

Section 466.APPENDIX A Level 1 Application and Contract

**Illinois Standard Distributed Generation Interconnection
Level 1
Interconnection Request Application Form and
Conditional Agreement to Interconnect
(Lab-Certified Inverter-Based Distributed Generation Facilities
10 kVA and Smaller)**

AN APPLICATION FEE OF \$50.00 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 ___

Is the Interconnection Customer requesting Net Metering in accordance with 83 Ill. Adm. Code 465?

Yes No

Distributed Generation Facility (“Facility”) Information

Facility Address: _____

City: _____ State: _____ Zip Code: _____

Electric Distribution Company (EDC) serving Facility site: _____

Electric Supplier (if different from EDC): _____

Account Number of Facility site (existing EDC customers): _____

Inverter Manufacturer: _____ Model: _____

Is the inverter lab-certified as that term is defined in the Illinois Distributed Generation

Interconnection Standard? Yes No

(If yes, attach manufacturer’s technical specifications and label information from a nationally recognized testing laboratory.)

Generation Facility Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell
 Turbine Other _____

Energy Source: Solar Wind Hydro Diesel Natural Gas
 Fuel Oil Other _____

Commissioning Date: _____

(If the Commissioning Date changes, the interconnection customer must inform the EDC as soon as it 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 customer. The interconnection customer shall carry general liability insurance coverage, such as, but not limited to, homeowner’s insurance. Whenever possible, the interconnection customer shall name the EDC as an additional insured on its homeowner’s insurance policy, or similar policy covering general liability.

Customer 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.

Applicant 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 EDC 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.

EDC Signature: _____ Date: _____

Name: _____ Title: _____

Terms and Conditions for Interconnection

- 1) **Construction of the Distributed Generation Facility.** The interconnection customer 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 EDC.
- 2) **Final Interconnection and Operation.** The interconnection customer may operate the distributed generation facility and interconnect with the EDC's electric distribution system after all of the following have occurred:
 - a) **Electrical Inspection:** Upon completing construction, the interconnection customer 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 customer shall provide the EDC with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the interconnection customer, as well as an inspection form from the local electrical inspection authority demonstrating that the distributed generation facility passed inspection.
 - c) The EDC has completed its witness test as per the following:
 - i) Within 10 business days of the commissioning date, the EDC 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 EDC 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 EDC cannot do so for good cause. In these cases, upon EDC request, the interconnection customer shall agree to another date for the test within 10 business days after the original scheduled date.
- 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) **Access.** The EDC shall have direct, unabated access to the disconnect switch and metering equipment of the distributed generation facility at all times. The EDC shall provide 5 business days notice to the customer prior to using its right of access except in emergencies.
- 5) **Metering.** Any required metering shall be installed pursuant to Illinois Commerce Commission approved tariffs.
- 6) **Disconnection.** The EDC may disconnect the distributed generation facility upon any of the following conditions, but must 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 EDC's load customers;

- 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; or
 - f) The interconnection equipment used by the distributed generation facility is delisted by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved.
- 7) **Indemnification.** The interconnection customer shall indemnify and defend the EDC and the EDC's 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 EDC 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 EDC's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 8) **Insurance.** The interconnection customer shall provide the EDC with proof that it has a current homeowner's insurance policy, or other general liability policy, and, when possible, the interconnection customer shall name the EDC as an additional insured on its homeowner's insurance policy, or similar policy covering general liability.
- 9) **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.
- 10) **Termination.** This Agreement may be terminated under the following conditions:
- a) By interconnection customer - The interconnection customer may terminate this interconnection agreement by providing written notice to the EDC. If the interconnection customer ceases operation of the distributed generation facility, the interconnection customer must notify the EDC
 - b) By the EDC - The EDC may terminate this Agreement if the interconnection customer fails to remedy a violation of 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 EDC.
- 11) **Modification of Distributed Generation Facility.** The interconnection customer must receive written authorization from the EDC before making any changes to the distributed generation facility that could affect the EDC's distribution system. If the interconnection customer makes such modifications without the EDC's prior written authorization, the EDC shall have the right to disconnect the distributed generation facility.
- 12) **Permanent Disconnection.** In the event the Agreement is terminated, the EDC shall have the right to disconnect its facilities or direct the interconnection customer to disconnect its distributed generation facility.

- 13) **Disputes.** Each Party agrees to attempt to resolve all disputes regarding the provisions of this agreement that cannot be resolved between the two Parties pursuant to the dispute resolution provisions found in 83 Ill. Adm. Code 466.130.
- 14) **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois. Nothing in this Agreement is intended to affect any other agreement between the EDC and the interconnection customer.
- 15) **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.
- 16) **Assignment/Transfer of Ownership of the Distributed Generation Facility.** This Agreement shall terminate upon the transfer of ownership of the distributed generation 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 EDC in writing prior to the transfer of ownership.
- 17) **Definitions.** Any term used herein and not defined shall have the same meaning as the defined terms used in 83 Ill. Adm. Code 466 (the Illinois Distributed Generation Interconnection Standard).
- 18) **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 EDC of any change in the contact party information, including change of ownership.

If to EDC:

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

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____