

**SURPLUS ENERGY PURCHASE AGREEMENT  
CUSTOMER GENERATION  
CGS-CU WISCONSIN  
AGGREGATE CAPACITY 5 MEGAWATT OR LESS**

This Agreement made this 21st day of October, 2025, by and between Wisconsin Electric Power Company (the "Company") and City of Watertown (the "Customer").

WHEREAS, the Customer has installed equipment on its property for the generation of electric energy for its own purpose with an aggregate rating of 5 MW or less; and

WHEREAS, the Company has authorized the Customer to connect such equipment to the Company's electrical distribution system via a Company bidirectional meter; and

WHEREAS, the Customer expects to generate electric energy and desires to sell some of that energy to the Company.

NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration, the parties agree as follows:

1. The Customer will sell and deliver to the Company the electric energy generated in excess of the Customer's needs by its equipment located on its property at 800 Hoffman Dr., Watertown, WI 53094. The technical characteristics of such equipment are shown on Exhibit 1, attached hereto and made a part hereof. The Customer will indicate the aggregate nameplate capacity of its equipment on Exhibit 1.
2. The Company will receive and pay the Customer or credit the Customer's bill for such energy in accordance with the terms and conditions of the Company's Customer Generating Systems-Customer Use (CGS-CU) Rate Schedule presently on file with the Public Service Commission of Wisconsin and any changes in such rate as may become effective in the future. A copy of the current Rate Schedule and Conditions of Purchase are attached hereto as Exhibits 2 and 3 and made a part hereof.
3. The Customer shall notify the Company at least 60 working days prior to initiating any material changes to its generating equipment as required in PSC 119 rules. This notification is accomplished by submitting a revised standard application form as described on the Company's website. The Customer further agrees not to commence any such changes until the Company has reviewed and approved the plans for interconnection purposes. The Company shall indicate its approval or rejection of proposed changes in accordance to the time specified in Wisconsin Administrative Code 119, Table 119.06-1. The Customer agrees to submit a new application to the Company for changes to the equipment or nameplate capacity.

4. The Company shall have the right, without notice, to discontinue the Customer's parallel generation capability to facilitate maintenance or repair of the Company's facilities and during system emergencies. The Company shall have the further right to require the Customer to disconnect its equipment from the Company's system if, in its sole judgment, the Customer has failed to maintain its equipment in safe and/or satisfactory operating condition; and in the event the Customer fails to immediately disconnect its equipment, the Company may, without further notice, discontinue service to the Customer until its equipment is either disconnected or restored to safe and/or satisfactory operating condition.
5. The Company allows the interconnection of Customer's generation equipment with Company's interconnection equipment at the property described in paragraph 1 of this Agreement subject to the terms and conditions set forth in (1) the Wisconsin Administrative Code Chapter 119, (2) the completed Distributed Generation Application (PSC Forms 6031 and applicable technology supplement(s)) as approved by the Company, (3) the Distributed Generation Interconnection Agreement (PSC Forms 6029 or 6030) and (4) this Surplus Energy Purchase Agreement. A copy of the Distributed Generation Interconnection Agreement shall be attached hereto as Exhibit 4.
6. If the Customer believes that this Agreement or any requirement hereunder is unreasonable, it may appeal the matter to the Public Service Commission of Wisconsin.
7. Upon execution of this Agreement and the Distributed Generation Interconnection Agreement, this Agreement shall become effective immediately hereunder and shall continue in effect until terminated by either party upon thirty (30) days prior written notice given to the other party.
8. Company notification shall be to the Customer of record at the current listed mailing address on the billing account. Customer notification shall be emailed to the Company's Central Group at [co-non-design-central@we-energies.com](mailto:co-non-design-central@we-energies.com), or mailed to We Energies Central Group, PO Box 2046, Milwaukee, WI 53201.
9. Customer must remain on this rate for twelve (12) months from the date of this Agreement before they are able to switch to another Company's customer generation schedules.
10. In the event the Customer opts to discontinue participation in this CGS-CU rate and terminates this Agreement, the Customer will not be eligible to participate in the CGS-CU rate for a period of one (1) year from the date of termination of this Agreement.
11. This Agreement shall be binding upon the personal representatives, heirs, successors and assigns of the respective parties hereto. However, in the event the property described in paragraph 1 is sold, this Agreement shall terminate and the new owner must apply for service as described on the Company's website, Customer agrees to provide thirty (30) days prior written notice to Company's Central Group as described in paragraphs 7 and 8 of any such sale of the property.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WISCONSIN ELECTRIC POWER COMPANY

