

CHAPTER 11

ELECTRIC SYSTEM

11-1-1 SERVICE CHARGES. There are hereby established rates and charges for the use and service of electric current for light and power based upon electricity consumed as recorded by electric meters based upon the type of premises served as follows:

(A) **Electricity Used For Residential Purposes.** (Available to single-family dwelling units for all domestic use.)

For the first 40 KWH used per month at	\$0.152003 per KWH
For the next 80 KWH used per month at	\$0.108037 per KWH
For all over 120 KWH used per month at	\$0.081028 per KWH

The minimum charge for electric service used for residential purposes shall be **Six Dollars Eight Cents (\$6.08)** per month for the first **forty (40) KWH**.

(B) **Electricity Used For Commercial Purposes.** (Available to commercial and non-residential customers for lighting and all power purposes.)

For the first 100 KWH used per month at	\$0.181642 per KWH
For the next 150 KWH used per month at	\$0.135837 per KWH
For the next 250 KWH used per month at	\$0.113724 per KWH
For the next 500 KWH used per month at	\$0.101088 per KWH
For all over 1,000 KWH used per month at	\$0.076447 per KWH

The minimum charge for electricity used for commercial purposes shall be **Eighteen Dollars Sixteen Cents (\$18.16)** per month for the first **one hundred (100) KWH**.

(C) **Rates and Charges for Electric System.** Except as established by a Council approved contract, there are established charges and rates for the use of and for the services supplied by the electric system of the City based on the amount of kilowatts consumed by the customer as shown by electric meters. Calculations of charges are made by rate tables.

Commencing with the first billing for each customer after **May 1, 2010** and on **May 1** every year thereafter, there shall be an increase of **five percent (5%)** to the billing rate table; this change to the rate tables will be reviewed and may be adjusted by the Mayor and City Council each year or at any time deemed necessary by them. **(Ord. No. 09-18; 12-15-09)**

(D) **Utility Taxes.** Utility taxes are billed at a rate set by the State of Illinois; collected by the City on the billing and then are paid over to the State of Illinois monthly. **(Ord. No. 09-18; 12-15-09)**

(E) **Power Cost Adjustment Charges.** These charges are billed to the City by Ameren Energy Marketing and Midwest Independent System Operators based on consumption by the City each month. Such charges are then calculated and billed to each customer on the basis of the consumption of that individual customer. **(Ord. No. 09-18; 12-15-09)**

11-1-2 BILLING AND PAYMENT OF CHARGES. Charges for electric services shall be made monthly. All bills for such service shall be rendered as of the **first (1st) day** of each month following the month for which service is rendered and electric meters read. All bills shall be payable by the **fifteenth (15th) day** of the month in which the bill is rendered. All bills not paid shall have a penalty of **five percent (5%)** added on the **sixteenth (16th) day** of said month. When the

fifteenth (15th) day of any month shall be a Sunday or legal holiday, then such bills for service shall be paid on the next succeeding secular day without the penalty added.

In addition to all other charges, there shall be charged to the customer the sum of **Twenty-Five Dollars (\$25.00)** for each customer's check returned to the City for insufficient funds or other reason. Two or more such returned checks within a **six (6) month** period shall result in the requirement that all future payments to the City from that customer must be in form of either cash, money order or cashier check, unless otherwise authorized by the City Collector. All unpaid returned check charges shall be added to the customer's account and shall constitute a lien on the customer's property. (Ord. No. 15-13; 10-06-15)

11-1-3 **DISCONNECTION OF SERVICE FOR NONPAYMENT OF BILLS.** In the event charges for electric service are not paid on the **fifteenth (15th) day** of the month in which billed, a notice of disconnection shall be mailed to the customer by the City Collector on or after the **seventeenth (17th) day** of the month in which billed. Such disconnection notice shall advise the customer that service will be disconnected on or after the **fourth (4th) day** of the succeeding month, unless full payment of all delinquent charges for electricity and all penalties are paid in full to the City Collector before **8:00 A.M.** on the **fourth (4th) day** of the succeeding month.

