

CUSTOMER-OWNED GENERATING FACILITIES INTERCONNECTION AGREEMENT

This Customer-Owned Generating Facilities Interconnection Agreement (this “**Agreement**”) is entered into by and between the CITY OF ROCK FALLS ELECTRIC DEPARTMENT of the City of Rock Falls, an Illinois municipal corporation (“**City**”) and _____ (“**Customer**”). Customer and City are referenced in this Agreement collectively as “**Parties**” and individually as “**Party**.”

Recitals

WHEREAS, City is a municipality-owned electric utility engaged in the retail sale of electricity within the State of Illinois; and

WHEREAS, Customer is proposing to install, own, and operate an electric generating facility, or is proposing a generating capacity addition to an existing generating facility that qualifies under the City’s interconnection and customer self-generation policy as set forth in Section 32-351 of the Rock Falls Municipal Code (the “**Interconnection Policy**”) consistent with the application for interconnection completed by Customer and submitted to the City on or prior to the date hereof.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

Article I **Scope and Limitation of Agreement**

- 1.1 **Scope of Agreement.** This Agreement governs the terms and conditions under which the Customer’s generating facility will interconnect with, and operate in parallel with, the City’s electric distribution system. Terms used in this Agreement and not otherwise defined herein shall have the respective meaning given to them in the Interconnection Policy.
- 1.2 **Eligibility.** Interconnection to the City’s electric distribution system shall be granted only to new or existing Customers in good standing under the City’s terms, conditions, rules, regulations and provisions for electric service. The Interconnection Agreement shall be between the Customer owning the generating facility and the City.
- 1.3 **Request.** Any Customer desiring to interconnect a qualifying generating facility must complete and return to the City an *Interconnection Request Application Form* with payment of the applicable processing fee in accordance with the Interconnection Policy. The processing fee for systems sized 25 kW_{AC} and under is \$230.00. The processing fee for systems sized greater than 25 kW_{AC} is

\$230.00. The City may require, in its sole discretion, such additional details or clarification to the application as it determines is needed to properly evaluate the same.

- 1.4 **System Effects.** The City will analyze the overall impact of the proposed generating facility on the City’s electric distribution system. Such analyses will be based on Good Utility Practice to determine thermal effects, voltage fluctuations, power quality, system stability, and other parameters.
- 1.5 **System Upgrades.** As a result of the analysis described in section 1.4, the City will provide the Customer with a cost estimate and projected timeframe for any distribution system upgrades that may be necessary to accommodate the generating facility.
- 1.6 **Metering.** The Customer shall be responsible for the cost to purchase and install appropriate metering. Appendix A illustrates the sample of interconnection and metering requirement, ownership and responsibilities of the Parties.
- 1.7 **Codes and Permits.**
 - a) The Customer shall be responsible for procuring all building, operating, and environmental permits that are required by any governmental authority having jurisdiction for the type of generating facility and for the necessary ancillary structures to be installed, if any.
 - b) All equipment necessary to install and operate the generating facility shall meet the standards listed in Article II, Section 2.7.
 - c) The construction and operation of the facilities shall meet all applicable building and electrical codes, and any other reasonable safety requirements imposed by the City’s electric director.

Article II Technical Requirements

- 2.1 **Character of Service.** The electrical service shall be sixty (60) cycles per second (60 Hertz) alternating current (AC) at supply voltages and number of phases that apply under the City’s terms, conditions, rules, regulations and provisions for electric service, including metering requirements.
- 2.2 **Codes Requirements.** Once the generating facility has been authorized to commence parallel operation, the Customer shall abide by all operating procedures established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and Occupational Safety and Health

Administration. Specific codes are listed in Section 2.7 below as “**National Certification Codes and Standards**”. In addition, Manufacturer’s Ownership, Operating and Maintenance Manuals shall be reviewed and accepted by both Parties prior to beginning operation.

2.3 **Generating Facility Control and Operation.** The control system of the generating facility shall comply with the IEEE specifications and standards for parallel operation with the City and in particular as follows:

- a) Power output control system shall automatically disconnect from distribution system upon loss of City voltage and not reconnect until City voltage has been restored and stabilized by the City.
- b) Power output control system shall ride through voltage fluctuations but shall automatically disconnect from distribution system if City or Customer-owned generation voltage fluctuates beyond plus or minus 10% (ten percent). The Customer shall provide adequate protection to prevent damage to the distribution system from inadvertent over/under voltage conditions originating in Customer’s generating facility and to protect the Customer’s generating facility from inadvertent over/under voltage conditions originating from the distribution system.
- c) Power output control system shall ride through frequency fluctuations but shall automatically disconnect from City if frequency fluctuates beyond plus or minus two (2) cycles per second from sixty (60) cycles per second (Hertz).
- d) Inverter output distortion shall meet IEEE requirements.
- e) The generating facility shall meet the applicable IEEE standards concerning impacts to the distribution system with regard to harmonic distortion, voltage flicker, power factor, direct current injection and electromagnetic interference.
- f) The voltage produced by the Customer’s generating facility must be balanced if it is a three-phase installation. The Customer is responsible for protecting the generating facility from an inadvertent phase imbalance in the City’s service voltage.