By Claire Rydzik

Claire Rydzik

(Representative name)

(Customer signature)

City of Watertown

(Customer name)

800 Hoffman Dr.

Watertown, WI 53094

(Customer address)

## **Exhibit 1**

# **COGS EVAL REVIEW/ COMMISSIONING INFORMATION FORM**

## COGS EVAL REVIEW/COMMISSIONING INFORMATION

1. Work Request Number :	5071634		
2. Receipt Date of Application :	2/11/2025		
3. Customer Name :	CITY OF WATERTOWN		
4. Service Address :	800 HOFFMAN DR		
5. Service City :	WATERTOWN		
6. Service State :	WI		
7. Service Zip Code :	53094		
8. Mailing Address :	PO BOX 477		
9. Mailing City :	WATERTOWN		
10. Mailing State :	WI		
11. Mailing Zip Code :	53094		
12. Primary Phone Number :	920-262-4085		
13. Premise Phone Number :	920-262-4080 EXT2		
14. Job Owner :	C155482		
15. Account Number :	071747683500050		
16. Premise Number :	394703639		
17. Installer Name :	EAGLE POINT SOLAR		
18. Insurance Carrier :	LEAGUE OF WISCONSIN MUNICIPALITIES MUTUAL INS		
19. Insurance Amount :	\$	6,000,000	
20. Size of Customer's Service :	PRIMARY	Amps	
21. Account Type :	<input type="checkbox"/> Residential	<input type="checkbox"/> Farm	<input checked="" type="checkbox"/> Commercial
	<input type="checkbox"/> Large C & I	<input type="checkbox"/> Non-Service	
22. New / Additional Generation :	New Generation		
23. Related Work Request :	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
24. Anticipated Annual Electric Consumption :	2,962,702	kWh	
25. Anticipated Annual Electric Production :	617,361	kWh	
26. Is Customer currently on TOU ? :	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
27. If yes, what is their current TOU rate ? :	<input type="checkbox"/> 7am - 7pm	<input type="checkbox"/> 8am - 8pm	<input type="checkbox"/> 9am - 9pm
			<input type="checkbox"/> 10am - 10pm
28. If no, are they interested in TOU rate ? :	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
29. If yes, which TOU rate ? :	<input type="checkbox"/> 7am - 7pm	<input checked="" type="checkbox"/> 8am - 8pm	<input type="checkbox"/> 9am - 9pm
			<input type="checkbox"/> 10am - 10pm
30. Metering wired in Series or Parallel :	Bidirectional Series		
31. Owner :	Owner	Reason if No :	
32. On Site use	Yes	Reason if No :	

List of Devices

Type	Unit	Count	watt/kW	Total kW-ac	Copied Device
<input type="text" value="Panel"/>	<input type="text" value="Watts"/>	<input type="text" value="900"/>	<input type="text" value="550.000"/>	<input type="text" value="381.150"/>	<input type="text"/>
Commissioning Info		<input type="text" value="Type: Fixed, Direction: South, Angle: Tilted, Battery Backup: No"/>			
<input type="text" value="Inverter"/>	<input type="text" value="kW"/>	<input type="text" value="1"/>	<input type="text" value="175.000"/>	<input type="text" value="175.000"/>	<input type="text"/>
Commissioning Info		<input type="text" value="Inverter for: Panel"/>			
<input type="text" value="Inverter"/>	<input type="text" value="kW"/>	<input type="text" value="1"/>	<input type="text" value="200.000"/>	<input type="text" value="200.000"/>	<input type="text"/>
Commissioning Info		<input type="text" value="Inverter for: Panel"/>			

