# CHAPTER 11 – ELECTRIC SYSTEM

# <u>ARTICLE</u>

# <u>TITLE</u>

# <u>PAGE</u>

1	GENERALLY		
	Section 11-1-1 -	Service Charges	11-1
	Section 11-1-2 -	Billing and Payment of Charges	11-1
	Section 11-1-3 -	Disconnection of Service for Nonpayment of Bills	11-2
	Section 11-1-4 -	Customers, Landlords of Unoccupied Rental	
		Property, and Industrial Customers	11-2
	Section 11-1-5 -		11-3
	Section 11-1-6 -	Exceptions to Disconnection of Service	11-3
11	ECONOMIC INCENTIVES		
	Section 11-2-1 -	Incentive Established	11-5
///	NET METERING POLICY		
	Section 11-3-1 -	Net Metering Policy	11-6
	Exhibit A -		11-7
	Exhibit B -	e de le contra de la	
		Interconnection Agreement	11-11
	Exhibit C -		11-17
	Exhibit D -		
	E 1 11 11 E	(25 kW and Smaller)	11-18
	Exhibit E -	Interconnection Request Application Form	11 00
		(Greater than 25 kW 1MW)	11-20
	Exhibit E -	Certificate of Completion	11-24

## **CHAPTER 11**

#### **ELECTRIC SYSTEM**

#### ARTICLE I – GENERALLY

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

For the first 40 KWH used per month at For the next 80 KWH used per month at For all over 120 KWH used per month at \$0.226825 per KWH \$0.167632 per KWH

\$0.131260 per KWH

The minimum charge for electric service used for residential purposes shall be **Nine Dollars Seven Cents (\$9.07)** per month for the first **forty (40) KWH**.

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

For the first 100 KWH used per month at For the next 150 KWH used per month at

For the next 250 KWH used per month at For the next 500 KWH used per month at For all over 1,000 KWH used per month at

\$0.266734	per KWH	
\$0.205063	per KWH	
\$0.175286	per KWH	
\$0.158268	per KWH	
\$0.125095	per KWH	

The minimum charge for electricity used for commercial purposes shall be **Twenty-Six Dollars Sixty-Seven Cents (\$26.67)** 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**, **2023** and on **May 1** every year thereafter, 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.

(D) <u>Utility Taxes.</u> 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.

(E) <u>Power Cost Adjustment Charges.</u> These charges are billed to the City by their wholesale power providers 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. 20-05; 09-17-20)

**11-1-2 <u>BILLING AND PAYMENT OF CHARGES.</u>** Charges for electric services shall be made monthly. All bills for such service shall be rendered as of the **first (1<sup>st</sup>) day** of each month following the month for which service is rendered and electric meters read. All bills shall be payable by the **fifteenth (15<sup>th</sup>) 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 (16<sup>th</sup>) day** of said month. When the **fifteenth (15<sup>th</sup>) 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** (**15**<sup>th</sup>) **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** (**17**<sup>th</sup>) **day** of the month in which billed. Such disconnection notice shall advise the customer that service will be disconnected on or after the **fourth** (**4**<sup>th</sup>) **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** (**4**<sup>th</sup>) **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 (4<sup>th</sup>) 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.** ad **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 <u>SERVICE DEPOSITS FOR RESIDENTIAL AND COMMERCIAL</u> <u>CUSTOMERS, LANDLORDS OF UNOCCUPIED RENTAL PROPERTY, AND INDUSTRIAL</u> <u>CUSTOMERS.</u>

(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 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 vear 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) <u>Commercial.</u> 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's final bill and the excess if any shall be refunded 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) year or (2) fails to retain those ten (10) or more provide to the first (1<sup>st</sup>) 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 <u>TAMPERING.</u>** 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:

 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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.

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

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

For the first 100 KWH used per month at	\$0.182918
For the next 150 KWH used per month at	\$0.152080
For the next 250 KWH used per month at	\$0.137192
For the next 500 KWH used per month at	\$0.128684
For all over 1000 KWH used per month at	\$0.112095

The minimum charge for electricity used for commercial purposes shall be **Eighteen Dollars Twenty-Nine Cents (\$18.29)** 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.

