



Distributed Energy Resource Interconnection and Operation Agreement

Interconnection Agreement

(Distributed Energy Resource)

THIS INTERCONNECTION AGREEMENT (“Agreement”) is entered into this day of _____ (“Effective Date”) by and between Rock Energy Cooperative, a corporation existing under the laws of the State of Wisconsin, (“Cooperative”), and _____ an Interconnection Customer organized and existing under the laws of the State of _____ (“Interconnection Customer”), and, if different from the Interconnection Customer, _____, the holder or proprietor of land on which the Distributed Energy Resource and Interconnection Facilities reside (“Property Owner”). Cooperative, Interconnection Customer, and Property Owner are sometimes also referred to in this Agreement collectively as (“Parties”) or individually as (“Party”).

RECITALS

WHEREAS, the Interconnection Customer and Property Owner are in good standing with the Cooperative, as defined by the Cooperative’s bylaws and policies; and,

WHEREAS, the Interconnection Customer desires to interconnect and operate in continuous parallel a Distributed Energy Resource (“DER”) with the Cooperative’s electric distribution system; and,

WHEREAS, for the purpose of this Agreement, the Distributed Energy Resource is a renewable resource that is ultimately derived from solar power, hydro power, or wind power. A renewable resource does not include petroleum, nuclear, natural gas, coal, or similar hydrocarbon.

WHEREAS, for the purpose of this Agreement, “interconnection” means establishing an electric connection between a DER and the Cooperative’s electric distribution system. “Operate in continuous parallel” means generating electricity from a DER that is electrically connected to the Cooperative’s electric distribution system; and,

WHEREAS, the Property Owner acknowledges that the Cooperative will require access to the DER and corresponding Interconnection Facilities located on Property’s Owner’s land and is agreeing under this Agreement to permit such access; and,

WHEREAS, the interconnection of the DER with the Cooperative’s electric distribution system is subject to this Agreement, the corresponding Parallel Generation Application, the corresponding Engineering and Distribution Study Results, the Cooperative’s Interconnection Technical Standards, applicable industry standards, and applicable Cooperative rules and Cooperative bylaws, as well as approved by the appropriate

governing and regulatory entities, as applicable; and,

THEREFORE, in consideration of the above recitals, the mutual covenants contained herein and for good and valuable consideration, the Parties agree as follows:

AGREEMENT

I. Description of Distributed Energy Resource Interconnection

A. The DER and Interconnecting Facilities under this Agreement are built as depicted in the site plan, single-line diagram, and protection schematic diagram, attached to this Agreement under Appendix A, Appendix B, and Appendix C. The general operating and equipment parameters are as follows:

- i. Single or Three Phase: _____
- ii. Type of DER System: _____
- iii. Nameplate Capacity Rating of DER System: _____ kW-AC
- iv. Equipment Specification 1 Make: _____ Model: _____
- v. Equipment Specification 2 Make: _____ Model: _____

B. The DER and Interconnecting Facilities are located on the described property:

- i. County: _____
- ii. County Tax ID or Parcel ID (if available): _____
- iii. Legal Land Description

- iv. Property Owner: _____
- v. Street Address: _____
- vi. City/State/Zip Code: _____

II. Definitions

- A. Enter Service Ramp Rate – Linear rate at which the DER increases its output measured from 0% to 100% nameplate capacity. For example, an Enter Service Ramp Rate of 300 seconds for a DER with a 5,000-kW nameplate rating is 1,000 kW per second.
- B. Emergency Condition – A condition or situation that is imminently likely to endanger life or property, cause a material adverse effect on the security of the Cooperative’s electric distribution system or cause damage to the Cooperative’s electric distribution system, Cooperative Member system, Interconnection Customer system, or other Interconnection Customer System.
- C. Interconnection Customer – Owing entity of a DER that is electrically interconnected with the Cooperative’s distribution system. This must be a Cooperative member.
- D. Interconnection Facilities – Collectively, Interconnection Facilities include all facilities and equipment between the DER and Cooperative’s electric distribution system.
- E. Interconnection Technical Standards – The Cooperative’s documented standards identifying requirements for DERs and corresponding Interconnection Facilities that are electrically interconnected with the Cooperatives electric distribution system.
- F. Member – Electric customer of the Cooperative.
- G. Property Owner – The individual, individuals, or entity listed as on the property title of which the DER and corresponding Interconnected facilities are located.
- H. Point of Common Coupling (PCC) - The point where the Interconnection Facilities connect with the Cooperative’s electric distribution system.
- I. Renewable Energy Resource – A resource that naturally replenishes and is ultimately derived from solar power, hydro power, or wind power. Renewable Energy Resources include:
 - a. Biomass
 - b. Solar and solar thermal energy
 - c. Wind energy
 - d. Kinetic energy of moving water, including all the following
 - Waves, tides, or currents
 - Water released through a dam
 - e. Geothermal energy
 - f. Thermal energy produced from a geothermal heat pump
 - g. Any of the following cleaner energy resources