In the event such delinquent charges are not paid in full to the City Collector by **8:00 A.M.** on the **fourth (4th) day** of the succeeding month, a delinquent fee of **Thirty-Five Dollars (\$35.00)** shall be charged to all accounts with a delinquent balance. Also, a City employee shall be sent to the premises to disconnect such delinquent user from the electric utility system without further notice.

Once disconnection has been made, no reconnection shall be made until all delinquent charges for electricity, and all penalties and delinquent fees have been paid in full to the City Collector, except, however, that if such services have been disconnected for a third time within a period of **one (1) year**, a delinquent fee of **Seventy-Five Dollars (\$75.00)** will be charged, and in addition, the delinquent fee within the succeeding year shall be **Seventy-Five Dollars (\$75.00)**.

Disconnections will be made between **8:00 A.M.** and **3:00 P.M.**, Monday through Thursday, only between **8:00 A.M.** and **12:00 Noon** on Friday, and only between **8:00 A.M.** and **12:00 Noon** when the City offices will be closed the following day. These hours provide the customer the opportunity to make payment and have service reconnected.

Reconnections will be made between **8:00 A.M.** and **3:00 P.M.**, Monday through Friday. Reconnections made after **3:00 P.M.** or on holidays or weekends will have an additional charge of **One Hundred Two Dollars Fifteen Cents (\$102.15)** to cover the overtime expense. (Ord. No. 08-1; 02-05-08)

11-1-4 **SERVICE DEPOSITS FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS, LANDLORDS OF UNOCCUPIED RENTAL PROPERTY, AND INDUSTRIAL CUSTOMERS.**

(A) **Residential.** Any person, firm or corporation, whether as owner or as tenant, who applies after **February 5, 2008** for electric service, water and/or sewer service for residential purposes, shall pay to and maintain with the City Collector a service deposit as advance security for the payment of charges for service furnished. The deposit amount shall be **Three Hundred Fifty Dollars (\$350.00)** for a current

Electric System

City customer with a fair payment history or a new customer with a fair credit rating. Upon transfer of a deposit, the deposit amount shall be **Five Hundred Dollars (\$500.00)** for a current City customer with a poor payment record or a poor credit rating. The deposit amount shall be **Five Hundred Dollars (\$500.00)** for a new customer with a poor credit rating. After **one (1) full year** of service history without a disconnection notice **Two Hundred Dollars (\$200.00)** of the **Three Hundred Fifty Dollars (\$350.00)** or the **Five Hundred Dollar (\$500.00)** original deposit shall be credited to the property owner's current bill as a refund. To receive the **Two Hundred Dollars (\$200.00)** credit, proof of ownership (a copy of the recorded deed) shall be provided to the City Collector. After **two (2) full years** of service history without a disconnection notice **One Hundred Fifty Dollars (\$150.00)** of the original **Five Hundred Dollar (\$500.00)** deposit shall be credited to the property owner's current bill as a refund upon the owner's request to the City Collector. Upon termination of services, the remaining property owner's deposit shall be applied to the property owner's final bill and the excess if any shall be refunded to the property owner. Upon termination of a tenant's services, the tenant's **Three Hundred Fifty Dollars (\$350.00)** or **Five Hundred Dollars (\$500.00)** deposit shall be applied to the tenant's final bill and the excess if any shall be refunded to the tenant.

Notwithstanding the foregoing, a residential customer's total deposit for electricity, water and/or sewer service shall not exceed **Five Hundred Dollars (\$500.00)**.

(B) **Commercial.** Any person, firm or corporation, whether as owner, or as tenant, who applies after **November 20, 2001** for electric service, water and/or sewer service shall pay to and maintain with the City Collector a service deposit of **Three Hundred Fifty Dollars (\$350.00)** or a sum determined to be equal to the average monthly charge for such electricity, water and sewer services, whichever is greater. The average commercial consumption and billing expected to be used shall be determined by proper employees of the electric, water and sewer departments of the City. Such deposit is an advance security for the payment of charges for services furnished. After **one (1) full year** of service history without a disconnection notice any amount of the original owner's deposit exceeding the average monthly charge for electricity, water and sewer services shall be credited to the property owner's current bill as a refund. To receive credit, proof of ownership (a copy of the recorded deed) shall be provided to the City Collector. Upon termination of services, the remainder of the property owner's deposit shall be applied to the property owner's final bill and the excess if any shall be refunded to the property owner. Upon termination of a tenant's services, the tenant's original deposit shall be applied to the tenant's final bill and the excess if any shall be refunded to the tenant.

