

AGREEMENT FOR INTERCONNECTION

This Agreement for Interconnection (hereinafter "Agreement") is made and entered as of _____, 20_____, between the CITY OF CASEY, ILLINOIS, an Illinois municipal corporation (hereinafter referred to as "City"), and _____, (hereinafter referred to as "Customer"), an electric customer of the City presently receiving electric service from City, (each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties"). In consideration of the mutual covenants set forth herein, and other good and valuable consideration, the sufficiency and receipt thereof are hereby acknowledged, the Parties agree as follows:

1. **Scope of Agreement.** This Agreement addresses the conditions under which the City and Customer agree that one or more generating facilities, more particularly described in Exhibit A, which is attached hereto and hereby incorporated herein, which are owned and/or operated by Customer with a nameplate capacity of _____ kw or less, can be interconnected at _____V or less (collectively hereinafter sometimes referred to as the "On-Site Electric Generation Facilities") to the City's electric power distribution system (hereinafter sometimes referred to as the "System"). This Agreement shall not entitle the Customer to electric service beyond the terms of a separate membership agreement for service and is subject to the City's rules, policies, regulations, ordinances and rates (hereinafter collectively "Requirements").
- 2) Guidelines for interconnecting to the System are as follows:
 - A) **Establishment of Point of Interconnection.** The City and Customer agree to interconnect the On-Site Generation Facilities at the location(s) specified in Exhibit A "Point of Interconnection" in accordance with the terms of the City's Self-Generation Net Metering Policy and the Institute of Electrical and Electronic Engineers (IEEE) Standards 1547, 1547.1 and UL Standard 1741. 3.
 - B) **Construction of the On-Site Electric Generation Facilities.** The Customer may proceed to construct (including operational testing not to exceed 2 hours) the On-Site Electric Generation Facilities, once the conditional Agreement to interconnect the On-Site Electric Generation Facilities has been signed by the City.
 - C) **Final Interconnection and Operation.** The Customer may operate the On-Site Generation Facilities and interconnect with the City's System after all of the following have occurred:
 - i) **Electrical Inspection:** Upon completing construction of the On-Site Generation Facilities, the Customer shall, at Customer's expense, cause the On-Site Generation Facilities to be inspected by the local electrical inspection authority who shall establish that the On-Site Generation Facilities meets local code requirements.
 - ii) **Certificate of Completion:** The Customer shall provide the City with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the Customer, as well as an inspection form from the local electrical inspection authority demonstrating that the On-Site Generation Facilities passed inspection.

- iii) The City, at its discretion, has completed its witness test as per the following: the City must, upon reasonable notice and at a mutually convenient time, conduct a witness test of the On-Site Generation Facilities to ensure that all equipment has been appropriately installed and that all electrical connections and metering have been made in accordance with the applicable codes.

- D) **Compliance and Responsibilities of Customer for Installation, Operation and Maintenance of Facilities.** The On-Site Electric Generation Facilities shall be installed, operated, maintained, repaired, inspected, and tested by Customer, at Customer's expense, in accordance with the requirements of UL 1741 and The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue, New York, NY 10016-5997, Standard 1547 (2003) "Standard for Interconnecting Distributed Resources with Electric Power Systems", as well as all applicable Federal, State, City Requirements, and local laws, regulations, zoning codes, building codes, safety rules and environmental restrictions applicable to the design, installation, operation, maintenance, repair, inspection, and/or testing of the Customer's On-Site Electric Generation Facilities. Furthermore, Photovoltaic installations must comply with Article 690, Solar Photovoltaic Systems, of the National Electric Code. All interconnection related protective functions and associated batteries shall be periodically tested at intervals specified by the manufacturer system integrator, or the authority that has jurisdiction over the Distributed Resources interconnection, or all tests shall be performed at a minimum of every three (3) years. Periodic test reports shall be timely submitted by the Customer to the City Electric Department.

The City will notify Customer if there is evidence that the On-Site Electric Generation Facilities or the operation of the On-Site Electric Generation Facilities causes disturbance, disruption or deterioration of service to other members served from the System or if the On-Site Electric Generation Facilities or the operation of the On-Site Electric Generation Facilities causes damage to the System. If this condition persists, the City shall have the right to disconnect Customer from the System. Customer will immediately notify the City of any emergency or hazardous condition or occurrence with Customer's On-Site Electric Generation Facilities or interconnection facilities which could affect safe operation of the System.