(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 wholesale power provider 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 (1<sup>st</sup>) 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 sample One-Line Interconnection Diagram set forth in Exhibit C attached hereto, the new Standard Distributed Generation Interconnection Request Application Form set forth in Exhibit E attached hereto, and the new Certificate of Completion set forth in Exhibit F 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 May 3, 2022. 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. 22-09; 05-03-22)

## 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. The term "net metering" is not used as a limiting term, but rather is used in its general sense to include the full range of methods for valuing customer self-generation and implementing fair credits for excess energy delivered to the municipal distribution system by the customer. 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 City 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 Electric Department. Before the project in service date, the contractor must complete and deliver the attached Certification of Completion to the Newton City Hall.

**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, and may include technology to store renewable energy at the customer's premises. Other forms of renewable generation shall be considered on a case-by-case basis. In all cases, facilities interconnected must be deemed by the City 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 at the time of installation to be an eligible one-site generating facility.

**Section 4:** Subject to the limitations set forth herein, the City shall make net metering service available upon request to any City residential or small commercial electric customer with an eligible on-site generating facility owned by the customer. The determination whether a customer is a residential or small commercial customer is based on the rate classification under which the customer takes electric service. Small commercial customers are further defined as those with single phase service. The eligible on-site generating facility shall be located on the customer's premises and on the customer's side of the billing meter and be sized to primarily produce only enough electricity to offset the customer's own electrical requirements. Proper sizing of eligible on-site generating facilities shall be determined as set forth in Section 13 below.

**Section 5:** Any request for net metering service by a customer that is not a residential or small commercial customer shall be considered on a case-by-case basis. The decision with respect to such facilities shall be made by the City Electric Department based on potential impacts to the distribution system or portions thereof and to the property of other customers of the City. Customers that do not qualify for net metering service under this Policy shall be permitted to interconnect and self-generate as required by and in accordance with the Federal Energy Regulatory Commission's rules under the Public Utility Regulatory Policies Act (PURPA) on a case-by-case basis.

**Section 6:** Notwithstanding the provisions in Section 4, the City reserves the authority to withhold, deny or delay approval of the interconnection of proposed on-site generating facilities and of net metering service hereunder if the operation of the facility would be unsafe or pose a risk of adverse impacts to the distribution system or portions thereof or to the property of other customers of the City. The City shall withhold approval for only so long as is reasonably necessary to remedy the risk of adverse impact. The City shall only deny

approval if the adverse impact cannot reasonably be remedied or if the customer refuses to meet all applicable State and local safety and electrical code requirements or refuses to provide for payment of the costs of the improvements to the facility or the system that are required to accommodate the otherwise eligible on-site generating facility. The City shall not be required to make unscheduled improvements to its distribution system or portions thereof to remedy the situation causing the delayed or withheld approval unless the customer agrees to pay for the reasonable costs thereof. Likewise, the City may require a customer with an approved on-site generating facility that has been installed and begun to operate to suspend operations of the facility if it becomes unsafe or causes adverse impacts to the distribution system or portions thereof or to the property of other customers of the City, and such suspension shall be in place only so long as is reasonably necessary to remedy the adverse impact. The City may require the customer to disconnect the on-site generating facility from the distribution system in serious situations.

# Section 7: [This Section left blank intentionally.]

## Section 8:

- A. Energy generated by the customer-owned generator during the billing period may supply all or a portion of the energy required by the customer's load. The customer shall be credited for excess energy delivered by the customer to the City at the meter from the approved on-site generating facility.
- B. For eligible on-site generating facilities that were approved and in service on or prior to the effective date of the 2022 revisions to this Policy, the following credit method shall be used to determine excess energy credit until April 30, 2032: For energy delivered by the utility to the customer at the meter, as reflected in the meter reading, shall be billed at the appropriate utility full retail energy rate. For any excess energy generated by the customer from an approved on-site generating facility and delivered by the customer to the utility at the meter, as reflected in the meter reading, a credit shall be created and applied to the customer's bill based on the avoided cost of energy. Avoided cost shall be determined as set forth in Section 12 below. The City shall install an appropriate meter to measure both the energy delivered by the utility to the customer at the meter and the energy delivered by the customer to the utility at the meter from the approved on-site generating facility.