33. All AC excl. Inverters

Total New

34. Base Rate from CGS :

35. CGS Tariff :

36. Physical Location of Disconnect :

37. Date one-line diagram was provided :

38. Inverter kW AC

kW

All AC excl. Inverters

kW

39. Generator

☒

Intermittent

☐

Non Intermittent (continuous)

40. Electric Service rate voltage

☐

<12,470 volts

☒

12,470 - 138,000 volts

☐

>138,000 volts

41. Third Party Owned Generation :

☐

Yes

☐

No

42. Third Party Percent

%

43. Commissioning Date :

44. Other Information :

## Exhibit 2

### **CGS-CU** Rate Schedule

**WISCONSIN ELECTRIC POWER COMPANY**

Volume 19 - Electric Rates

Revision 3 Sheet 201.11

Amendment No. 805

Effective In All Areas Served In Wisconsin

Rate Schedule CGS-CU

**CUSTOMER GENERATING SYSTEMS-CUSTOMER USE (CGS-CU)  
5 MWOR LESS****R**AVAILABILITY

Available to customers who (1) purchase power from the Company under a time-of-use tariffed rate, (2) satisfy the requirements of "Qualifying Facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, (3) generate electrical energy with total customer owned generating capacity of 5 MW or less, and (4) desire to sell electrical energy to Wisconsin Electric Power Company. The generating system must be located on the customer's premises with an aggregate rating of 5 MW or less. Customers on this rate are not eligible for budget billing.

**R****R**

Customers must remain on this rate for 12 months before they are able to switch to another of the Company's available customer generation rate schedules.

CUSTOMER ELIGIBILITY

The generation capacity shall be determined by the aggregate nameplate capacity of the generator(s) and said nameplate capacity shall be stated in the customer's Generation Interconnection Agreement. The aggregate nameplate capacity shall be determined using one of the following methods:

- A) The AC Nameplate Rating of the generator(s).
- B) If the generating system is an inverter-based DC generating system, the conversion of the DC nameplate rating to an AC nameplate rating shall be accomplished by multiplying the DC rating by a factor of 0.77, to account for DC to AC conversion efficiency.
- C) If the customer's generating system is configured such that the AC nameplate rating of the generating system does not accurately reflect the output of the system, then the Company and the customer shall mutually agree on a method to determine the customer's generating capacity.

RATE

Deliveries from the Company to the Customer shall be billed in accordance with the standard applicable rate schedules of the Company.

Generation Customer Charge

Residential and non-demand Secondary Customers	\$0.05951 per day
Demand Secondary Customers	\$0.15255 per day
Primary Customers	\$3.14334 per day

This Generation Customer Charge is in addition to the customer charge required for the customer to purchase energy from the Company under a tariffed rate.

(Continued to Sheet No. 201.12)

Issued: 12-27-2024

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PSCW Authorization: Docket No. 5-UR-111 Order dated 12-19-2024



**WISCONSIN ELECTRIC POWER COMPANY**

Volume 19 - Electric Rates

Revision 5 Sheet 201.12

Amendment No. 804

Effective In All Areas Served In Wisconsin

Rate Schedule CGS-CU

**CUSTOMER GENERATING SYSTEMS-CUSTOMER USE (CGS-CU)****5 MWOR LESS****R**

(Continued from Sheet No. 201.11)

RATE (continued):Telemetry Charge

The Company shall advise the customer of any communications requirements after a preliminary review of the proposed installation. Telemetry equipment will be installed when 1) the aggregate nameplate generation capacity is greater than or equal to 300 kW, and 2) it is anticipated that excess energy will be delivered to the Company. Applicable only to new customers after April 1, 2023, and when telemetry equipment is installed for measuring real-time power flows. The Company will not interact with, or control generating systems through the telemetry equipment.