2.4 **Fault Current Contribution.** The generating facility shall be equipped with protective equipment designed to automatically disconnect during fault current conditions and remain disconnected until the voltage and frequency have stabilized.

2.5 **Reclosing Coordination.** The generating facility shall be coordinated with the distribution system reclosing devices by disconnecting from the system during

the initial de-energized operation and shall remain disconnected until the voltage and frequency have stabilized.

2.6 **Disconnect Device.** A safety manual disconnect switch of the visible load break type shall be installed by the customer. The disconnect switch shall be mounted within two feet of electrical meter and visible to and readily accessible by City personnel. The switch shall be capable of being locked in the open position and shall prevent the generator from supplying power to the distribution system.

2.7 **Standards for Interconnection, Safety, and Operating Reliability.** The interconnection of a generating facility and associated interconnection equipment to the City's electric distribution system shall meet the applicable provisions of the following publications:

- a) ANSI/IEEE1547-2018 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1-2020 testing protocols to establish conformity) as they may be amended from time to time. The following standards shall be used as guidance in applying IEEE 1547:
 - i. IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems;
 - ii. IEEE1453, IEEE Recommended Practice for the Analysis of Fluctuating Installation on Power Systems;
 - iii. UL1741 requirement for inverter based generation;
 - iv. NESC Electric Safety Code;
 - v. ANSI/NFPA 70, National Electrical Code; and
 - vi. OSHA (29 CFR § 1910.269).

Article III Inspection, Testing, Authorization, and Right to Access

3.1 Equipment Testing and Inspection.

- a) Upon completing construction, the Customer shall test and inspect its generating facility including the interconnection equipment prior to interconnection in accordance with updated IEEE standards 1547 and IEEE standard 1547.1 by the City. The Customer shall not operate its

generating facility in parallel with distribution system without prior written authorization by the City.

- b) All interconnection related protective functions and associated direct current supplies shall be tested prior to commencement of commercial service, and (if nameplate rating of Customer's generating facilities is greater than 25 kW_{AC}) periodically tested thereafter no less than every three (3) years.

3.2 **Certification 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 City demonstrating that the generating facility passed inspection.

3.3 **Witness Test.**

- a) The City shall perform a witness test after construction of the generating facility is completed but before parallel operation, unless the City specifically waives the witness test. The Customer shall provide the City at least thirty (30) business days' notice of the planned commissioning test for the generating facility. If the City performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the Customer to schedule the witness test at a mutually agreeable time within ten (10) business days after the commissioning test, the witness test is deemed waived unless the parties mutually agree to extend the date for scheduling the witness test, or unless the City cannot do so for good cause, in which case, the parties shall agree to another date for scheduling the test within ten (10) business day of the original scheduled date. For systems sized less than 25 kW_{AC} the thirty (30) business days' notice shall be waived.
- b) If the witness test is not acceptable to the City, the Customer has thirty (30) business days to address and resolve any deficiencies. This time period may be extended upon agreement between the City and Customer. If the Customer fails to address and resolve the deficiencies to the satisfaction of the City, this Agreement shall be terminated. The Customer shall, if requested by the City, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE standard 1547.1.
- c) After the generating facility passes the witness testing, the City shall affix an authorized signature to the Certificate of Completion

and return it to the Customer approving the interconnection and authorization parallel operation.

- 3.4 **Right of Access.** The City must have access to the disconnect switch and metering equipment of the generating facility at all times without notice. When practical, the City shall provide notice to the Customer prior to using its right of access.

Article IV Effective Date, Term, Termination, and Disconnection

- 4.1 **Effective Date.** This Agreement shall become effective upon execution by all parties.
- 4.2 **Term of Agreement.** This Agreement shall become effective on the effective date and shall remain in effect unless terminated earlier in accordance with Article 4.4 of this Agreement.
- 4.3 **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the Codes and Regulations of the City as well as the laws of the State of Illinois without regard to its choice of law principals. Nothing in this Agreement is intended to affect any other agreement between the City and the Customer.
- 4.4 **Termination.** This Agreement may be terminated under the following conditions:
- a) By Customer - The Customer may terminate this Agreement by providing written notice of such termination to the City. If the Customer ceases operation of the generating facility, the Customer must notify the City.
 - b) By the City - The City may terminate this Agreement if the Customer fails to remedy a violation of the terms of this Agreement within thirty (30) calendar days after notice, or such other date as may be mutually agreed to prior to the expiration of the thirty (30) calendar day remedy period. The termination date shall be no less than thirty (30) calendar days after the Customer receives notice of its violation from the City.
 - c) Upon termination of this Agreement, the generating facility will be permanently disconnected from the City's electric distribution system. Terminating this Agreement does not relieve either party

of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

- d) Upon termination of this Agreement, the City shall open and padlock the manual disconnect switch on Customer's premises.