For all other eligible on-site generating facilities, and after April 30, 2032 the above-referenced customers, the following credit method shall be used to determine excess energy credit: For energy delivered by the utility to the customer at the meter, as reflected in the meter reading, shall be billed at the appropriate utility full retail energy rate. For any excess energy generated by the customer from an approved on-site generating facility and delivered by the customer to the utility at the meter, as reflected in the meter reading, a credit shall be created and applied to the customer's bill based upon the avoided cost of energy. Avoided cost shall be determined as set forth in Section 12 below. The City shall install an appropriate meter to measure both the energy delivered by the utility to the customer at the meter and the energy delivered by the customer to the utility at the meter from the approved on-site generating facility.

- C. Credits from electric energy delivered to the municipal distribution system by the customer shall be used to offset usage based electric energy (kWh) charges only. No such credits shall be applied to, and the customer shall remain responsible for, (i) taxes, fees, and other charges that would otherwise be applicable to the net amount of electric energy (kWh) purchased by the customer from the City or consumed by the customer, and (ii) other charges to the customer under any other rules, regulations or rates that are not based on per kilowatt-hour (kWh) charges, including but not limited to, basic service charges, customer service charges, facilities charges, demand charges, kVAR charges, transformation charges, taxes and assessments billed on other than kWh basis, rental fees, and late fees.
- D. The City shall carry over any unused credits earned and apply those credits to subsequent billing periods to offset usage based electric energy (kWh) charges only for electric energy supplied to the customer by the City until all credits are used or until the end of the annual period. The annual period shall end each year on the last day of February; provided however for new net metering customers with generating facilities installed during an annual period, the annual period shall end of February 28 of the following year. At the end of the annual period or in the event that the customer terminates service at the service location with the City prior to the end of annual period, any remaining credits in the customer's account shall expire and no credit or payment shall be due to the customer for such expired credits. In the event of termination of an account qualifying for net metering under this policy, any outstanding credits are surrendered. No credit or payment shall be due to the customer for such surrendered credits. Under no circumstance will credits for excess energy transfer to a new customer at the service location after the customer's service with the City terminates.

**Section 9:** Any costs the City incurs associated with the interconnection of generating facilities by a customer, including but not limited to changes in metering (to include installation of a bi-directional meter), or other physical facilities, whether on the customer's premises or a reasonably necessary upgrade to the municipal distribution system or a portion thereof that is not on the customer's premises, shall be borne by the customer seeking to install or for whom the generating facility was installed; provided however that such costs shall be capped at \$1,500 to each qualifying customer interconnecting facilities of 10 kW or less. For those facilities greater than 10 kW that are deemed to qualify under this policy, all costs associated with the interconnection of the generating facility shall be borne by the customer seeking to install or for whom the generating facility shall be demonstrable and cost based. Such costs shall not include or be based on reduced sales by or lost revenues to the City associated with net metering service.

#### Section 10: [This Section left blank intentionally.]

**Section 11:** The City shall develop such documents as needed to implement this policy and any customer applying for or taking service hereunder shall execute all appropriate documents. See Interconnection Agreement Exhibit B – F.

**Section 12:** 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 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 13:** The maximum size in kilowatts<sub>AC</sub> of the eligible on-site generating facility for an individual customer service location in the rate categories identified in Section 4 shall be determined as follows:

The installation of a renewable generating facility under this Policy is intended to supply all or a portion of the customer's own usage of electricity. Therefore, in order to be approved, a renewable generating facility must be properly sized so as to meet a residential customer's peak demand of electricity or 10 kW, whichever is greater, or the small commercial customer's peak demand of electricity or 25kW, whichever is greater. It is also important to the customer that the generating facilities are properly sized because the credits under this Policy for excess energy delivered to the distribution system expire if not used within the time period established in this Policy. As part of the interconnection application, customer's expected peak demand. If a customer provides documentation specifying why the usage has increased over that time, such as home renovation/addition or installation of electric heating or an electric vehicle charging station on the premises, then the previous 12-month period shall be used to determine the average for the expected peak demand. If the applicable months of data are not available for an individual customer, the average usage amounts by other similar customers of the City, as determined by the City Electric Department, shall be used to set the expected peak demand. If facilities are allowed for customers in other rate classes, the rightsizing shall be determined on a case by case basis.