Notwithstanding the foregoing, a commercial customer's total deposit for electricity, water and/or sewer service shall not exceed **Three Hundred Fifty Dollars (\$350.00)** or a sum determined to be equal to the average monthly charge for electricity, water and sewer service, whichever is greater.

(C) **Landlords of Unoccupied Rental Property.** In lieu of a cash utility deposit of **Three Hundred Fifty Dollars (\$350.00)** or **Five Hundred Dollars**

(\$500.00) an owner of an unoccupied rental property/unit, the utilities for which have been placed in owner's name, shall pay to and maintain with the City Collector a service deposit of **Fifty Dollars (\$50.00)**, **One Hundred Seventy-Five Dollars (\$175.00)** or **Three Hundred Fifty Dollars (\$350.00)**, the amount to be determined by the owner's current payment history or a current credit rating. The deposit for a good credit rating shall be **Fifty Dollars (\$50.00)**, a fair credit rating shall be **One Hundred Seventy-Five Dollars (\$175.00)** and a poor credit rating shall be **Three Hundred Fifty Dollars (\$350.00)**. Upon rental/occupancy of the property/unit a cash deposit shall be required in accordance with present Ordinance, irrespective of whether the utilities remain in the owner's name or are placed in the renter's name.

(D) **Industrial.** Any person, firm or corporation, whether as owner, or as tenant, who applies after **March 18, 2008** for electric service, water and/or sewer service shall pay to and maintain with the City Collector a service deposit of **Three Hundred Fifty Dollars (\$350.00)**. Such deposit is an advance security for the payment of charges for services furnished. Upon termination of service, the original deposit shall be applied to the final bill and the excess if any shall be refunded to the customer. To be eligible for the **Three Hundred Fifty Dollar (\$350.00)** Industrial Rate deposit, the customer must create **ten (10)** or more new jobs within the **first (1st) year** of their doing business in the City and retain those jobs or a minimum of **five (5) years**. The Industrial Rate deposit amount of **Three Hundred Fifty Dollars (\$350.00)** shall terminate automatically if the new employer (1) fails to create **ten (10)** or more full time jobs in the City within the **first (1st) year** or (2) fails to retain those **ten (10)** or more jobs for a minimum of **five (5) years**, at which time the Commercial Deposit policy shall be enforced.

(Ord. 08-8; 03-18-08)

11-1-5 TAMPERING. It shall be unlawful for any person not authorized by the City to tamper with, alter, or injure any transmission conduits or appurtenances thereto utilized to provide electrical service to customers of the City of Newton's electrical distribution system, or to tamper with, alter or injure any meter utilized to record electricity consumed by a customer. Any person found to be in violation of this provision shall be subject to the penalties provided for in this Code (**See Section 1-1-20**) and shall be reported to the Jasper County State's Attorney for prosecution for tampering under the Illinois Criminal Code. Additionally, any service that has been tampered with shall be disconnected and removed without prior notice. Service shall not be reinstalled or activated until all damages to the City's equipment, all consumption charges, including those for estimated lost consumption, the required service deposit and the required reconnection charge have been paid in full.

11-1-6 EXCEPTIONS TO DISCONNECTION OF SERVICE.

(A) No electric service furnished to a residential customer by the City shall be terminated for nonpayment of bills on:

- (1) Any day when the national weather service forecast for the following **twenty-four (24) hours** covering the area in which the residence is located includes a forecast that the temperature will be **twenty (20) degrees** Fahrenheit or below; or
- (2) Any day preceding a holiday or a weekend when such a forecast indicates that the temperature will be **twenty (20) degrees** Fahrenheit or below during the holiday or weekend.

