will pay the Cooperative in this way:

____

____

10. The QF will give the Cooperative reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Cooperative's side of the interconnection. If the Cooperative enters the QF's property, the Cooperative will remain responsible for its personnel.

11. The Cooperative may stop providing electricity to the QF during a system emergency. The Cooperative will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.

12. The Cooperative may stop purchasing electricity from the QF when necessary for the Cooperative to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Cooperative may stop purchasing electricity from the QF in the event the generating facilities listed in this contract are documented to be causing power quality, safety or reliability issues to the Cooperative's electric distribution system. The Cooperative will notify the QF before it stops purchasing electricity in this way:

____

____

13. The QF will keep in force general liability insurance, from a qualified insurance agency with a B+ or better rating by "Best", against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be __________.

14. The QF and Cooperative agrees to attempt to resolve all disputes arising hereunder promptly, equitably and a good faith manner.

15. In the event a dispute arises under this contract, refer to dispute resolution process in Cooperative Rules Implementing Minnesota Statute §216B.164.

16. This contract becomes effective as soon as it is signed by the QF and the Cooperative. This contract will remain in force until either the QF or the Cooperative gives written notice to the other that the contract is canceled. This contract will be canceled thirty (30) days after notice is given. If the listed electric generating facilities are not interconnected to the Cooperative's distribution system within twelve months of the contract being signed by the QF and the Cooperative, the contract terminates. The QF and the Cooperative may delay termination by mutual agreement.

17. Termination of this contract is allowed (i) by the QF at any time without restriction; (ii) by Mutual Agreement between the Cooperative and the QF; (iiI) upon abandonment or removal of electric generating facilities by the QF; (iv) by the electric generating facilities failing to operate for during any twelve (12) consecutive month period; (v) by the Cooperative if the QF fails to comply with applicable interconnection design requirements or fails to remedy a violation of the interconnection process; (vi) in the event of an emergency on the Cooperative's distribution system; (vii) or breach of this contract by QF unless otherwise cured upon written notice of the Cooperative.

18. This contract can only be amended or modified by mutual agreement in writing signed by the QF and the Cooperative.

19. The QF must notify the Cooperative prior to any change in the electric generating facilities' capacity size or generating technology according to the interconnection process adopted by the Cooperative.

20. In the event this contract is terminated, the Cooperative shall have the rights to disconnect its facilities or direct the QF to disconnect its generating facilities.

21. This contract shall continue in effect after termination to the extent necessary to allow either the Cooperative or the QF to fulfill rights or obligations that arose under the contract.

22. Transfer of ownership of the generating facilities shall require the new owners and the Cooperative to execute a new contract. Upon the execution of a new contract with the new owners this contract shall be terminated.

23. Neither the QF or the Cooperative will be considered in default as to any obligation if the QF or the Cooperative is prevented from fulfilling the obligation due to an act of God, labor disturbance, act of public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or other cause beyond the QF's or Cooperative's control. However, the QF or Cooperative whose performance under this contract is hindered by such an event shall make all reasonable efforts to perform its obligations.

24. The QF and the Cooperative shall at all times indemnify, defend, and save each other harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the QF's or the Cooperative's performance of its obligations under this contract, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the QF or the Cooperative.

25. The QF's and the Cooperative's liability to each other for failure to perform its obligations under this contract shall be limited to the amount of direct damage actually occurred. In no event, shall the QF or the Cooperative be liable to each other for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

26. The Cooperative does not give any warranty, expressed or implied, to the adequacy, safety, or other characteristics of the QF's interconnected system.

27. The Cooperative and the QF will each be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof.

THE QF AND THE COOPERATIVE HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE LISTED BY SIGNER.

QF

By:______________________________

MEMBER__________________________

DATE: ___________________________

COOPERATIVE

By:______________________________

Timothy J. Sullivan

President & CEO

DATE: ___________________________

Contract Version: *February 14, 2019*