Telemetry Charge

\$0.73071 per day

Avoided Energy Cost Rate

The customer will receive a credit on their bill equal to the kilowatt-hours supplied to the Company multiplied by the customer's Avoided Energy Cost Rate (shown below). The customer's Avoided Energy Cost Rate is not subject to any adjustments, such as the adjustment for cost of fuel, or any other miscellaneous surcharges or adjustments. This tariff is intended to provide payment for energy sent to the Company.

Residential and secondary customers on a time-of-use rate:

SummerNon-Summer

All on-peak energy, per kWh

\$.04064

\$.03411

**R**

All off-peak energy, per kWh

\$.02852

\$.02931

**R**

Primary Customers:		Equal to or	Greater than	Equal to or	
		Less than	12,470 volts	Greater than	
		<u>12,470 volts</u>	<u>and Less than</u>	<u>138,000 volts</u>	
Summer Energy Rate					
	All on-peak energy, per kWh	\$.03978	\$.03933	\$.03895	<b>R</b>
	All off-peak energy, per kWh	\$.02792	\$.02760	\$.02734	<b>R</b>
Non-Summer Energy Rate					
	All on-peak energy, per kWh	\$.03339	\$.03302	\$.03270	<b>R</b>
	All off-peak energy, per kWh	\$.02869	\$.02837	\$.02809	<b>R</b>

Summer Avoided Energy Cost Rates apply from June 1 through September 30. Non-summer

Avoided Energy Cost Rates apply from October 1 through May 31.

The Avoided Energy Cost Rate shall be updated on January 1 of each year and will be calculated as follows:

Avoided Energy Cost Rate= Ax (1 + B), where

(Continued to Sheet No. 201.13)

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PSCW Authorization: Docket No. 6630-TE-2025 Order dated 12-23-2024

**WISCONSIN ELECTRIC POWER COMPANY**

Volume 19 - Electric Rates

Revision 3 Sheet 201.13

Amendment No. 805

Effective In All Areas Served In Wisconsin

Rate Schedule CGS-CU

**CUSTOMER GENERATING SYSTEMS-CUSTOMER USE (CGS-CU)  
5 MWOR LESS**

(Continued from Sheet No. 201.12)

**R**RATE (continued):

A = The forecasted January through December load weighted average Day-Ahead Locational Marginal Pricing for the WEC.S pricing load zone approved in the Company's annual fuel plan.

B = Applicable distribution losses. All energy deliveries to the Company will be grossed up to account for distribution losses. This loss factor may be updated, as appropriate, in the Company's future base rate cases.

Avoided Capacity Cost Rate:

The customer will receive a capacity credit equal to the amount of energy that is supplied to the Company during the designated on-peak period.

	Equal to or Less than <u>12,470 volts</u>	Greater than 12,470 volts and Less than <u>138,000 volts</u>	Equal to or Greater than <u>138,000 volts</u>
All on-peak excess energy, per kWh	\$0.04094	\$0.03968	\$0.03930

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The Avoided Capacity Cost Rate will be updated each June 1 to reflect the current MISO Cost of New Entry (CONE) value for the applicable Local Resource Zone and Planning Year, and will be adjusted for distribution and transmission losses based on the most recently authorized values.

Avoided Transmission Cost Rate

The customer will receive a credit on their bill equal to the kilowatt-hours supplied to the Company multiplied by the Avoided Transmission Cost Rate (shown below).

All energy, per kWh	\$0.00000
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The on-peak and off-peak time periods will correspond to the tariffed rate schedule under which the customer purchases energy from the Company. Time-of-Use customer's on-peak kilowatt-hour purchases and sales will be netted separately from off-peak kilowatt hour purchases and sales.

Customers will be paid by check whenever the accumulated value of their generation at the end of a billing period exceeds \$100. Until such time as the accumulated value exceeds \$100, the accumulated credit will be shown on the customer's bill.