(B) Anyone with a serious illness necessitating the need for continuation of electric service who is living full time at a residence scheduled for disconnection of service may contact a duly licensed physician. If the City Clerk receives, prior to disconnection of service, a written confirmation of the illness from a duly licensed physician, the electric service shall not be disconnected for a period of **thirty (30) days** from the day the written confirmation is received by the City Clerk if the customer complies with both of the following conditions, to-wit:

- (1) The duly licensed physician's statement must include the name, address and telephone number of the ill person; verification that the ill person is a full-time resident of the premises; the nature and duration of the illness verifying that termination of the electric service in question will create a life-threatening situation; and the business name and telephone number of the certifying physician.
- (2) The customer must make full payment of all delinquent electric service charges and all penalties within **thirty (30) days** after the City Clerk's receipt of the said physician's written confirmation otherwise, the electric service shall be disconnected on or after the **thirty-first (31st) day** after the Clerk's receipt of the said written physician's confirmation.
- (3) The City reserves the right to verify any and all information concerning a customer's illness.

(C) Any person receiving a disconnection notice who believes there has been an error in billing, malfunction of metering equipment or other just cause, may request a hearing before the City Council. A request for hearing by the customer must be submitted in writing to the City Clerk before disconnection has occurred. The hearing will take place within **fifteen (15) days** of the receipt of the customer's request for hearing. A decision will be rendered following the hearing. A decision will be rendered following the hearing. Until the hearing has been held and decision rendered, the customer's service will not be disconnected. Should the City Council's decision after the hearing be to disconnect the electric service, the customer will be so notified by written notice not less than **seven (7) days** prior to disconnection of service.

(Unless Otherwise Noted; Ord. No. 01-24; 11-20-01)

ARTICLE II – ECONOMIC INCENTIVES

11-2-1 INCENTIVE ESTABLISHED. The Mayor or other authorized office of the City is hereby authorized to negotiate with and offer to any individual, association, corporation or other legal entity proposing to come to the City and create **ten (10)** or more new jobs a **five (5) year** contract which contains the following terms:

(A) An employer creating **ten (10)** or more full-time jobs within the **first (1st) year** of their doing business in the City and retaining those jobs for a minimum of **five (5) years** will be eligible for electric rate discounts as follows:

(1) Years 1-5 – Industrial Rate which shall be a rate equal to the City's cost from the City's supplier of electricity.

(2) Year 6 – Graduated Industrial Rate as defined in the following billing rate table:

For the first 100 KWH used per month at .125362

For the next 150 KWH used per month at .101315

For the next 250 KWH used per month at .089705

For the next 500 KWH used per month at .083071

For all over 1000 KWH used per month at .070135

The minimum charge for electricity used for commercial purposes shall be **Twelve Dollars Fifty-Four Cents (\$12.54)** per month for the first **one hundred (100) KWH**.

Rates and Charges for Electric System, Utility Taxes and Power Cost Adjustment Charges apply as defined in the Newton City Code.

(Ord. No. 11-3; 04-19-11)

(3) Year 7 – Commercial Rate as defined in the City Code.

(B) The foregoing rates would not change during the term of the contract unless the City's cost from its supplier, currently Ameren CIPS, changes then any increases would be passed on to the customer.

(C) The foregoing discounted rates shall terminate automatically if the new employer (1) fails to create **ten (10)** or more full-time jobs in the City within the **first (1st) year**; (2) fails to retain those **ten (10)** or more jobs for a minimum of **five (5) years** or (3) fails to meet any other of its obligations to the City. In the event of said termination, the new employer must agree to reimburse the City the difference between the discounted electric rate and the normal electric rate that would have been charged to the new employer, said difference to be paid to the City within **sixty (60) days** from the date of said termination.

(Ord. No. 05-28; 10-04-05)

ARTICLE III - NET METERING POLICY

11-3-1 **NET METERING POLICY.** The City hereby adopts the new Net Metering Policy set forth in Exhibit A attached hereto, the new Terms and Conditions for Interconnection set forth in Exhibit B attached hereto, the new Standard Distributed Generation Interconnection Request Application Form set forth in Exhibit C attached hereto, the new Interconnection Request Application Form set forth in Exhibit D attached hereto, and the new Certificate of Completion set forth in Exhibit E attached hereto, all of which are incorporated herein by this reference.