- E) **Operator in Charge.** The Customer shall provide a phone number and address of an individual contact person with knowledge of this Agreement, familiar with the installation, maintenance and operation of the On-Site Electric Generation Facilities and with the authority to disconnect the On-Site Electric Generation Facilities from the system in the event the City requires doing so. The Customer is responsible for notifying the City of any change in the contact person information, including change of ownership.
- F) **No Power Sales to City** - Interconnection of the On-Site Electric Generation Facilities with the System does not grant Customer the right to export power nor does it constitute an agreement by the City to purchase or wheel power. Purchase of excess capacity generated by the On-Site Electric Generation Facilities is governed by the City's Self-Generation Net Metering Policy.
- G) **Access.** The City, and the City's employees and agents, shall have direct, unabated access to the On-Site Electric Generation Facilities and interconnection equipment including, but not limited to, the disconnect switch, at all times for any and all purposes. The disconnect

switch shall be clearly labeled and installed within two feet (2') of the meter. Except in emergencies, the City shall provide verbal notice to Customer two (2) business days prior to using its right of access.

The Customer shall also provide the City access to Customer's premises and to operational records for the On-Site Electric Generation Facilities for any reasonable purpose in connection with the interconnection described in this Agreement, the Requirements, or to provide service to its customers.

- H) **Metering.** Any required metering shall be installed by the City provided, however, the Customer shall reimburse the City for all costs of interconnection including, but not limited to, carrying and metering costs, incurred by the City in connecting the Customer's On-Site Electric Generation Facilities to the City's System. Metering shall meet accuracy standards required for equivalent electrical services and can be accomplished with standard meters or any devices that meet data collection and accuracy requirements.
- I) **Disconnection.**
- i) The City may disconnect the On-Site Electric Generation Facilities upon any of the following conditions, but must reconnect the On-Site Electric Generation Facilities once the condition is cured:
 - a) For scheduled outages, provided that the On-Site Electric Generation Facilities is treated in the same manner as the City's System load customers;
 - b) For unscheduled outages or emergency conditions;
 - c) If the On-Site Electric Generation Facilities does not operate in the manner consistent with this Agreement;
 - d) Improper installation or failure to pass the witness test;
 - e) If the On-Site Electric Generation Facilities is creating a safety, reliability or a power quality problem; or,
 - f) The interconnection equipment used by the On-Site Electric Generation Facilities is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved.
 - ii) The Customer may disconnect the On-Site Electric Generation Facilities from the System, provided that Customer notifies the City of the Customer's intent to disconnect by giving the City at least thirty (30) days' prior written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises rights under Section 6 that do not lead to a resolution of the issue. Customer shall disconnect On-Site Electric Generation Facilities from the System upon the effective date of any termination resulting from and required by actions under Section 6.

J. **Modification of its On-Site Electric Generation Facilities.** The Customer must receive written authorization from the City before making any changes to the On-Site Electric Generation Facilities that could affect the City's System. If the Customer makes such modifications without the City's prior written authorization, the City shall have the right to disconnect the On-Site Electric Generation Facilities immediately.

3) **Indemnification.** The interconnection customer shall indemnify and defend the City, Utility and the directors, officers, employees, and agents from all damages and expenses resulting from any third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct, or (b) breach of this Agreement. The Utility shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the utility's (a) negligence or willful misconduct, or (b) breach of this Agreement.

4) **Insurance.** Throughout the term of this Agreement, the Customer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance that provides protection against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the Customer's ownership and/or operation of the On-Site Electric Generation Facilities under this Agreement. The limits of such policy for a small generation facility shall be at least \$1,000,000 per occurrence. The Customer shall name the City as an additional insured, on a primary, non-contributory basis, on its homeowner's insurance policy, or similar policy covering general liability. Customer shall provide a certificate of insurance containing a minimum 30-day notice of cancellation to the City prior to connection of the Customer's On-Site Electric Generation Facilities to the System.

5) **Limitation of Liability and Indemnification.**

A) Notwithstanding any other provision in this Agreement, with respect to the City's provision of electric service to Customer and the services provided by the City pursuant to this Agreement, City's liability to Customer shall be limited as set forth in the laws of the State of Illinois, and in no event shall the City be liable for loss of profit, loss of operation time, or loss of or reduction in use of any On-Site Electric Generation Facilities or any portion thereof, increased expense of construction, operation or maintenance, or for any special, indirect, incidental, or consequential damages resulting from the construction, operation or maintenance of the Customer's On-Site Electric Generation Facilities.

B) For the purposes of this Agreement, a Force Majeure event is any event beyond the reasonable control of the affected party that the affected party is unable to prevent or provide against by exercising reasonable diligence. This includes, but is not limited to, public disorder, rebellion or insurrection, floods, hurricanes, earthquakes, lightning, storms or other natural calamities, explosions or fires, strikes, work stoppages or labor disputes, embargoes, and sabotage. If a Force Majeure event prevents a Party from fulfilling any obligations under this Agreement, such party will promptly notify the other party in writing and will keep the other party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected party is taking to mitigate the effect of the event on its performance. The affected party will be entitled to suspend or modify its performance of obligations under this Agreement but will use reasonable efforts to resume its performance as soon as possible.