In addition to the foregoing historic usage, the City shall consider potential adverse impacts to the distribution system and to other customers of the City that will be caused by or expected to be caused by the installation of the new renewable generating facility at the particular customer service location as part of the interconnection application review. The maximum size of the eligible on-site generating facility for an individual customer service location shall be reduced below the expected peak demand of the customer to mitigate the potential adverse impacts to the distribution system or portions thereof and to the other customers of the City unless the customer pays for any necessary upgrade to the system or portion thereof to avoid the potential adverse impact.

**Section 14:** Any customer with an approved on-site generating facility that was approved and in service on or prior to the effective date of the 2022 revisions to the Policy may elect to be treated as if it were placed in service after the effective date of the 2022 revisions to this Policy for purposes of the legacy netting and

crediting provisions in Sections 8 and 12. There is a limited one-time option to make such election. The customer shall make any such election within 60 days of the effective date of the 2022 revisions to this Policy.

**Section 15:** The City reserve the right to interpret, amend or rescind this policy. Nothing herein is intended to nor shall it create a right for a customer to rely on any particular netting or crediting methodology contained in the policy from time to time, and all rates for excess credits are subject to change in accordance with the laws of the State of Illinois governing municipalities.

**Section 16:** Citizen and customer concerns generally with this Net Metering Policy may be raised in the public comment portion of any open meeting of the governing body of the City at any time and will be considered by the governing body in accordance with its normal processes. Individual customer complaints, disputes or concerns shall be raised in the first instance with the City Electric Department Head. If the matter cannot be resolved at the utility staff level, this issue shall be reduced to writing and forwarded to the City Electric Department chairman who shall schedule a meeting in person or by telephone or other communications media (i.e., Zoom call) with the customer. The customer may invite its contractor or other consultant to participate in the meeting. If the matter cannot be resolved at this stage, the process will escalate to the Mayor and City Council. If this process fails to resolve the matter, the customer may appeal it to the circuit court and exercise whatever rights and remedies the customer may have in law or equity. This policy shall be posted on the City's website along with appropriate contact information.

# EXHIBIT "B"

## Customer-Owned Generating FACILITIES INTERCONNECTION AGREEMENT

This Agreement (**"Agreement**") is entered into by and between the City of Newton, (**"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 an electric generating facility, or is proposing a generating capacity addition to an existing generating facility that qualifies under the Utility's Customer Self-Generation Interconnection Policy (adopted May 3, 2022) consistent with the interconnection agreement completed by interconnection Customer on \_\_\_\_\_\_

## 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 generating facility will interconnect with, and operate in parallel with, the distribution system. Terms used in this Agreement and not otherwise defined shall have the respective meaning given to them in the Utility's Customer Self-Generation Interconnection Policy.
- 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. The Interconnection Agreement shall be between the Customer who owns the generating facility and the Utility.
- 1.3 **Request.** A Customer desiring to interconnect a qualifying generating facility must complete and return to the Utility an Interconnection Request Application Form with payment of the applicable processing fee. The processing fee for systems sized 25 kW<sub>AC</sub> and under is \$100. The processing fee for systems sized greater than 25 kW<sub>AC</sub> is \$200. The Utility may require additional details or clarifications as needed to properly evaluate the application.
- 1.4 **System Effects.** The Utility will analyze the overall impact of the proposed 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.** As a result of the analysis described in Section 1.4, the Utility will provide the Customer with a cost estimate and projected timeframe for any distribution system upgrades that may be necessary to accommodate the generating facility.
- 1.6 **Metering.** The interconnection Customer shall be responsible for the cost to purchase and install appropriate metering. Exhibit C illustrates the sample of interconnection and metering requirement, ownership and responsibilities of the Parties.