The effective date of the new Net Metering Policy and affiliated exhibits above described shall be November 19, 2019. Any electric generating facility operating within the City before the effective date of this Article, shall be grandfathered in and shall be governed by the old Net Metering Policy until the facility ceases to operate or there is a transfer of ownership, at which time the generating facility shall be governed by this new Article.

(Ord. No. 19-12; 11-19-19)

EXHIBIT A

CITY OF NEWTON NET METERING POLICY

EFFECTIVE DATE: NOVEMBER 19, 2019

Section 1: The City of Newton ("City") shall make available, upon request, net metering service to any customer taking service from the City and who meets the requirements set forth in this policy. For purposes of this policy "net metering" means service to an electric customer under which electric energy generated by that electric customer from an eligible on-site generating facility owned by that customer and, under some circumstances, delivered to the local distribution facilities, may be used to offset electric energy provided by the electric utility to the electric customer as provided for in this policy. For multi-unit residential and commercial buildings, if all units are on the same account it qualifies as a single customer for purposes of this policy. If individual units are separately metered and individual tenants have individual accounts, then the term "customer" only refers to the building owner and any usage by the owner. The utility cannot be responsible to allocate renewable generation facilities to individual accounts in a multi-unit residential or commercial building. Before the project starts construction, customer must complete the attached application form and receive approval from the Newton Municipal Electric Department. Before the project in service date, the contractor must complete and deliver the attached Certification of Completion to the Newton Municipal Electric Department.

Section 2: For purposes of this policy an eligible on-site generating facility shall be defined as a renewable generating facility such as a photovoltaic facility and small wind turbines. Other forms of renewable generation shall be considered on a case-by-case basis. In all cases, facilities interconnected must be deemed by the utility to be renewable to qualify for this policy.

Section 3: The electric generating facility must also abide by the City Interconnection Standards currently in place.

Section 4: Subject to the limitations set forth herein, the City shall make net metering service available upon request to any City residential electric customer with a qualifying generating facility of 10 kW capacity or less. For commercial and industrial accounts, the limit will be 20 kW. For all generating facilities, including those larger than these limits, the City reserves the authority to limit the size of a customer net metered installation to a size such that the electrical output will not, as a matter of routine operation, exceed the electric load of the service on which it is installed.

Section 5: Total net metered capacity interconnected under this policy for the City system shall not exceed **two percent (2%)** of the system's peak as it existed in the prior calendar year. In the event that the system peak is reduced such that the existing net capacity exceeds the **two percent (2%)** level, those existing net metered customers shall be allowed to continue under this policy. However, no new interconnections will be allowed until such time as the system peak grows such that net metered capacity is again no greater than **two percent (2%)** of the system's peak.

Electric System

Section 6: The utility shall install a bi-directional meter to measure both the energy used by the customer from the utility and the energy provided by the customer to the utility. Energy generated by the customer-owned generator will offset the energy required by the customer's load during the billing period. Energy used by the customer from the utility, as reflected in the meter reading, shall be billed at the appropriate utility full retail rate. For any energy generated by the customer and provided to the utility for a given billing period, as reflected in the meter reading, a credit shall be applied to the customer's bill based upon the utility's avoided cost. Avoided cost shall be defined as the average cost in cents/kWh billed to the utility by its power supplier for the previous month.

Section 7: Any costs the City incurs associated with the net metering program, including but not limited to changes in metering (to include installation of a bi-directional meter), other physical facilities or billing-related costs, shall be borne by the participants in the net metering program participant.

Section 8: The City may develop such documents as are needed to implement this policy.

EXHIBIT "B"

Terms and Conditions for Interconnection

The City of Newton shall make available, upon request, interconnection services to any customer that meets the required guidelines. Interconnection services in this Chapter refers to on-site generating facilities connected to the City of Newton electric distribution system in a manner that will allow excess electricity generated by the eligible on-site generating facility to be safely delivered onto the City of Newton electric distribution system.