C) Customer shall be responsible for the safe installation, maintenance, repair and condition of lines, wires, switches, or other equipment or property on its side of the point of

interconnection. The City does not assume any duty of inspecting Customer's lines, wires, switches, or other equipment or property and will not be responsible therefore. Customer assumes all responsibility for the electric service supplied hereunder and the On-Site Electric Generation Facilities and all other equipment used in connection therewith at or beyond the point of interconnection.

6) **Effective Term and Termination Rights.** This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Customer may terminate this Agreement at any time by giving City at least sixty (60) days' written notice; (b) City may terminate upon failure by Customer to generate energy from the On-Site Electric Generation Facilities within six (6) months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least thirty (30) days prior written notice that the other Party is in default of any of the terms and conditions of the Agreement or the Requirements or any rate schedule, regulation, contract, or policy of City, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) City may terminate by giving Customer at least sixty (60) days' notice in the event that there is a material change in an applicable law, or any change in policy or procedure pertaining to distributed generation by the City's wholesale electric supplier or requirement of any transmission utility, independent system operator or regional transmission organization having responsibility for the operation of any part of the System; (e) City may terminate this Agreement upon three (3) business days' notice in the event Customer ceases to receive electric service from City or is in default of terms or conditions for electric service.

In the event that a Party (i) makes a general assignment or arrangement for the benefit of creditors; (ii) commences an action or proceeding under any bankruptcy, insolvency or similar law for the protection of debtors or creditors, or has commenced against it any such action or proceeding which is not withdrawn or dismissed within thirty (30) days; (iii) otherwise is adjudicated a debtor in bankruptcy or insolvent; (iv) is unable (or admits in writing its inability) generally to pay its debts as they become due; (v) is dissolved or has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, acquisition or merger); (vi) seeks or becomes subject to the appointment of an administrator, assignee, conservator, receiver, trustee or similar official for substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets or has all, or has substantially all of its assets become subject to an attachment, execution, levy, sequestration or other legal process which is not dismissed discharged, stayed or restrained within thirty (30) days; (viii) causes or is subject to any event that has an effect analogous to any of the events enumerated in clauses (i) through (vii); or (ix) takes any action in furtherance of, or indicates its consent to, approval of, or acquiescence in any of the foregoing acts or events; then, in such event, this Agreement shall terminate automatically without notice and without any other action by either Party.

7) **Permanent Disconnection.** In the event the Agreement is terminated for any reason under this Agreement, the City shall have the right to disconnect the On-Site Electric Generation Facilities from the System or direct the Customer to disconnect the On-Site Electric Generation Facilities, at Customer's expense.

8) **Notice.** The Parties may mutually agree to provide notices, demands, comments, or requests by electronic means such as e-mail. Absent agreement to electronic communication, or unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to City of Casey: _____

If to Customer: _____

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

9) **Assignment/Transfer of Ownership of the On-Site Electric Generation Facilities.** This Agreement shall terminate upon the transfer of ownership of the Customer's property and/or the On-Site Electric Generation Facilities to a new owner unless the transferring owner assigns the Agreement to the new owner, the new owner agrees in writing to the terms of this Agreement, and the transferring owner so notifies the City in writing prior to the transfer of ownership. The City may assign the Agreement to another entity without the prior consent or written notice of the Customer.

10) **Survival Rights.** This Agreement shall remain in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement

11) **Miscellaneous:**

A. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding on the parties hereto only if evidenced in a writing signed by each party or an authorized representative of each party and attached to the Agreement as an additional Rider

B. Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the Requirements of the City, as well as the laws of the State of Illinois. Nothing in this Agreement is intended to affect any other agreement between the City and the Customer. The Customer agrees to abide by all Requirements of the City with respect to interconnection and such additional modifications thereto as well as all policies, terms and conditions now in effect or hereafter established by the City or the City Superintendent of Utilities & Streets related to interconnection.

C. 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.

D. Titles of Paragraphs. Titles of several paragraphs, sections or articles of this agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.

E. Severability and Infectious Invalidity. In the event a court of competent jurisdiction declares any particular provision of this Agreement to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed to be valid and enforceable.

F. Counterparts. This Agreement shall be executed in two counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

G. Non-Waiver. Any delay by the City in enforcing any of its rights under this Agreement shall not constitute a waiver of such right.

H. Cumulative Rights. Any and all of the City's rights and remedies under this Agreement shall be cumulative, and the exercise or non-exercise of any one or more rights or remedies shall not preclude the City from subsequently exercising such rights or remedies

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

City of Casey:

Interconnection Customer:

By: _____
Michael E. Nichols, Mayor

By: _____
Printed Name: _____