## 1.7 Codes and Permits.

- A. The interconnection Customer shall be responsible for procuring all building, operating, and environmental permits that are required by any governmental authority having jurisdiction for the type of generating facility and for the necessary ancillary structures to be installed, if any.
- B. The equipment shall meet the standards listed in Section 2.7.
- C. The construction and facilities shall meet all applicable building and electrical codes.

# 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, including metering requirements.
- 2.2 **Code Requirements.** Once the generating facility has been authorized to commence parallel operation, the interconnection Customer shall abide by all operating procedures established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and Occupational Safety and Health Administration. Specific codes are listed in Section 2.7 below as "National Certification Codes and Standards." In addition, Manufacturer's Ownership, Operating and Maintenance Manuals shall be reviewed and accepted by both parties prior to beginning operation.
- 2.3 **Generating Facility Control and Operation.** The control system of the generating facility shall comply with the IEEE specifications 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 generating facility and to protect the Customer's generating facility from inadvertent over/under voltage condition 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 IEEE requirements.
  - E. the generating facility shall meet the applicable IEEE standards concerning impacts to the distribution system with regard to harmonic distortion, voltage flicker, power factor, direct current injection and electromagnetic interference.
  - F. The voltage produced by the Customer's generating facility must be balanced if it is a three-phase installation. The interconnection Customer is responsible for protecting the generating facility from an inadvertent phase imbalance in the Utility's service voltage.
- 2.4 **Fault Current Contribution.** The generating facility shall be equipped with protective equipment designed to automatically disconnect during fault current conditions and remain disconnected until the voltage and frequency have stabilized.
- 2.5 **Reclosing Coordination.** The generating facility shall be coordinated with the distribution system reclosing devices by disconnecting from the system during the initial de-energized operation and shall remain disconnected until the voltage and frequency have stabilized.
- 2.6 **Disconnect Device.** A safety manual disconnect switch of the visible load break type shall be installed by the customer. The disconnect switch shall be visible to and readily accessible by Utility personnel. The switch shall be capable of being locked in the open position and shall prevent the generator from supplying power to the distribution system.
- 2.7 **Standards for Interconnection, Safety, and Operating Reliability.** The interconnection of a generating facility and associated interconnection equipment to the Utility's distribution system shall meet the applicable provisions of the following publications:
  - A. ANSI/IEEE1547-2018 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEE 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;
  - B. IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems;

- C. IEEE 1453, IEEE Recommended Practice for the Analysis of Fluctuating Installation on Power Systems;
- D. UL1741 requirement for inverter-based generation;
- E. NESC Electric Safety Code;
- F. ANSI/NFPA 70, National Electrical Code;
- G. OSHA (29 CFR § 1910.269)

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

# 3.1 **Equipment Testing and Inspection.**

- A. Upon completing construction, the interconnection Customer shall test and inspect its generating facility including the interconnection equipment prior to interconnection in accordance with updated IEEE standards 1547 and IEEE standard 1547.1 by the City Electric Department. The interconnection Customer shall not operate its generating facility in parallel with distribution system without prior written authorization by the Utility.
- B. All interconnection related protective functions and associated direct current supplies shall be tested prior to commencement of commercial service, and (if nameplate rating of Customer's generating facilities is greater than 25 kW<sub>AC</sub>) periodically tested thereafter no less than every three (3) years.
- 3.2 **Certification 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 City Electric Department demonstrating that the generating facility passed inspection.