- Municipal solid waste, including the biogenic and anthropogenic fractions
- Landfill gas produced by municipal solid waste
- Fuel that has been manufactured in whole or significant part from waste, including, but not limited to, municipal solid wastes

J. SCADA– Supervisory control and data acquisition system.

III. Scope and Limitations of Agreement

- A. This Agreement is intended to provide for the Interconnection Customer to interconnect at the Point of Common Coupling (PCC) and operate a DER in parallel with the Cooperative's electric distribution system of the type, nameplate rating, and location as described in Section I.
- B. This Agreement, in conjunction with the Cooperative's policies, service rules, and rate schedules, governs the terms and conditions under which the Interconnection Customer's DER will interconnect, and operate in parallel, with the Cooperative's electric distribution system. Any material violation of this Agreement, or such policies, service rules, or rate schedules by the Interconnection Customer shall be deemed an event of Default.
- C. If the Interconnection Customer is not the Property Owner, the Property Owner must also be a Party of this Agreement.
- D. Nothing in this Agreement is intended to affect any other agreements between the Cooperative, the Interconnection Customer, and the Property Owner.
- E. This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's energy. The purchase or delivery of energy and other services that the Interconnection Customer may require will be covered under a separate agreement or the Cooperative's rate schedule, if any.

IV. Effective Date, Term, and Termination

- A. This Agreement shall become effective upon the Effective Date and shall continue in effect until terminated by any of the following:
 - 1. Mutual written agreement of the Parties;
 - 2. Abandonment or removal of the DER by the Interconnecting Customer;
 - 3. By the Cooperative due to a Default by the Interconnecting Customer or Property Owner that is not cured within sixty (60) days of the Cooperative giving written notice thereof;

4. By the Interconnecting Party or the Property Owner upon thirty (30) days prior written notice given to the other Parties.
- B. Upon termination of this Agreement, the DER will be disconnected from the Cooperative's electric distribution system. All costs required to effectuate such disconnection shall be borne by the Interconnecting Customer.
- C. The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of the termination.
- D. All rights and obligations under this Agreement which, by their express terms or nature and context, are intended to survive the termination or expiration of this Agreement shall so survive any such termination or expiration.

V. Design, Installation, Permitting, Inspection, and Commissioning

- A. The Interconnection Customer shall be responsible for the design and installation of the DER. The design and installation shall protect the Interconnection Customer's equipment and service from the Cooperative's distribution system and the Cooperative's distribution system from the DER. Such protective equipment specifications and design shall be consistent with the Cooperative's Interconnection Technical Standards. The Interconnection Customer will assume any loss, liability or damage caused by the lack of or failure to provide the necessary protection.
- B. The Interconnection Customer shall be responsible for obtaining and maintaining any required governmental authorizations and/or permits, which may include, but shall not be limited to, easements (for construction, maintenance, operating, tree clearing, etc.), environmental, water quality, and necessary rights-of-way for installation and maintenance of the Interconnection Facilities. The Interconnection Customer shall reimburse Cooperative for its costs and expenses to acquire easements and permits required to accommodate the DER interconnection.
- C. Prior to the DER and Interconnection Facilities operating in continuous parallel with the Cooperative's distribution system, the Interconnection Customer shall provide satisfactory evidence to the Cooperative that it has met the Cooperative's Interconnection Technical Standards and all applicable laws and regulations, including but not limited to certification of a Wisconsin licensed professional engineer on Large DG projects (greater than 100 kW) and approval from the local authority having jurisdiction, if any. The Cooperative's acceptance, or denial, of such evidence under this Agreement in no way serves as a waiver or otherwise relieves the Interconnection Customer of its obligation under this Agreement.

