



Your Touchstone Energy™ Cooperative  
*This institution is an equal opportunity provider & employer.*

P.O. Box 68 • Iron River, WI 54847-0068  
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## Net Energy Metering Agreement

This Agreement is made and entered into the later of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ or April 1, 2025 (the “Effective Date”) by and between Bayfield Electric Cooperative (“Cooperative”), and the individual Cooperative Member (“Member”) identified below:

Member Name: \_\_\_\_\_;

Member #: \_\_\_\_\_;

Account #: \_\_\_\_\_;

Service Address: \_\_\_\_\_;

Mailing Address: \_\_\_\_\_;

Telephone Number: \_\_\_\_\_;

E-mail Address: \_\_\_\_\_.

This Agreement applies to the Member Owned Generation (“Generator”) described in the Distributed Generation Interconnection Agreement dated \_\_\_\_\_ between the Cooperative Member.

### AGREEMENT

#### ARTICLE I - NET ENERGY METERING

- 1.1 **Term**. This Agreement shall be effective for a term of twenty (20) years beginning on the Effective Date.
- 1.2 **Billing**. Net Energy Metering is available to offset charges for kilowatt-hour (“kWh”) energy usage. Member is responsible for all other charges applicable to the Member’s rate class. The billing period to be used for this agreement shall be the customary billing period(s) for the Member’s rate class.

- 1.3 **Excess Energy.** Cooperative will track energy (in kWh) produced by Generator flowing to the Cooperative system. Cooperative will “bank” 90% of the excess energy (in kWh) as credits against future Member energy usage. Credits can be banked and carried forward month to month and applied to future consumption in subsequent billing periods. After the March billing period of each calendar year, any remaining balance of accrued energy shall be credited to the Member at Cooperative’s avoided cost of wholesale power (energy only) for the previous calendar year.
- 1.4 **Environmental Attributes.** Member acknowledges and agrees that any and all Environmental Attributes, as defined in Cooperative Policy 300.11, associated with the Generator shall be the property of Cooperative. Member is free to describe the environmental attributes of the Generator in public and private communications, provided, however, that Member agrees not to make any statement adverse to such ownership by Cooperative.

## ARTICLE II - MISCELLANEOUS

- 2.1 **Metering and Interconnection Requirements.** The design and installation of the Generator shall comply with Cooperative’s Distributed Energy Resource Policy 300.11, all applicable laws and regulation including current and future safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories, Incorporated, and the Interconnection Agreement between Member and the Cooperative. All generator installations must be inspected and approved by Cooperative personal before the generator can operate in a grid interconnect mode.
- 2.2 **Release; Indemnity.** Member hereby fully and unconditionally releases Cooperative from any and all liability for any personal injury or property damage incurred as a result of the operation of the Generator. Member further agrees to defend, indemnify and hold the Cooperative harmless from and against any and all claims, demands, damages and losses incurred by third parties resulting from the installation or operation of the Generator.
- 2.3 **No Assignment.** This Agreement is not assignable by Member to any subsequent purchaser of Member’s premises. Any attempted assignment shall be null and void.
- 2.4 **Governing Law.** The Agreement is made in the State of Wisconsin and shall be interpreted and governed by the laws of the State of Wisconsin and/or the laws of the United States, as applicable. The parties acknowledge and agree that a court of competent jurisdiction in Bayfield County, Wisconsin shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused the Agreement to be duly executed as of the day and year first above written.

Dated: \_\_\_\_\_

Bayfield Electric Cooperative

By: \_\_\_\_\_

Christopher Kopel

Chief Executive Officer

Dated: \_\_\_\_\_

Member

By: \_\_\_\_\_

Print Name: \_\_\_\_\_