

**ROCK ENERGY COOPERATIVE
AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF
COGENERATION OR SMALL POWER PRODUCTION INSTALLATION
10 KW OR LESS – ATTACHMENT A**

THIS AGREEMENT made this _____ day of _____, by and between _____ hereinafter referred to as the “Producer,” and Rock Energy Cooperative, hereinafter referred to as the “Cooperative” is as follows:

1. Purpose. Producer owns or intends to own and/or operate a distributed generation installation and desires to interconnect and operate such installation in parallel with Cooperative’s electric distribution system. This agreement defines the relationship between the Cooperative and Producer including terms affecting purchase and sale of electricity as well as reasonable conditions for interconnection and parallel operation.

2. Producer’s Generating Installation. The generating installation to which this agreement applies is described as:

Make: _____

Model: _____

Serial Number: _____

Fuel or Energy Source: _____

Nameplate Output Rating: _____

Operating Voltage: _____

Connection: _____

Located at: _____

Emergency Contact:

Name: _____

Address: _____ City: _____

Phone: _____

3. Terms. The Cooperative agrees to use reasonable diligence to provide simultaneous electric service. Interconnection, parallel operation, sales and purchases of electricity will be governed by the Cooperative’s Tariff and DG Guidelines including any and all amendments that may hereafter be approved or ordered by any regulatory authority having jurisdiction, SAID TARIFF and GUIDELINES including all service rules, regulations, and rates IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE’S OFFICE IN JANESVILLE, WISCONSIN.

4. Interconnection. Prior to interconnection Producer shall have (1) fulfilled all requisites for the provision of electric utility service contained in the tariff, and guidelines; (2) provide an interconnection plan and other information; (3) comply with conditions for line extension; (4) provide satisfactory liability insurance; (5) sign and deliver this Agreement; (6) complete construction; (7) comply with laws; (8) give notice of intent to energize; and (9) eliminate any conditions preventing interconnection. Producer warrants to Cooperative that Producer's power generating installation is constructed and will be maintained in a safe and reliable condition and will comply with the latest applicable codes.

5. Parallel Operation. Producer is responsible for installation, safe operation, protection, and maintenance of all equipment and wiring at and beyond the point where Producer's conductors contact the Cooperative's conductors. The electrical power generated shall be compatible with Cooperative's standard distribution system at the point of delivery and of such quality that Cooperative's system is not adversely affected. Producer shall install and/or pay for a visible break disconnect switch. The Cooperative shall have access to the disconnect switch and meter(s) at all times.

6. Purchases of Electricity from Producer. The Cooperative will pay for electricity purchased from Producer at the applicable rate schedule. The Cooperative will credit the value of all output purchased from the Producer's generating installation against the monthly bill for service for the month following receipt of the Producer's meter reading(s) for the monthly billing cycle. The Cooperative reserves the right to modify, amend or delete said schedule in accordance with this agreement.

7. Sales of Electric Service to Producer. Producer agrees to pay for electric service in accordance with the rate schedule applicable to class. If any tariff or rate is changed by the Cooperative, or by order or consent of any regulatory authority having a jurisdiction thereof whether or not at the request of the Cooperative, such changed tariff, rate/or redefined class or service shall be applicable to service provided hereunder from and after the effective date of such change.

8. Meter Readings. Monthly meter readings shall be performed by the Cooperative.

9. Term. The acceptance of this instrument by the Cooperative shall constitute an agreement between the Producer and the Cooperative which shall continue in force for an initial term of five years from the date service is made available by the Cooperative to the Producer. After the initial term, this agreement may be terminated by either party giving at least thirty (30) days written notice to the other.

10. Breach. The failure or refusal to perform any obligation contained in this agreement shall constitute a breach of this agreement. The parties shall have such remedies for breach as may be provided for at law or in equity. Notwithstanding any other provision of this agreement, Cooperative may discontinue service if Producer has breached any portion of this agreement by failure to make timely payment or otherwise.

11. Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Producer and Cooperative for the service herein described, and the Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Producer agrees that it is not relying on any statements not herein contained.

12. Assignments. This agreement shall not be assigned by Producer except in accordance with the Articles, Bylaws, and rules and regulations of Cooperative. This agreement shall inure to the benefit of Cooperative's assigns.

13. Interconnection Cost. Producer agrees to pay for extension or Cooperative's facilities and other interconnection costs as follows:

\$ _____ in advance of any work by the Cooperative;

14. Insurance Requirements and Indemnification. Throughout the term of this agreement, the Member shall carry a liability insurance policy issued by a licensed insurance carrier with an A. M. Best rating of B+ or better that provides protection against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the member's ownership and/or operation of the distributed generation facility under this agreement. The limits of such policy shall be at least \$500,000 per occurrence for those members with small generation facilities. The member shall provide a certificate of insurance containing a minimum 30 day notice of cancellation to the cooperative prior to connection of the member's facility to the cooperative's system.

In the event the member chooses to self-insure, the member shall provide proof of financial responsibility satisfactory to the cooperative and shall indemnify the cooperative, its officers, agents, and employees against all loss, damage, expense and liability to any persons, including members, for injury to or death of persons or injury to damages, member's fees and court costs, proximately caused by the indemnifying party's construction, ownership, interconnection, operation, or maintenance of, or by failure of, any of such party's works or facilities used in connection with the operation of the generating facility.

15. Acknowledgement of Receipt. Producer acknowledges receipt of a copy of the Cooperative's Rate Schedule and DG installation guidelines.

Rock Energy Cooperative

Producer:

By: _____

By: _____

CEO