- D. The Interconnection Customer shall perform operational testing of the DER and Interconnection Facilities prior to the commencement of continuous parallel operation. At least five (5) business days in advance, the Interconnection Customer shall arrange for a mutually agreeable time with the Cooperative for witnessing the final commissioning tests. The Cooperative may, but is not required to, send qualified personnel to the DER facility to inspect the facility and observe tests designed to demonstrate the facility's compliance with the Cooperative's Interconnection Technical Standards. Upon completion of inspection and witness testing of systems greater than 100 kW, the Interconnection Customer shall provide the Cooperative with a written report explaining all test results, including a copy of the DER commissioning test report.
- E. The Interconnection Customer shall provide the Cooperative 'as built' electrical drawings as well as 'as left' DER and Interconnection Facilities settings whenever they differ from the equipment's default settings. Documents and settings shall be mailed to the Cooperative at the address provided under the Notices section of this Agreement.
- F. The Interconnection Customer must receive written authorization from the Cooperative before making any change to the DER that may have a material impact on the safety or reliability of the Cooperative's electric distribution system. Such authorization shall not be unreasonably withheld if the modification is not a Material Modification. Material Modifications, including an increase nameplate rating or capacity, may require the Interconnection Customer to submit a new Interconnection Application. If the Interconnection Customer makes such modification without the Cooperative's prior written authorization, the Cooperative shall have the right to disconnect the DER until an Interconnection Application has been approved and written authorization has been provided by the Cooperative.

VI. Operation, Maintenance, and Periodic Tests

- A. The Interconnection Customer's DER shall not operate in continuous parallel with the Cooperative's electric distribution system without prior written authorization from the Cooperative.
- B. The Interconnection Customer shall operate and maintain the DER and Interconnection Facilities in a safe and prudent manner and in conformance with the Cooperative's Interconnection Technical Standards and all applicable laws and regulations.
- C. The Interconnection Customer shall conduct periodic tests of the DER and Interconnection Facilities in accordance with the manufacturer's specifications. If no testing interval is provided, testing shall occur every two (2) years to verify the calibration indicated on the latest settings document issued to the Cooperative. Tests may be conducted or witnessed by the Cooperative at the Interconnection

Customer's sole expense. The results of such tests shall be provided within formal written report to the Cooperative upon request.

- D. The Cooperative may request, at any time, inspection and testing of the DER and Interconnection Facilities to verify that settings and required protective equipment are in service, properly maintained, and calibrated to provide the intended purpose. Such inspection and testing shall be at the sole expense of the Interconnection Customer. This inspection may also include a review of Interconnection Customer's pertinent operations, maintenance, and testing records.
- E. Inspection, testing and/or approval by the Cooperative or the omission of any inspection, testing and/or approval by Cooperative pursuant to this Agreement shall not relieve the Interconnection Customer of any obligations or responsibility assumed under this Agreement.

VII. Additional Design and Operation Parameters

- A. (For Three Phase Interconnection Customers only) It is the Interconnection Customer's responsibility to prevent voltage imbalance and damage to their own equipment when installing single-phase inverter(s) with single phase protection &/or disconnecting means for the DER on a three-phase service. The required protection method for this type of interconnection is three-phase tripping for a single phasing event. In the event the Interconnection Customer chooses to opt out of three phase protection recommendations, the Interconnection Customer shall be responsible for any and all damages that may occur on their system as well as the Cooperative's distribution system.
- B. The three phase Interconnection Facilities shall be designed and operated as a four-wire wye solidly grounded neutral source. When, at the Cooperative's sole discretion, a properly sized grounding transformer will be required, it shall be purchased and provided by the Interconnection Customer and installed so the Cooperative's distribution system is effectively grounded following the loss of the Cooperative's source and prior to the DER's cease of energization.
- C. When applicable, the Interconnection Facilities shall be able to detect the loss of the above-mentioned grounding transformer and trip the interconnection breaker under such loss condition. In other words, the DER shall be disconnected from the Cooperative's distribution system if the grounding transformer is disconnected from the Interconnection Facilities.
- D. The Interconnection Customer shall curtail electrical energy output to avoid reverse power flow at the Cooperative's distribution substation high voltage bus. If reverse power flow at the Cooperative's distribution substation high voltage bus is detected, the Cooperative has the right to disconnect the DER from the Cooperative's distribution system until a time when conditions on the Cooperative's distribution system are such that operation of the DER would not result in reverse power flow at the

distribution substation's high side voltage bus. Should any modifications to the Cooperative's distribution system be required in order to produce these conditions, the Interconnection Customer would be responsible for the cost of administering such modifications.