(Continued to Sheet No. 201.14)

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PSCW Authorization: Docket No. 5-UR-111 order dated 12-19-2024

**WISCONSIN ELECTRIC POWER COMPANY**

Volume 19 - Electric Rates

Revision 1 Sheet 201.14

Amendment No. 805

Effective In All Areas Served In Wisconsin

Rate Schedule CGS-CU

**CUSTOMER GENERATING SYSTEMS-CUSTOMER USE (CGS-CU)  
5 MWOR LESS**

(Continued from Sheet No. 201.13)

**R**

Minimum Charge

The monthly minimum charge is the Generation Customer Charge plus the Telemetry Charge where applicable.

Late Payment Charge

A one percent (1%) per month late payment charge will be applied to outstanding charges past due.

CONDITIONS OF PURCHASE

See Sheet Nos. 135 through 138.

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Issued: 1-17-2025

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PSCW Authorization: Docket No. 5-UR-111 Order dated 12-19-2024

## Exhibit 3

### CGS Conditions of Purchase

**CUSTOMER GENERATING SYSTEMS (CGS)**

CONDITIONS OF PURCHASE

- (1) A customer operating electric generating equipment shall not connect it in parallel with the Company's electrical system unless the customer has entered into a standard Distributed Generation Interconnection Agreement with the Company and the customer has provided at customer's expense, protective and synchronizing equipment satisfactory to the Company.
- (2) The Customer must comply with the various applicable national, state and local electrical codes rules and regulations; the electric service rules and regulations of the Company, as well as the requirements of Wisconsin Administrative Code Chapter PSC 119, including the insurance requirements set out in PSC 119. The Company may request proof of such compliance prior to initiation of service. Proof of such compliance consists of a municipal inspection certificate, or in locations where there is not municipal inspection, an affidavit furnished by the contractor or other person doing the work.
- (3) The Customer shall operate its electric generating equipment in such a manner that does not unduly affect the Company's voltage waveform. The Company, at its sole discretion, will determine whether the Customer's generating equipment satisfies this criteria.
- (4) The customer shall permit the Company, at any time as it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of its employees or the accuracy of its metering equipment as a result of the operation of the customer's equipment. The customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.
- (5) The customer shall permit Company employees to enter its property at any reasonable time for the purpose of inspecting and/or testing its equipment, facilities or apparatus to ensure its continued safe operation and the accuracy of the Company's metering equipment but such inspections shall not relieve the customer from its obligation to maintain the facilities in satisfactory operating condition.
- (6) Each of the parties shall indemnify and hold the other harmless against any and all liability for injuries or damages to persons or property caused, without the negligence of such other party, by the operation and maintenance by such parties of their respective electric equipment, lines and other facilities.
- (7) The customer may simultaneously purchase energy from and sell energy to the Company.

(Continued to Sheet No. 136)

Issued: 12-23-19

Effective: For service furnished on and after 1-1-20

PSCW Authorization: Docket No. 05-UR-109 Order dated 12-19-19

**CUSTOMER GENERATING SYSTEMS (CGS)**

(Continued from Sheet No.135)

CONDITIONS OF PURCHASE

- (8) The customer is obligated to pay all costs to interconnect its generation facility to Company's electrical system. Interconnection costs include, but are not limited to, those specified in PSC 119.08 as well as transformer costs, line extension and upgrade costs, metering costs and the cost of a second meter if an additional meter is required.
- (9) A customer whose aggregate electrical generating capacity is rated above 20 kilowatts has the option of negotiating a facility-specified buy-back rate designed to meet the customer's needs and operating characteristics. The Company will respond to the customer's proposal for a negotiated rate within 30 days of receipt of such a proposal. If the Company is unable to respond to the customer's proposal within 30 days, the Company shall inform the customer of (a) specific information needed to evaluate the customer's proposal, (b) the precise difficulty encountered in evaluating the customer's proposal, and (c) the estimated date by which the Company will respond. If the Company rejects the customer's proposal it will make a counter offer relating to the specific subject matter of the customer's proposal
- (10) In order for a customer to sell energy to the Company, a Surplus Energy Purchase Agreement between the customer and the Company is required.
- (11) The customer has the right to appeal to the Public Service Commission if the customer believes that the contract for Surplus Energy Purchase or Distributed Generation Interconnection for customer generating systems is unreasonable.