Guidelines for interconnecting to the utility system are as follows:

1. **Construction of the Distributed Generation Facility.** The interconnection customer may proceed to construct (including operational testing not to exceed **two (2) hours**) the distributed generation facility, once the conditional Agreement to interconnect a distributed generation facility has been signed by the utility.
2. **Final Interconnection and Operation.** The interconnection customer may operate the distributed generation facility and interconnect with the utility'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 utility 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 utility, at its discretion, has completed its witness test as per the following:
 - i. Within **ten (10) business days** of the commissioning date, the (utility name) 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 and metering have been made in accordance with the applicable codes.
 - ii. If the utility does not perform the witness test within the **ten (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 utility cannot do so for good cause. In these cases, upon utility request, the interconnection customer shall agree to another date for the test within **ten (10) business days** after the original scheduled date.
3. **Compliance.** The distributed generation facility shall be installed, operated and tested 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." 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 maintained and submitted to the City Electric Department.

4. **Access.** The utility shall have direct, unabated access to the disconnect switch and metering equipment of the distributed generation facility at all times. The disconnect switch shall be clearly labeled and installed within **two (2) feet** of the meter. The utility shall provide **five (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 at customer expense.
6. **Disconnection.** The utility 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 utility'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 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.
8. **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, and, when possible, the interconnection customer shall name the utility as an additional insured on its homeowner's insurance or commercial building 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 Agreement by providing written notice to the utility. If the interconnection

customer ceases operation of the distributed generation facility, the interconnection customer must notify the utility.

- B. By the Utility. The utility may terminate this Agreement if the interconnection customer fails to remedy a violation of 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 may be no less than **thirty (30) calendar days** after the interconnection customer receives notice of its violation from the utility.
11. **Modification of Distributed Generation Facility.** The interconnection customer must receive written authorization from the utility before making any changes to the distributed generation facility that could affect the utility's 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 distributed generation facility immediately.
 12. **Permanent Disconnection.** In the event the Agreement is terminated, the utility shall have the right to disconnect its facilities or direct the interconnection customer to disconnect its distributed generation facility.
 13. **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. Nothing in this Agreement is intended to affect any other agreement between the utility and the interconnection customer.
 14. **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.
 15. **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 utility in writing prior to the transfer of ownership.
 16. **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.

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening) _____

Fax Number: _____ Email Address: _____

EXHIBIT C

**City of Newton Standard Distributed Generation Interconnection
Interconnection Request Application Form
(Lab-Certified) Inverter-Based Distributed Generation Facilities 20 kW and Smaller**

Interconnection Applicant Contact Information

Customer Name: _____
Primary Contact: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email Address: _____

Additional Contact Information (if different from primary contact)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email Address: _____

Equipment Contractor

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email Address: _____

Electrical Contractor (if different from Equipment Contractor)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email Address: _____
Contractor License Number: _____
Active License? Yes No
Registered with Municipality? Yes No
Is the Interconnection Customer requesting Net Metering? Yes No

Distributed Generation Facility ("Facility") Information

Electric System

Facility Address: _____

City: _____ State: _____ Zip Code: _____

City of Newton serving Facility site: _____

Electric System

Account Number of Facility site: _____

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 Turbine

Energy Source: Solar Wind

In-Service Date: _____

(If the In-Service Date changes, the interconnection customer must inform the utility 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 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 City 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: _____ Date: _____

Name: _____ Title: _____

Conditional Agreement to Interconnect Distributed Generation Facility

By its signature below, the (utility) 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.

Utility Representative Signature: _____ Date: _____

Name: _____ Title: _____

EXHIBIT D

Interconnection Request Application Form
(Greater than 20 kW 1MW)

Interconnection Applicant Contact Information

Customer Name: _____
Primary Contact: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email Address: _____

Alternative Contact Information (if different from Primary Contact Information)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email Address: _____
Facility Address (if different from above): _____
City: _____ State: _____ Zip Code: _____
City of Newton serving Facility site: _____
Account Number of Facility site (existing utility customers): _____
Inverter Manufacturer: _____ Model: _____

Equipment Contractor

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email Address: _____

Electrical Contractor (if different from Equipment Contractor)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email Address: _____