- E. The Interconnection Customer shall curtail electric energy output when requested by the Cooperative during periods when the Cooperative is performing load switching operations for planned, unplanned, or emergency situations. The Cooperative will make reasonable efforts to provide advance notice to the Interconnection Customer of such curtailment requests.
- F. The DER shall have a Enter Service Ramp Rate period of no less than 300 seconds. The maximum active power increase of any single step during the Enter Service Ramp Rate shall be less than or equal to 20% of the DER's active power rating.
- G. At the Cooperative's or Cooperative's power supplier's request, the Interconnection Customer shall make available digital and analog status information for real- time operations that can be polled by the Cooperative or its power supplier's SCADA system via a Cooperative or a power supplier-provided Remote Terminal Unit and/or secured ethernet connection or other similar connection. SCADA data points required by the Cooperative including, but are not limited to:
 - i. Status – Interconnection 52 breaker (Open/Close)
 - ii. Status – Grounding transfer breaker (Open/Close)
 - iii. Analog – Line-to-ground voltage at PCC
 - iv. Analog – Real power flow (kW) at PCC
 - v. Analog – Reactive power flow (kVAR) at PCC

VIII. Rights of Access

- A. The Interconnection Customer shall give the Cooperative full rights and authority to access the DER and Interconnection Facilities site at all reasonable times, or at any time in the event of an emergency or hazardous condition. The Cooperative will use reasonable efforts to provide the Interconnection Customer notice prior to needed access, however such notice may not be possible in Emergency Conditions. Such access shall not unreasonably interfere with Interconnection Customer's operation.
- B. The Property Owner shall give the Cooperative full rights and authority of ingress and egress at all reasonable times, or at any time in the event of an emergency or hazardous condition, on and across the property at which the DER and Interconnection Facilities are located. The right of ingress and egress shall not unreasonably interfere with the Property Owner's use of the land but should still allow the Cooperative to access the equipment even if located behind a gate, fence, door, wall, or other obstruction.

- C. The premises of the Interconnection Customer shall be free from hazards not normally encountered or anticipated with a DER and Interconnection Facilities.

IX. Disconnection

- A. The Cooperative has the right to disconnect the Interconnection Customer's DER from the Cooperative's electric distribution system, at the sole cost of the Interconnection Customer, if the Interconnection Customer interconnected the DER without an approved interconnection form or agreement.
- B. The Cooperative has the right to disconnect the Interconnection Customer's DER due to non-compliance with the Cooperative's Technical Specifications Manual.
- C. If the Interconnection Customer is in Default, the DER may be disconnected from the Cooperative's distribution system if it fails to cure such Default within (10) days of receiving written notice of the default from the Cooperative
- D. Under Emergency Conditions, the Cooperative may immediately and without prior notice suspend interconnection service and temporarily disconnect the DER. The Cooperative shall use reasonable efforts to notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the DER. The Interconnection Customer shall use reasonable efforts to notify the Cooperative promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Cooperative's electric distribution system or any Member system. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.
- E. The Cooperative may interrupt interconnection service, request the Interconnection Customer to curtail the output of the DER, or temporarily disconnect the DER from the Cooperative's electric distribution system when necessary for routine maintenance, construction, or repairs on the Cooperative's electric distribution system. The Cooperative shall use reasonable efforts to notify and coordinate with the Interconnection Customer prior to such interruption, curtailment requests or temporary disconnections.
- F. The Cooperative shall notify the Interconnection Customer as soon as practicable if operation of the DER may cause disruption or deterioration of service to the Cooperative's members or other Interconnection Customers served from the same electric system, or if operating the DER could cause damage to the Cooperative's electric distribution system. If, after notice, the Interconnection Customer

fails to remedy the adverse operating condition in the timeframe in the notice, the Cooperative may disconnect the DER. The Cooperative shall provide the Interconnection Customer with a five (5) business day written notification of such disconnection unless the disconnection is due to Emergency Conditions.

- G. The Parties shall cooperate with each other to restore the DER, Interconnection Facilities, and the Cooperative's electric distribution system to their normal operating state as soon as reasonably practicable following a temporary disconnection.
- H. If the Interconnection Customer or Property Owner receives retail electrical service at the same site as the DER, such service may also be disconnected consistent with the rules and practices for disconnecting Cooperative Members and other Interconnection Customers.