(Continued to Sheet No. 137)

Issued: 12-23-19

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PSCW Authorization: Docket No. 05-UR-109 Order dated 12-19-19

**CUSTOMER GENERATING SYSTEMS (CGS)**

(Continued from Sheet No. 136)

CONDITIONS OF PURCHASE

- (12) Customers who wish to operate electric generation equipment in parallel with the Company's electrical system, and are using the bulk of the energy produced for their own purposes, but who do not wish to be placed on this or any other purchase tariff, nonetheless shall abide by these Conditions of Purchase (with the exception of Conditions of Purchase (7) and (9). In the case where the Company takes action to prevent existing Company metering facilities from recording any flow of energy from the customer's generation facilities into the Company's electrical system, the customer will receive no payment for any energy fed back into the Company's electrical system.
- (13) The customer may contract for supplementary, stand-by, and maintenance electrical service from the Company under the rate schedule corresponding to the customer's class of service. If a customer is billed on a rate schedule which has a separately identified demand charge, the demand charge assessed for maintenance service will be prorated to take into account the number of days the customer actually used Company service during the billing period.

(Continued to Sheet No. 138)

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Issued: 12-23-19

Effective: For service furnished on and after 1-1-20

PSCW Authorization: Docket No. 05-UR-109 Order dated 12-19-19

**CUSTOMER GENERATING SYSTEMS (CGS)**

(Continued from Sheet No. 137)

CONDITIONS OF PURCHASE

- (14) For billing periods during which no energy was sold to the Company by a customer on Rate Schedule CGS 1 and the customer's bill would reflect only the customer charge, the billing of such charge may be deferred until the next billing period during which energy is sold. If six consecutive billing periods pass during which no energy is sold to the Company by the customer on Rate Schedule CGS 1 or if such customer terminates service under this rate schedule, the Company may bill the customer for the deferred customer charges.

For CGS 1 Customers

- (15) The Company shall have the right at any reasonable time to enter the customer's premises for the purpose of installation, inspection, repair, replacement or removal of software, computers, modems, printers, alarm equipment and/or any other equipment provided by the Company for this rate. The customer shall bear all risk of loss, damage, theft, or destruction of such equipment.
- (16) Title to equipment provided by the Company shall remain in the Company and such equipment shall not become a part of the realty or a fixture, but at all times shall be and remain in the personal property of the Company regardless of the manner of installation in or attachment to the premises. The Company shall have the right, but not the obligation, to remove such equipment if the customer is no longer served under this rate.
- (17) Customers will have the option of going off the CGS 1 rate at any time. However, once off, the customer will not be eligible for the CGS 1 rate for one year.

For CGS NM Customers

- (18) The metering configuration and billing for these customers shall be as follows: a) series metered customers with an import and an export meter, b) parallel metered customers with monthly consumption and generation kWh netted before applying pricing, or c) a single meter with monthly consumption and generation kWh netted before applying pricing.

R  
R  
R

For CGS DS-FP Customers

- (19) The metering configuration and billing of these customers shall be as follows: parallel metered customers only. One generation meter and one use meter, priced separately, with one price for energy use and a different price for energy generated.

For CGS-CU Customers

- (20) The metering configuration and billing of these customers shall be as follows: a single meter with monthly consumption and generation kWh netted instantaneously before applying pricing.



