Customer-Owned Renewable Generation Facilities

Interconnection Agreement

This Agreement, (**"Agreement**") is entered into by and between the City of Batavia, ("**Utility**") and _____ ("**Customer**"). Customer and Utility are referenced in this Agreement collectively as **"Parties"** and individually as "**Party**."

Recitals

WHEREAS, Utility is a municipality-owned electric utility engaged in the retail sale of electricity in the state of Illinois.

WHEREAS, interconnection Customer is proposing to install, own, and operate a renewable electric generating facility, or is proposing a generating capacity addition to an existing renewable generating facility that qualifies under the City of Batavia's Customer Self-Generation and Net Billing Policy (originally adopted March 7, 2022) or the Public Utility Regulatory Policies Act (PURPA).

Agreement

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually 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 renewable generating facility will interconnect with, and operate in parallel with, the Utility's distribution system.

1.2 **Eligibility.** Interconnection to the electric system shall be granted only to new or existing Customers in good standing under the Utility's terms, conditions, rules, regulations and provisions for electric service. This Interconnection Agreement shall be between the Customer, who owns a renewable generating facility, and the Utility.

1.3 **Request.** A Customer desiring to interconnect a qualifying renewable generating facility must complete and return to the City's Community Development Department all required building permit applications and associated permit fees. Customer must also submit to the Utility three (3) fully executed copies of this Agreement along with payment of the applicable processing fee as described below:

1.3.1 The interconnection request processing fee for systems sized 25 kW_{AC} and under is $50.00.

1.3.2 For systems sized greater than 25 kW_{AC}, Customers shall submit an initial processing fee deposit of $1,500.00. The Utility will process the Customer's interconnection request and document all associated City and Third-Party costs. If, during the review, the cost to process Customer's interconnection request exceeds the value of the initial deposit, then Customer shall submit additional

payment to the City. The City will stop progress on the review until such time that additional funds are deposited. If, after the review is completed, the cost to process Customer's interconnection request is less than the initial deposit, then City shall reimburse Customer as applicable.

1.4 **System Effects.** The Utility will analyze, or cause to be analyzed, the overall impact of the proposed renewable generating facility on the 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**. If the Utility determines, based on the analysis described in section 1.4, that distribution system upgrades are required to accommodate the renewable generating facility, then the Utility will provide the Customer with a cost estimate and projected timeframe for any such upgrades.

1.6 **Metering.** Bidirectional metering equipment, of the type and specification determined by the City, shall be installed, at the City's expense, to measure the flow of electrical energy from the City to the customer and also from the customer to the City.

Article II Technical Requirements

2.1 **Character of Service.** The electrical service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and number of phases that apply under the Utility's terms, conditions, rules, regulations and provisions for electric service.

2.2 **Codes Requirements.** Once the renewable generating facility has been authorized to commence parallel operation, the interconnection Customer shall abide by all operating procedures established by the City of Batavia, 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. In addition, Manufacturer's Ownership, Operating and Maintenance Manuals shall be reviewed and accepted by both Parties prior to beginning operation.

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

a) Power output control system shall automatically disconnect from distribution system upon loss of Utility voltage and not reconnect until Utility voltage has been restored and stabilized by the Utility.
b) Power output control system shall ride through voltage fluctuations but shall automatically disconnect from distribution system if Utility or Customer-owned generation voltage fluctuates beyond plus or minus 10% (ten percent). The interconnection Customer shall provide adequate protection to prevent damage to the distribution system from inadvertent over/under voltage conditions originating in Customer's renewable generating facility and to protect the

Customer's renewable 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 Utility if frequency fluctuates beyond plus or minus 2 cycles per second from 60 cycles per second (Hertz).
d) Inverter output distortion shall meet all applicable IEEE requirements.
e) The renewable generating facility shall meet all 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 renewable generating facility must be balanced if it is a three-phase installation. The interconnection Customer is responsible for protecting the renewable generating facility from an inadvertent phase imbalance in the Utility's service voltage.

2.4 **Fault Current Contribution.** The renewable 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 renewable 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 visible to and readily accessible by Utility personnel. The switch shall be capable of being locked in the open position and shall prevent the renewable generator from supplying power to the distribution system.

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

a) City of Batavia Municipal, Zoning and Building Codes
b) NEC 2020 – Sections 690 and 705
c) 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:
d) IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
e) IEEE1453, IEEE Recommended Practice for the Analysis of Fluctuating Installation on Power Systems
f) UL1741 requirement for inverter based generation
g) NESC Electric Safety Code
h) ANSI/NFPA 70, National Electrical Code
i) OSHA OSHA (29 CFR § 1910.269)

2.8 **Warning Label.** The customer shall install a warning label on the service meter enclosure and transformer cabinet/disconnect stating the following:

Warning – Electrical Shock Hazard Do Not Touch Terminals. Terminals on Both The Line and Load Sides May be Energized In The Open Position