X. Cost Responsibility for Interconnection Facilities and Distribution System Modifications

- A. The Interconnection Customer shall pay for the actual cost of the Interconnection Facilities and distribution system modifications identified in the Interconnection Study performed by the Cooperative.
- B. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overhead, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Cooperative's Interconnection Facilities.
- C. The Cooperative shall provide a good faith cost estimate, including overhead, for the design, purchase, and construction of its Interconnection Facilities and distribution system modifications required to accommodate the DER interconnection, as determined in the sole discretion of the Cooperative. The Interconnection Customer may construct the Cooperative's Interconnection Facilities that are located on land owned by the Interconnection Customer, if agreed upon by both the Cooperative and the Interconnection Customer. The Cooperative's actual cost of the distribution system modifications, including overhead, shall be directly assigned to the Interconnection Customer.
- D. The Interconnection Customer shall be responsible for the Cooperative's cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry standards.

XI. Billing, Payment, Milestones, and Financial Security

Before beginning any work under this Agreement, the Cooperative shall bill the Interconnection

Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and distribution system modifications estimated by the Cooperative to be needed for this interconnection of the Interconnection Customer's DER. All such fees will be added to the Interconnection Customer's next monthly bill or presented in an official invoice. In the event that an invoice is provided to the Interconnection Customer, it shall be paid within thirty (30) days of such invoice date.

XII. Governing Laws

This Agreement shall be interpreted, governed, and construed under the laws of the State of Wisconsin, without regard to applicable principles of choice or conflict of laws. The Parties submit to the exclusive jurisdiction of the Rock County Circuit Court for the purpose of any suit, action, or other proceeding relating to this Agreement.

XIII. Consequential Damages

OTHER THAN AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN THE PARTIES, OR UNDER THE COOPERATIVE' POLICIES AND RATE SCHEDULES, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THE AGREEMENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFIT, INTEREST CHARGES, COST OF CAPITAL, OR CLAIMS OF ITS CUSTOMERS TO WHICH SERVICE IS MADE, FROM ANY CAUSE AND WHETHER BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

XIV. Force Majeure.

If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event ("Affected Party") shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or

modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

XV. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

XVI. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

XVII. Waiver

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Cooperative. Any waiver of this Agreement shall, if requested, be provided in writing.

XVIII. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Cooperative be liable for the actions or inactions of the

Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

XIX. Assignment and Binding Effect

This Agreement shall not be assigned by a Party without the prior written consent of the other Party. Any attempt to do so will be void. Subject to the proceeding, this agreement is binding upon, inures to the benefits of, and is enforceable by the Parties and their respective successors and assigns. The Interconnection Customer agrees to notify the Cooperative in writing upon the sale or transfer of the DER facilities. This Agreement shall terminate upon such notice unless the Cooperative consents to an assignment.

XX. Severability

If any of this Agreement is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable; or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding or enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

XXI. Indemnity and Liability

- A. Each Party (each an "Indemnifying Party") agrees to defend, indemnify, and hold each other Party, and its respective officers, directors, employees, and agents, harmless from and against all claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) (collectively "Damages") for bodily injury or death to individuals and damage to each other's physical property or facilities or the property of any other Person to the extent arising out of, resulting from, or caused by the negligent or intentional acts, errors, or omissions of the Indemnifying Party.
- B. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees but the Indemnifying Party's liability to pay Damages to the indemnified Party shall be reduced in proportion to the percentage by which the indemnitees' negligent or intentional acts, errors, or omissions caused the Damages. Neither Party shall be indemnified for its Damages resulting from its sole negligence or willful misconduct. These indemnity provisions shall

not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

- C. Nothing in this section shall relieve any Party of any liability to the other for any breach of this Agreement.

XXII. Notices

Any notice required under this Agreement shall be in writing and mailed, emailed, or personally delivered to the Party at the address below. Personal notices in effective upon delivery, or within three (3) business days of depositing the notice in the United States mail with first class postage. Written notice of any address changes shall be provided. All written notices shall be directed as follows:

Notice to Cooperative

Rock Electric Cooperative
Attn: Engineering Department
PO Box 1758
Janesville, WI 53545-0414
Tel. (866) 752-4550

Notice to Interconnection Customer

Attn: _____

Tel. _____

XXIII. Entire Agreement

This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and constitutes the entire agreement between the Parties hereto.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Rock Energy Cooperative

Signature: _____ Date: _____

Printed Name: _____

Interconnection Customer

Signature: _____ Date: _____

(Authorized Agent of the Legal Entity)

Printed Name: _____

Property Owner

Signature: _____ Date: _____

(Authorized Agent of the Legal Entity)

Printed Name(s): _____

XXIV. Appendix A – Site Plan

XXV. Appendix B – Single-Line Diagram

XXVI. Protection Schematic Diagram