# 3.3 Witness Test.

- A. The Utility shall perform a witness test after construction of the generating facility is completed but before parallel operation, unless the Utility specifically waives the witness test. The interconnection Customer shall provide the Utility at least 30 business days' notice of the planned commissioning test for the generating facility. If the Utility performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection Customer to schedule the witness test at a mutually agreeable time within 10 business days after the commissioning test, the witness test is deemed waived unless the parties mutually agree to extend the date for scheduling the witness test, or unless the Utility cannot do so for good cause, in which case, the parties shall agree to another date for scheduling the test within 10 business days of the original scheduled date. For systems sized less than 25 kW<sub>AC</sub> the 30 business days' notice shall be waived.
- B. If the witness test is not acceptable to the Utility, the interconnection Customer has 30 business days to address and resolve any deficiencies. This time period may be extended upon agreement between the Utility and interconnection Customer. If the interconnection Customer fails to address and resolve the deficiencies to the satisfaction of the Utility, this Agreement shall be terminated. The interconnection Customer shall, if requested by the Utility, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE standard 1547.1.
- C. After the generating facility passes the witness testing, the Utility shall affix an authorized signature to the Certificate of Completion and return it to the interconnection Customer approving the interconnection and authorization parallel operation.
- 3.4 **Right of Access.** The Utility must have access to the disconnect switch and metering equipment of the generating facility at all times without notice. When practical, the Utility shall provide notice to the Customer prior to using its right of access.

## Article IV – Effective Date, Term, Termination, and Disconnection

4.1 **Effective Date.** This Agreement shall become effective upon execution by all parties.

- 4.2 **Term of Agreement.** This Agreement shall become effective on the effective date and shall remain in effect unless terminated earlier in accordance with Article 4.4 of this Agreement.
- 4.3 **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the Codes and Regulations of the City as well as the laws of the State of Illinois without regard to its choice of law principals. Nothing in this Agreement is intended to affect any other agreement between the Utility and the interconnection Customer.
- 4.4 **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 generating 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 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.
  - C. Upon termination of this Agreement, the generating facility will be permanently disconnected from this distribution system. Terminating this Agreement does not relieve either party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.
  - D. Upon termination of this Agreement, the Utility shall open and padlock the manual disconnect switch on Customer's premises.
- 4.5 **Disconnection.** The Utility may temporarily disconnect the generating facility upon any of the following conditions, but must reconnect the generating facility once the condition is cured:
  - A. For scheduled outages, provided that the generating facility is treated in the same manner as Utility's load Customers;
  - B. For unscheduled outages or emergency conditions;
  - C. If the generating facility does not operate in the manner consistent with this Agreement;
  - D. Improper installation or failure to pass the witness test;
  - E. If the generating facility is creating a safety, reliability or a power quality problem; or
  - F. The interconnection equipment used by the generating facility is delisted by the nationally recognized testing Laboratory that provided the listing at the time the interconnection was approved.
  - G. Failure of the customer to obtain or maintain the insurance coverage set forth in Article 7 of this Agreement.
- 4.6 **Modification of Generating Facility.** The interconnection Customer must receive written authorization from the Utility before making any changes to the 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 generating facility immediately.
- 4.7 **Permanent Disconnection.** In the event the Agreement is terminated, the Utility shall have the right to disconnect its distribution system or direct the interconnection Customer to disconnect its 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 additional interconnection facilities necessary to interconnect the 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 distribution system upgrades. The cost of the distribution system upgrades shall be directly assigned to the interconnection Customer whose generating facility caused the need for the distribution system upgrades.
- 5.2 **Cost for Small Systems.** For qualifying systems sized 10 kW<sub>AC</sub> or less the cost in Section 5.1 shall be capped at \$1500.

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

- 6.1 **Assignment/Transfer of Ownership of the Generating Facility.** This Agreement shall terminate upon the transfer of ownership of the generating facility to a new owner unless the transferring owner assigns the Agreement to the new owner, the new owner agrees in writing to the terms of this Agreement, and the transferring owner so notifies the Utility in writing prior to the transfer of ownership.
- 6.2 **Limitation of Liability.** Each party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 6.3 Indemnification. The 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 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.
- 6.4 Force Majeure. If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the party affected 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 until the event ends. The Affected Party may suspend or modify its obligations under this Agreement. The term "force majeure" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, epidemic, pandemic, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's reasonable control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the party claiming Force Majeure.

## Article VII – Insurance

7.1 **Insurance.** The interconnection 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 name the Utility as an additional insured on its homeowner's insurance or commercial building insurance policy, or similar policy covering general liability and shall cause the insurance company to issue a Certificate of Insurance to the Utility. 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.