4.5 **Disconnection.** The City may temporarily disconnect the generating facility upon any of the following conditions, but must reconnect the generating facility once the condition is cured:

- a) For scheduled outages, provided that the generating facility is treated in the same manner as City's load Customers;
- b) For unscheduled outages or emergency conditions;
- c) If the generating facility does not operate in the manner consistent with this Agreement;
- d) Improper installation or failure to pass the witness test;
- e) If the generating facility is creating a safety, reliability or a power quality problem;
- f) The interconnection equipment used by the generating facility is de-listed by the nationally recognized testing Laboratory that provided the listing at the time the interconnection was approved; or
- g) Failure of the customer to obtain or maintain the insurance coverage set forth in Article 7 of this Agreement.

4.6 **Modification of Generating Facility.** The Customer must receive written authorization from the City before making any changes to the generating facility that could affect the distribution system. If the Customer makes such modifications without the City's prior written authorization, the City shall have the right to disconnect the generating facility immediately.

4.7 **Permanent Disconnection.** In the event the Agreement is terminated, the City shall have the right to disconnect its distribution system or direct the Customer to disconnect its generating facility.

- 4.8 **Lost Opportunity.** The City is not responsible for any lost opportunity or other costs incurred by the Customer as a result of an interruption of service under this Article 4.

Article V Cost Responsibility for Interconnection Facilities and Distribution Upgrades

5.1 **Interconnection Facilities.**

- a) The Customer is responsible for the cost of additional interconnection facilities necessary to interconnect the generating facility with the distribution system.
- b) The Customer is responsible for its expenses, including overheads, associated with owning, operation, maintaining, repairing, and replacing its interconnection equipment
- c) **Distribution System Upgrades.** The City shall design, procure, construct, install, and own any distribution system upgrades. The cost of the distribution system upgrades shall be directly assigned to the Customer whose generating facility caused the need for the distribution system upgrades.

- 5.2 **Cost for Small Systems.** For qualifying systems sized 25 kW_{AC} or less, the cost provided for in Section 5.1 shall not exceed \$1,500.

Article VI Assignment, Limitation on Damages, Indemnity, Force Majeure

- 6.1 **Assignment/Transfer of Ownership of the Generating Facility.** This Agreement shall terminate upon the transfer of ownership of the generating facility 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. Notwithstanding the foregoing, under no circumstance will credits for excess energy transfer by the transferring owner transfer to the new owner.

- 6.2 **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

- 6.3 **Indemnification.** The Customer shall indemnify and defend the City and its elected officials, directors, officers, employees, and agents from all damages and expenses resulting from any third party claim arising out of or based upon the Customer's (a) negligence or willful misconduct; (b) breach of this Agreement; or (c) the operation of the Customer's generating facility, regardless of Customer's negligence or willful misconduct, except when and to the extent the loss occurs due to the grossly negligent actions of the City. The City shall indemnify and defend the Customer and the 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 City's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.4 **Force Majeure.** If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party effected by the force majeure event (the "**Affected Party**") shall notify the other Party of the existence of the force majeure event within one (1) business day. The notification must specify the circumstances of the force majeure event, the expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement. The term "force majeure" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, epidemic, pandemic, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's reasonable control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Article VII Insurance

- 7.1 **Insurance.** The Customer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance or commercial general liability insurance. The Customer shall provide the City with proof of such insurance. The Customer shall name the City as an additional insured on all such policies and shall cause its insurance company to issue a Certificate of Insurance to the City to that effect. The Customer shall notify the City immediately if such insurance policy is terminated or cancelled prior to the end of its term and if the insurance company has communicated an intent not to renew the policy.

Article VIII

Documents and Notices

8.1 **Documents.** This Agreement includes the following documents, which are attached and incorporated by reference:

- a) One-line drawing
- b) Interconnection Request Application Form
- c) System Upgrade Estimated Costs
- d) Certificate of Completion

8.2 **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 Customer:

Use the contact information provided in the Customer's application. The Customer is responsible for notifying the City of any change in the contact party information, including change of ownership.

If to City:

Use the contact information provided below. The City is responsible for notifying the Customer of any change in the contact party information.

Name:

Mailing Address:

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ E-Mail Address: _____

Article IX

Signatures

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

CITY OF ROCK FALLS,
an Illinois municipal corporation

By: _____

Its: _____

CUSTOMER:

Name: _____

Title: _____

Signature: _____

APPENDIX A

Sample One-line Interconnection Diagram