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

3.1 **Equipment Testing and Inspection.**

a) Upon completing initial construction, and as further described in Article 3.1.c, the interconnection Customer shall, at its sole expense, test and inspect its renewable generating facility, including the interconnection equipment, prior to interconnection in accordance with updated IEEE standards 1547 and IEEE standard 1547.1. All testing shall be performed in the presence of the Utility. The interconnection Customer shall not operate its renewable generating facility in parallel with distribution system without all final approvals and written authorization by the Utility.

b) All interconnection related protective functions and associated direct current supplies shall be tested in the presence of the Utility prior to initial commencement of commercial service. If the nameplate rating of Customer's renewable generating facilities is greater than 25 kW_{AC}, then additional testing shall be performed thereafter no less than once every three (3) years and as further described in Article 3.1.c.

c) In addition to the testing requirements outlined in Articles 3.1a and 3.1b, the interconnection Customer shall, at its sole expense, test and inspect its renewable generating facility whenever modifications are made that could affect its performance and interconnection to the Utility. Examples include, but are not limited to, hardware replacements, firmware or software updates, other programing upgrades, settings modifications, etc. All testing shall be performed in the presence of the Utility. The interconnection Customer shall not operate its renewable generating facility in parallel with distribution system without all final approvals and written authorization by the Utility.

3.2 **Certification of Completion.** The interconnection Customer shall provide the Utility with written documentation of all relevant and necessary testing information demonstrating that the renewable generating facility passed all inspections.

3.3 **Advanced Notice.** The interconnection Customer shall provide the Utility at least 10 business days' notice of the initial planned commissioning test for the renewable generating facility.

3.4 **Right of Access.** The Utility must have access to the disconnect switch and metering equipment of the renewable generating facility at all times without notice.

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 of Batavia 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 Utility and the interconnection Customer.

4.4 **Termination.** This Agreement may be terminated under the following conditions:

a) By interconnection Customer – If the interconnection Customer elects to cease operation of the renewable generating facility, the interconnection Customer shall notify the Utility and the Customer may terminate this Agreement by providing written notice to the Utility.

b) By the Utility – The Utility may terminate this Agreement if the interconnection Customer fails to remedy a violation of the terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to prior to the expiration of the 30 calendar day remedy period. The termination date may be no less than 30 calendar days after the interconnection Customer receives notice of its violation from the Utility.

Upon termination of this Agreement, the renewable generating facility will be permanently disconnected from the 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.

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

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

a) For scheduled outages, provided that the renewable generating facility is treated in the same manner as Utility's load Customers;
b) For unscheduled outages or emergency conditions;
c) If the renewable generating facility does not operate in the manner consistent with this Agreement;
d) Improper installation or failure to pass the required testing;
e) If the renewable generating facility is creating a safety, reliability or a power quality problem; or

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.

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

4.7 **Permanent Disconnection.** In the event the Agreement is terminated, the Utility shall have the right to take steps to permanently disconnect its distribution system or direct the interconnection Customer to permanently disconnect its renewable generating facility.

4.8 **Lost Opportunity.** The Utility is not responsible for any lost opportunity or other costs incurred by the interconnection 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 interconnection Customer is responsible for the cost of all interconnection facilities necessary to interconnect the renewable generating facility with the distribution system.
b) The interconnection Customer is responsible for its expenses, including overheads, associated with owning, operation, maintaining, repairing, and replacing its interconnection equipment
c) **Distribution System Upgrades.** The Utility shall design, procure, construct, install, and own any required distribution system upgrades. The cost of the distribution system upgrades shall be directly assigned to the interconnection Customer whose renewable generating facility caused the need for the distribution system upgrades.

Article VI Assignment, Insurance, 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 renewable 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 Utility in writing prior to the transfer of ownership.

6.2 **Insurance.** The customer's installation contractor must be licensed in the State of Illinois and must possess commercial general liability insurance coverage of at least $1,000,000 per occurrence and $2,000,000 in the aggregate per year. The interconnection customer shall provide the Utility with proof of such coverage at the

time of entering into this interconnection agreement and customer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance or commercial building insurance. The interconnection Customer shall provide the Utility with proof that it has a current homeowner's insurance or commercial building insurance policy, or other general liability policy. The interconnection customer shall notify the Utility 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.

6.3 **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.

6.4 **Indemnification.** The interconnection Customer shall indemnify and defend the city, Utility and the 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 interconnection Customer's (a) negligence or willful misconduct; (b) breach of this Agreement; or (c) the operation of the Customer's renewable 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 Utility. 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.

6.5 **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 (Affected Party) shall notify the other Party of the existence of the force majeure event within one 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 unit 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 Documents and Notices

7.1 **Documents.** The 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
e) Proof of the interconnection customer's contractor's insurance as described in Article VII

7.2 **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 Interconnection Customer:

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

If to Utility:

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

Director of Public Works
City of Batavia
200 N. Raddant Rd.
Batavia IL 60510

Article VIII Signatures

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

For the Interconnection Customer:
Name:
Title:
Date:

Signature: _____

For Utility
Name:

Title:
Date:

Signature: _____