



Standard Distributed Generation Interconnection - Level 1 Interconnection Request Application Form and Conditional Agreement to Interconnect

(Lab-Certified Inverter-Based Distributed Generation Facilities 20 kVA and Smaller)

AN APPLICATION FEE OF \$250.00 MUST BE SUBMITTED WITH THE APPLICATION

Interconnection Applicant Contact Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Alternate Contact Information (if different from Applicant)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Equipment Contractor

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor (if Different from Equipment Contractor)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

License number: _____

Active License? Yes No

Certified Distributed Generation Installer Certificate Docket Number: _____

All interconnected Facilities must be either installed or inspected by a certified distributed generation installer in accordance with [83 Ill. Adm. Code 468]. For additional information see the hyperlink below. <https://www.icc.illinois.gov/Electricity/authorities/DistributedGenerationCertification.aspx>

The Member reviewed the appropriate policies for the interconnection of distributed generation? Yes

1. [Distributed Generation Interconnection Procedures Policy](#)
2. [Net Metering and Avoided Cost Policy](#)
3. [Small Distributed Generation Incentive Policy](#)

Distributed Generation Facility ("Facility") Information

Facility Address: _____

City: _____ State: _____ Zip Code: _____

Account # or Meter # of Facility site (existing Member): _____

Inverter Manufacturer: _____ Model: _____

Is the inverter lab-certified? Yes No **please attach certification(s) to application*

AC Facility Nameplate:

Inverter MAX output: _____ * (kVA) X _____ # inverters/micros = _____ (kVA) AC Nameplate
** max, not max continuous*

DC Facility Nameplate:

Panel Output: _____ watts X _____ # Panels = _____ (kW) DC Nameplate

Prime Mover: Photovoltaic _____ Other _____

Energy Source: Solar _____ Wind _____ Other _____

Commissioning Date: _____

(If the Commissioning Date changes, the interconnection Member must inform the Cooperative as soon as it is aware of the changed date.)

Insurance Disclosure

The attached terms and conditions contain provisions related to liability and indemnification, and should be carefully considered by the interconnection Member. The interconnection Member shall carry general liability insurance coverage, such as, but not limited to, homeowner’s insurance. Whenever possible, the interconnection Member shall name the Cooperative as an additional insured on its homeowner’s insurance policy, or similar policy covering general liability.

Member Signature

I hereby certify that: (1) I have read and understand the terms and conditions which are attached hereto by reference; (2) I hereby agree to comply with the attached terms and conditions; and (3) to the best of my knowledge, all of the information provided in this application request form is complete and true.

Member Signature: _____

Title: _____ Date: _____

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Conditional Agreement to Interconnect Distributed Generation Facility

Receipt of the application fee is acknowledged and, by its signature below, the Cooperative has determined the interconnection request is complete. Interconnection of the distributed generation facility is conditionally approved contingent upon the attached terms and conditions of this Agreement, the return of the attached Certificate of Completion, duly executed verification of electrical inspection and successful witness test.

Cooperative Signature: _____ Date: _____

Name: _____ Title: _____

Terms and Conditions for Interconnection

1. **Construction of the Distributed Generation Facility.** The interconnection member may proceed to construct (**including operational testing not to exceed 2 hours**) the distributed generation facility, once the conditional Agreement to interconnect a distributed generation facility has been signed by the Cooperative.
2. **Final Interconnection and Operation.** The interconnection member may operate the distributed generation facility and interconnect with the Cooperative's electric distribution system after all of the following have occurred:
 - a. Electrical Inspection: Upon completing construction, the interconnection member shall cause the distributed generation facility to be inspected by the local electrical inspection authority, who shall establish that the distributed generator facility meets local code requirements.
 - b. Certificate of Completion: The interconnection member shall provide the Cooperative with a copy of the Certificate of Completion, with all relevant and necessary information fully completed by the interconnection member, as well as an inspection form from the local electrical inspection authority demonstrating that the distributed generation facility passed inspection.
 - c. The Cooperative has completed its witness test as per the following:
 - i. Within 10 business days of the commissioning date, the Cooperative must, upon reasonable notice and at a mutually convenient time, conduct a witness test of the distributed generation facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with the applicable codes.
 - ii. If the Cooperative does not perform the witness test within the 10 business days after the commissioning date or such other time as is mutually agreed to by the Parties, the witness test is deemed waived unless the Cooperative cannot do so for good cause. In these cases, upon Cooperative request, the interconnection customer shall agree to another date for the test within 10 business days after the original scheduled date.

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3. **IEEE 1547.** The distributed generation facility shall be installed, operated and tested in accordance with the requirements of 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."
4. **Right of Access, Equipment Installation, Removal & Inspection.** The Cooperative shall have free access to the Member's small generation facility and interconnection equipment at all times to monitor operation of the Member's equipment, Cooperative-supplied service equipment connected to such system, or to disconnect for good cause, without prior notice to the Member, Member's equipment from the Cooperative's distribution system.

The Cooperative shall also have access to Member's premises and to operational records for any reasonable purpose in connection with the interconnection described in this Agreement, the Requirements, or to provide service to its Members.