License Number: _____

Electric System

Electric Service Information for Customer Facility Where Generator Will Be Interconnected

Capacity: _____ (Amps) Voltage: _____ (Volts)

Type of Service: Single Phase Three Phase

If 3 Phase Transformer, Indicate Type:

Primary Winding Wye Delta

Secondary Winding Wye Delta

Transformer Size: _____ Impedance: _____

Intent of Generation

Offset Load (Unit will operate in parallel, but will not export power to utility)

Net Meter (Unit will operate in parallel and will occasionally export power into the distribution system)

Generator & Prime Mover Information

ENERGY SOURCE (Wind and Solar): _____		
ENERGY CONVERTER TYPE (Wind Turbine, Photovoltaic Cell): _____		
GENERATOR SIZE: kW or kVA	NUMBER OF UNITS:	TOTAL CAPACITY: kW or kVA
GENERATOR TYPE (Check one): Induction Inverter Synchronous Other		

Distributed Generation Facility Information

In-Service Date: _____

List interconnection components/systems to be used in the distributed generation facility that are lab-certified.

Electric System

Component/System NRTL Providing Label & Listing

1. _____
2. _____
3. _____
4. _____
5. _____

Please provide copies of manufacturer brochures or technical specifications.

Energy Production Equipment/Inverter Information:

Synchronous Induction Inverter Other _____

Rating: _____ kW Rating: _____ kVA

Rated Voltage: _____ Volts

Rated Current: _____ Amps

System Type Tested (Total System):

Yes No attach product literature

Additional Information for Inverter-Based Facilities

Inverter Information:

Manufacturer: _____ Model: _____

Type: Forced Commutated Line Commutated

Rated Output: _____ Watts Volts

Efficiency: _____ % Power Factor: _____ %

Inverter UL 1741 Listed: Yes No

DC Source/Prime Mover

Rating: _____ kW Rating: _____ kVA

Rated Voltage: _____ Volts

Open Circuit Voltage (if applicable): _____ Volts

Rated Current: _____ Amps

Short Circuit Current (if applicable): _____ Amps

Other Facility Information

One Line Diagram attached: Yes

Plot Plan attached: Yes

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 City as an additional insured on its homeowner's insurance policy, or similar policy covering general liability.

Customer Signature

I hereby certify that all of the information provided in this Interconnection Request Application Form is true.

Applicant Signature: _____

Printed Name: _____ Title: _____

Title: _____ Date: _____

Utility Acknowledgement

Receipt of the application fee is acknowledged and this interconnection request is complete.

Utility Signature: _____ Date: _____

Printed Name: _____ Title: _____

EXHIBIT E

Certificate of Completion

To be completed and returned to the (position title) when installation is complete and final electric inspector approval has been obtained*

Interconnection Customer Information

Customer Name:
Primary Contact:
Mailing Address:
City: State: Zip Code:
Telephone (Daytime): (Evening):
Fax Number: Email Address:

Installer Check if owner-installed

Name:
Mailing Address:
City: State: Zip Code:
Telephone (Daytime): (Evening):
Fax Number: Email Address:

Final Electric Inspection and Interconnection Customer Signature

The distributed generation facility is complete and has been approved by the local electric inspector having jurisdiction. A signed copy of the electric inspector's form indicating final approval is attached. The interconnection customer acknowledges that it shall not operate the distributed generation facility until receipt of the final acceptance and approval by the utility as provided below.

Signed: Date:
(Printed Name of interconnection customer)
Printed Name:

Check if copy of signed electric inspection form is attached
Check if copy of as built documents is attached (projects larger than 10 kVA only)

Acceptance and Final Approval for Interconnection (for utility use only)

The interconnection agreement is approved and the distributed generation facility is approved for interconnected operation upon the signing and return of this Certificate of Completion by utility:

Utility waives Witness Test? (Initial) Yes No

Electric System

If not waived, date of successful Witness Test: _____ Passed: (Initial) _____

Electric System

Utility Signature: _____ Date: _____

Printed Name: _____ Title: _____

* Prior to interconnected operation, the interconnection customer is required to complete this form and return it to the utility.