

Clean Power Partner Agreement

(PV Generation Interconnection Agreement 10 kW or Less)



This Clean Power Partner Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20___, by and between Madison Gas and Electric Company, hereinafter called “MGE,” and _____, hereinafter called the “Applicant.” MGE and the Applicant are hereinafter collectively referred to as the “Parties” and individually as “Party.”

Recitals

- A. Applicant wishes to participate in MGE’s Clean Power Partner Program. Through this program, Applicant will do the following:
 - Install a photovoltaic generation (PVG) facility, including the related interconnection equipment (the “PVG Facility”), with a minimum capacity of 1 kW DC and a maximum capacity of 10 kW DC and sell to MGE the total electrical energy production of the system.
 - Sign up for Green Power Tomorrow, a renewable energy program offered by MGE in which participants must purchase renewable energy at a monthly level equal to at least 100% of Applicant’s total PVG energy production.
- B. MGE is the owner of the electrical distribution system serving Applicant’s property and wishes to enroll Applicant in the Clean Power Partner Program.
- C. Applicant has attached or sent previously to MGE a completed Green Power Tomorrow enrollment form as well as a completed Standard Distributed Generation Application Form (Generation 20 kW or less), PSC Form 6027 (the “Application”), a line diagram of the proposed PVG Facility and a proof of insurance certificate.
- D. The purpose of this Agreement is to clarify the obligations and responsibilities of Applicant in the Clean Power Partner Program and to reserve Applicant’s place in the Experimental Photovoltaic Parallel Generation program set forth in the Pg-4 tariff approved by the Public Service Commission of Wisconsin.

Now therefore, in consideration of the foregoing and for good and valuable consideration, I agree to participate in the Clean Power Partner Program under the following conditions:

1. I understand the term “I” as used in this Agreement shall be construed to mean “we” and the term “me” or “my” as used in this Agreement shall be construed to mean “us” or “our,” respectively, when appropriate to refer to more than one participant or owner, in which case the singular tense shall be construed as being plural. I understand that when appropriate any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular.
2. I understand that in order to participate in the Clean Power Partner Program, I must be a retail electric customer of MGE and also take service under one of the renewable energy program tariffs (RWE-1 or BWE-1) at least at the level of AC energy produced by my PVG Facility on an annual basis. Copies of the RWE-1, BWE-1 and Pg 4 tariffs are available on MGE’s Web site at www.mge.com.

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3. I understand that MGE must understand the operational specifications of the PVG Facility in order to ensure that it is in compliance with MGE requirements. The following information reflects the specifications of my PVG Facility:

PV Module Manufacturer: _____

Model No.: _____

Nameplate DC kW of Module: _____

No. of Modules: _____

Total DC kW of Array: _____

4. I understand that this Agreement will become effective as of the date that MGE accepts this Agreement, as written below. I understand that I shall have twelve (12) months from the date of acceptance of this Agreement to interconnect and deliver energy to MGE based on the terms set forth in the Pg-4 tariff. This Agreement will remain in effect for ten (10) years, binding on successors and heirs, after the date the PVG Facility is interconnected, unless sooner terminated under the provisions in Wisconsin Administrative Code, Chapter PSC 119, including:
- (a) Upon Applicant's delivery of 30 days' written notice to MGE;
 - (b) Upon the mutual written agreement of the parties at any time; or
 - (c) Upon MGE's notice to Applicant that it has determined, in its sole discretion, that any of the following conditions has occurred:
 - i. Noncompliance with any technical or contractual requirements;
 - ii. Distribution system emergency;
 - iii. Routine maintenance, repairs and modifications, but only for a reasonable length of time necessary to perform the required work upon reasonable notice.
5. I understand that interconnection of the PVG Facility to MGE's distribution system requires prior approval and the execution of the Distributed Generation Interconnection Agreement (20 kW or less), PSC Form 6029, available from the Public Service Commission of Wisconsin. If a PVG Facility is connected to MGE's distribution system without MGE approval, MGE reserves the right to disconnect the PVG Facility immediately.
6. I understand that the purchase, installation, operation, maintenance, repair or replacement of my PVG Facility and all interconnection and safety equipment required to connect my PVG Facility with MGE's electric system will be my responsibility, provided at my cost and subject to all of the following requirements:
- (a) All interconnection and safety equipment must be listed by the Underwriters Laboratories (UL) or Electrical Testing Laboratories to the appropriate UL standards for grid-connected terrestrial power systems. All inverters must carry the UL 1741 label or meet the operating limits defined in PSC 119.
 - (b) I understand that I must furnish and install a two-meter socket or two-meter system to accommodate the customer generation and billing meters. The meter base must be located at the same vertical level as the billing meter and within one vertical foot or located as necessary to provide easy access to the billing and generation meter simultaneously.
 - (c) All PVG Facilities must be manufactured (if a packaged system) and installed in compliance with all requirements of the latest edition of the National Electric Code (American National Standards Institute/National Fire Protection Association-70).