5. **Metering.** The Cooperative shall be reimbursed for all costs of interconnection, including all carrying and metering costs, incurred by the Cooperative in connecting the Member generation facilities to the distribution 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.
6. **Disconnection.** The Cooperative may, without prior notice to interconnection member, disconnect the distributed generation facility upon any of the following conditions and may reconnect the distributed generation facility once the condition is cured:
 - a. For scheduled outages, provided that the distributed generation facility is treated in the same manner as Cooperative's load members;
 - b. For unscheduled outages or emergency conditions;
 - c. If the distributed generation facility does not operate in the manner consistent with this Agreement;
 - d. Improper installation or failure to pass the witness test;
 - e. If the distributed generation facility is creating a safety, reliability or a power quality problem as defined by the Cooperative; or

- f. The interconnection equipment used by the distributed generation facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved.

7. Limitation of Liability and Indemnification

- a. Notwithstanding any other provision in this Agreement, with respect to the Cooperative's provision of electric service to Member and the services provided by the Cooperative pursuant to this Agreement, Cooperative's liability to Member shall be limited as set forth in the Cooperative's rules, bylaws, policies, contracts, and terms and conditions for electric service, which are incorporated herein by reference, and in no event shall the Cooperative be liable for loss of profit, loss of operation time, or loss of or reduction in use of any 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 Member's 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 including, but 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. Member 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 Cooperative does not assume any duty of inspecting Member's lines, wires, switches, or other equipment or property and will not be responsible therefore. Member assumes all responsibility for the

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electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of interconnection.

8. **Insurance.** The interconnection member shall provide the Cooperative with proof that it has a current homeowner's insurance policy, or other general liability policy, and, when possible, the interconnection member shall name the Cooperative as an additional insured on its homeowner's insurance policy, or similar policy covering general liability.

9. **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) Member may terminate this Agreement at any time by giving the Cooperative at least sixty (60) days' written notice; (b) Cooperative may terminate upon failure by Member to generate energy from the 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 Rules or any rate schedule, regulation, contract, or policy of the Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Cooperative may terminate by giving Member 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 Cooperative'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) Cooperative may terminate this Agreement upon three (3) business days notice in the event Member ceases to receive electric service from Cooperative 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

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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.

10. **Modification of Distributed Generation Facility.** The interconnection member must receive written authorization from the Cooperative before making any changes to the distributed generation facility that could affect the Cooperative's distribution system. If the interconnection member makes such modifications without the Cooperative's prior written authorization, the Cooperative shall have the right to disconnect the distributed generation facility.
11. **Permanent Disconnection.** In the event the Agreement is terminated, the Cooperative shall have the right to disconnect its facilities or direct the interconnection member to disconnect its distributed generation facility.
12. **Compliance with Laws, Rules and Regulations.** Member shall be responsible for complying with all federal, state and local laws. In the event Member's Facilities, interconnection or disposition of electricity generated by the Facilities are, or become, subject to Federal, State or local regulation, Member is, and shall be, responsible for regulatory compliance. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Rules and the Cooperative's policies governing interconnection of distributed generation. The Cooperative reserves the right to change the Rules and policies at any time.
13. **Severability.** If any portion or provision of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Agreement, shall remain in full force and effect.
14. **Amendment.** This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.
15. **Entirety of Agreement.** This Agreement, including the requirements contained in the attached Exhibits and Facilities Schedules, which are expressly made a part hereof for all purposes, constitutes the entire Agreement and understanding between the Parties with regard to the interconnection of the Facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or

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undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein or in Member's application, or other written information provided by the Member in compliance with these requirements.

16. **Assignment.** This Agreement may be assigned to a party receiving electric service from the Cooperative at the site of the Facilities only upon the express written consent of the Cooperative. The assignee will be responsible for the proper operation and maintenance of the Facilities, and must agree in writing to be subject to all provisions of this Agreement. Cooperative may assign the Agreement to another entity with the written approval of Member. Required consents shall not be withheld unreasonably.
17. **Notices.** Notices given under this Agreement are deemed to have been duly delivered once received by United States certified mail, return receipt requested, postage prepaid, to the above-listed names, titles, and addresses of either Party may be changed by written notification to the other.
18. **Invoicing and Payment.** Invoicing and payment terms for services associated with this Agreement shall be consistent with applicable Cooperative policies.
19. **No PURPA Interconnection.** The parties agree that the Member's facility is not a qualifying small power production facility or qualifying cogeneration facility as defined in the Public Utility Regulatory Policies Act of 1978 and that nothing herein confers any rights or obligations on either party by application of that Act.
20. **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.
21. **Waiver.** The failure of either party to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights or duties of the provisions in this Agreement.
22. **Governing Law and Jurisdiction.** It is agreed that this Agreement shall be construed and governed in accordance with the laws of the State of Illinois and that the Circuit Court of Jo-Daviess County has jurisdiction on all matters relating to the enforcement of this Agreement.
23. **Dispute.** In the event of a dispute, either party shall provide the other Party with a written Notice of Dispute describing in detail the nature of the dispute. If the dispute has

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not been resolved within two Business Days after receipt of the Notice by the other Party, the Parties agree that the dispute shall be resolved by the arbitration procedures as provided in the Cooperative's bylaws and policies.