# **Exhibit 4**

## **Distributed Generation Interconnection Agreement**



# Distributed Generation Interconnection Agreement (Greater than 20 kW to 15 MW)

Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, WI 53707-7854

**\*\*\*SUBMIT COMPLETED AGREEMENT DIRECTLY TO YOUR ELECTRIC PROVIDER\*\*\***

(This completed agreement should **NOT** be sent to the Public Service Commission)

## Electric Service Distributed By

Name and Address

We Energies  
231 Michigan St.  
Milwaukee, WI 53202

## Form Supplied By

Name and Address

Public Service Commission of Wisconsin  
P. O. Box 7854  
Madison, WI 53707-7854

**This Distributed Generation Interconnection Agreement (the "Agreement"), is made and entered into this 21st (day) of October (month), 2025 (year) by and between**  
**We Energies hereinafter called "Public Utility"**  
**and City of Watertown hereinafter called "Applicant".**  
**Public Utility and the Applicant are hereinafter collectively referred to as the "Parties" and individually as a "Party"**

## Recitals

- A. Public Utility is the owner of the electric distribution system serving 800 Hoffman Dr.  
Watertown, WI 53094 [Insert legal description of property or address]  
("Public Utility's Distribution System").
- B. Applicant desires to install a Distributed Generation (DG) facility or energy storage device with a capacity greater than 20 kW but no more than 15 MW, including related interconnection equipment (the "DG Facility") and to interconnect the DG Facility to the Public Utility's distribution system.
- C. Public Utility has previously reviewed and approved Applicant's DG Interconnection Application Form (PSC 6031 ), dated 02/11/2025 , and supporting materials (the "Application"). The completed Application is attached as Exhibit 1 and incorporated into this Agreement.
- D. Applicant wishes to interconnect the DG Facility to Public Utility's distribution system and Public Utility is willing to permit such interconnection subject to the terms and conditions set forth in: (1) Wisconsin Administrative Code Chapter PSC 119; (2) the completed Application approved by Public Utility; and (3) this Agreement.
- E. No agency or partnership is created with the interconnection of the applicants DG Facility.

## Agreement

NOW THEREFORE, in consideration of the foregoing Recitals and for good and valuable consideration, the Public Utility and Applicant agree as follows:

### 1. Design Requirements.

The DG Facility shall be installed in compliance with Wisconsin Administrative Code Chapter PSC 119.

### 2. Applicant's Representations and Warranties.

Applicant represents and warrants that:

- The DG Facility is fully and accurately described in the Application;
- All information in the Application is true and correct;
- The DG Facility has been installed to Applicant's satisfaction;
- Applicant has been given warranty information and an operation manual for the DG Facility; and
- Applicant has been adequately instructed in the operation and maintenance of the DG Facility.

**3. Interconnection Disconnect Switch.**

The Public Utility may require that the Applicant furnish and install an interconnection disconnect switch that opens, with a visual break, all ungrounded poles of the interconnection circuit. 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 Electrical Safety Code, Volume 2, Chapter Comm 16. The switch enclosure shall be properly grounded. The interconnection disconnect switch shall be accessible at all times, located for ease of access to Public Utility personnel, and shall be capable of being locked in the open position. The Applicant shall follow the Public Utility's recommended switching, clearance, tagging, and locking procedures.

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

Applicant shall notify Public Utility of plans for any material modification to the DG Facility by providing at least forty (40) working days of advance notice for Category 2 or sixty (60) working days of advance notice for Categories 3 and 4. 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 Public Utility. Applicant agrees not to commence installation of any material modification to the DG Facility until Public Utility has approved the revised Application. The timetable for Public Utility's response to proposed material modification, after receiving proper notification, is described in Wisconsin Administrative Code § PSC 119.06 and shown below.

<b>Category</b>	<b>Generation Capacity after Modification</b>	<b>Working Days for Public Utility's Response to Proposed Modifications</b>
2	Greater than 20 kW to 200 kW	40
3	Greater than 200 kW to 1 MW	60
4	Greater than 1 MW to 15 MW	60

**5. Insurance.**

Throughout the term of this Agreement, Applicant 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 one million dollars (or the level shown in Wisconsin Administration Code § PSC119.05) per occurrence or prove financial responsibility by another means mutually agreeable to the Applicant and the Public Utility.

The failure of the Applicant or Public Utility to enforce the minimum levels of insurance does not relieve the Applicant from maintaining such levels of insurance or relieve Applicant of any liability. Prior to execution of this Agreement applicant shall provide Public Utility with a certificate of insurance containing a minimum 30-day notice of cancellation. Applicant shall name the Public Utility 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 resulting from the installation, operation, modification, maintenance, or removal of the DG facility, the liability of each party shall be limited to direct actual damages and all other damages at law or inequity shall be waived.