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- (d) All installations must be permitted as required by law, certified by a licensed electrician and pass any applicable code inspections.
 - (e) All installations must comply with PSC 119 for interconnecting distributed generation facilities.
 - (f) PVG Facilities with backup battery systems are prohibited from inclusion in the Clean Power Partner Program.
7. I agree to give MGE, or its representatives, access to the site of the PVG Facility installation to conduct any reviews, inspections or testing required or allowed under PSC 119 for the purpose of ensuring the continued safe and satisfactory operation, but that such inspections shall not relieve me from my obligation to maintain the PVG Facility in a safe and satisfactory operating condition.
 8. I understand that any electric service provided to me will continue to be subject to all applicable rules, regulations and standard policies of MGE.
 9. I understand that MGE will have title to all renewable energy credits and benefits, emissions allowances or other renewable energy, air emissions or environmental benefits for which the PVG Facility qualifies under any existing or future applicable law relating to renewable energy projects. This includes, but is not limited to, any and all local, state, federal and/or international renewable resource credits, emissions credits and any other environmentally related credits that are, or in the future will be, recognized by any governmental authority and attributed to the production of energy from renewable power.
 10. The purpose of this Agreement is to set forth and clarify provisions of PSC 119 and the Pg-4 tariff that are binding on the Parties. Nothing in this Agreement is intended to contradict the provisions of the Wisconsin Administrative Code. In the event of any disagreement over the meaning of a provision contained in this Agreement vis-à-vis the provisions of PSC 119 or the Pg-4 tariff, PSC 119 and the Pg-4 tariff shall govern.
 11. I understand that each of the parties will indemnify and save harmless the other party against any and all damages to persons or property occasioned, without the negligence of such other party, by the maintenance and operation by such parties of their respective lines and other electrical equipment.
 12. Notices given under this Agreement shall be deemed to have been duly delivered if hand delivered or sent by United States Certified Mail, return receipt requested, postage prepaid, to:

If to me:

If to MGE:

Jeff Ford
Madison Gas and Electric Company
PO Box 1231
Madison, WI 53701-1231

The above-listed names and addresses of either party may be changed by written notification to the other.

13. I may not assign this Agreement in whole or in part without the prior written consent of MGE, which consent will not be unreasonably withheld. If ownership of the site of the installation of the PVG Facility is transferred (or my tenancy in the site is terminated), I will notify MGE as soon as possible. MGE and I will agree upon the date on which this Agreement is either terminated or assigned to the subsequent owner or tenant for the remainder of the term of this Agreement. If the subsequent owner or tenant is willing and able to assume the obligations under this Agreement, MGE shall not withhold consent to the assignment.

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14. I understand that if I believe this Agreement or any requirement hereunder is unreasonable, I may appeal this matter to the Public Service Commission of Wisconsin.

If you are in agreement with the terms and conditions stated above, please (1) sign your name, state your address and provide the rated output of your system below; and (2) forward the Agreement to the MGE representative designated in paragraph 12.

Applicant

Address of Installation of PVG Site

If Applicant is not the owner of the residence or business, the owner must also sign this Agreement as set forth below:

I am the owner of the residence or business in which the generation meter will be installed. I have had the program explained to me, and I give my permission for the review of the interconnection for the PVG Facility at my property. I will permit use of the PVG Facility in the program as provided above. I will cooperate with the other parties participating in the program as set out in this Agreement.

Owner or Resident

To be completed by MGE:

Accepted and agreed to this day of _____, 20____

MADISON GAS AND ELECTRIC COMPANY

By:_____

Title:_____

Attachments to this Clean Power Partner Agreement:

- (1) Completed Green Power Tomorrow Enrollment Form
- (2) Line Drawing
- (3) Proof of Insurance
- (4) Standard Distributed Generation Application Form (Generation 20 kW or less) (PSC Form 6027)