#### **7. DG Facility Commissioning Testing.**

Applicant shall notify Public Utility in writing that installation of the DG Facility is complete and that the interconnection equipment is available for testing by Public Utility at least fifteen (15) working days before Applicant interconnects the DG Facility with Public Utility's Distribution System. Public Utility shall thereupon have the right to test the DG Facility. Public Utility shall also have the right to witness any testing by Applicant of the DG Facility. Any Public Utility testing of the DG Facility shall be completed within twenty (20) working days. If Public Utility waives its right to test the installed DG Facility by notifying Applicant in accordance with this Section, Applicant may interconnect the DG Facility to Public Utility's Distribution System upon the earlier to occur of the following: (a) notification by Public Utility; or (b) ten (10) working days after Applicant has notified Public Utility that installation of the DG Facility is complete.

#### **8. Access to DG Facility.**

Applicant shall permit (and, if the land on which the DG Facility is located is not owned by Applicant, cause such land owner to permit) Public Utility'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 Applicant's DG Facility to insure its continued safe and satisfactory operation and the accuracy of Public Utility's meters. Such inspections shall not relieve Applicant from its obligation to maintain the DG Facility and any related equipment owned by Applicant in safe and satisfactory operating condition.

Public Utility shall have the right to witness any testing by Applicant of the DG Facility.

#### **9. Disconnection of a DG Facility to Permit Maintenance and Repairs.**

Upon reasonable notice by Public Utility, Applicant shall disconnect the DG Facility to permit Public Utility to perform routine repairs and maintenance to Public Utility's Distribution System, or to install modifications thereto.

#### **10. Disconnection of a DG Facility.**

When Public Utility so requests, Applicant shall discontinue operation of the DG Facility and Public Utility may isolate the DG Facility from Public Utility's Distribution System, upon any of the following

- a. Lack of approved standard application form or standard interconnection agreement.
- b. Termination of interconnection by mutual agreement.
- c. Noncompliance with technical or contractual requirements, including the Design Requirements and minimum protection requirements specified in Wisconsin Administrative Code §§ PSC 119.20 and PSC 119.25.
- d. Distribution system emergency.

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

#### **11. Disputes; Right to Appeal to PSCW.**

Nothing in this agreement prevents Applicant from filing a petition with the Public Service Commission to appeal any requirement imposed by Public Utility as a condition to interconnection of DG Facility, that Applicant alleges is unreasonable. Applicant and Public Utility shall attempt to resolve all disputes arising out of the interconnection process using the process outlined in PSC 119.40.

**12. Amendments; Non-Waiver.**

Any amendment or modification to this Agreement must be in writing and executed by Applicant and Public Utility. The failure of Applicant or Public Utility 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.

**13. 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 Applicant;
- c. By Public Utility pursuant to Section 10 of this Agreement;
- d. By Applicant upon thirty (30) working days prior written notice given to the Public Utility.

**14. Successors and Assigns.**

- a. Assignment by Applicant. Applicant shall not assign its rights and obligations under this Agreement in whole or in part without the prior written consent of Public Utility, which consent shall not be unreasonably withheld or unduly delayed. Public Utility may withhold its consent to any proposed assignment if the proposed assignee fails to assume the obligations of Applicant under this Agreement in writing.
- b. Assignment by Public Utility. The Public Utility shall have the right to assign this Agreement in whole upon written notification to the Applicant.
- c. Successors. This Agreement shall be binding upon the personal representatives, heirs, successors, and permitted assigns of the respective Parties.

**15. Applicant and Public Utility Signature.**

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

Applicant Signature \_\_\_\_\_

Title \_\_\_\_\_ Date 10/21/2025

Public Utility Claire Rydzik

Title Energy Services Representative Date 10/21/2025

\*\*\* Please Note: This completed form is to be sent to the electric utility. \*\*\*