# Article VIII – Documents and Notices

- 8.1 **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
- 8.2 **Notice.** The Parties may mutually agree to provide notices, demands, comments, or requests by electronic means such as e-mail. Absent Agreement to electronic communication, or unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

# If to 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.

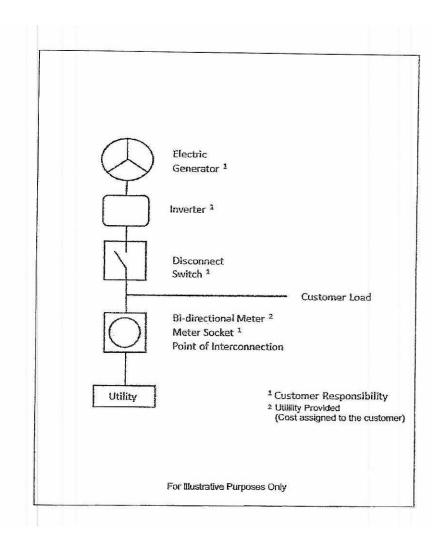
Name:			
Mailing Address:			
City:	State:	Zip Code:	
Telephone (Daytime):	(Evening)	•	
Fax Number:	Email Address:		

## Article IX – Signatures

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

# EXHIBIT "C"

# Sample One-line Interconnection Diagram



#### EXHIBIT "D"

# **City of Newton Standard Distributed Generation Interconnection Request Application Form** (Lab-Certified) Inverter-Based Distributed Generation Facilities 25 kW and Smaller **Interconnection Applicant Contact Information** Customer Name: \_\_\_\_\_ Primary Contact: Mailing Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ City: Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_ Fax Number: \_\_\_\_\_\_ Email Address: \_\_\_\_\_ Additional Contact Information (if different from primary contact) Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ City: Telephone (Daytime): \_\_\_\_\_\_ (Evening): \_\_\_\_\_ Fax Number: Email Address: **Equipment Contractor** Name: \_\_\_\_\_ Mailing Address: State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ City: Telephone (Daytime): \_\_\_\_\_\_ (Evening): \_\_\_\_\_ Fax Number: Email Address: Electrical Contractor (if different from Equipment Contractor) Name: \_\_\_\_\_ Mailing Address: State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ City: 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

Facility Address:		
City:	State:	Zip Code:
City of Newton serving Facility site:		
Account Number of Facility site:		
Inverter Manufacturer:	Mo	del:
Standard? Yes No	cifications and la	linois Distributed Generation Interconnection abel information from a nationally recognized (A) (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:	

# EXHIBIT "E"

# City of Newton Standard Distributed Generation Interconnection Request Application Form (Lab-Certified) Inverter-Based Distributed Generation Facilities (Greater than 25 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 differe	nt 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 of	customers	s):
Inverter Manufacturer:		Model:
Equipment Contractor		
Name:		
Mailing Address:		
		Zip Code:
Telephone (Daytime):		(Evening):
Fax Number:		Email Address:
Electrical Contractor (if different from Equ	ipment	Contractor)
Name:		
Mailing Address:		
City:	_ State:	Zip Code:
Telephone (Daytime):		(Evening):

Fax Number:				_ Email	I Address:	
License Number:						
Electric Service Informa	ation for Cu	stomer	Facility	Wher	e Generator Will Be Interconnected	
Capacity:		_ (Amps	5)	Voltag	ge: (Volts)	
Type of Service: Si	ngle Phase		Three I	Phase		
If 3 Phase Transformer, In	dicate Type:					
Primary W	inding	Wye	Delta			
Secondary W	inding	Wye	Delta			
Transformer Size:				_ Impe	edance:	
Intent of Generation						
Offset Load (Unit will operation	ate in parallel	, but wi	ll not exp	oort pov	wer to utility)	
Net Meter (Unit will operat	e in parallel a	nd will o	occasion	ally exp	port power into the distribution system)	
Generator & Prime Mov	er Informat	<u>ion</u>				
ENERGY SOURCE (Wind an	nd Solar):					
ENERGY CONVERTER TYP	E (Wind Turbi	ne, Pho	tovoltaic	Cell):		
GENERATOR SIZE: kW or kVA		r of ui	NITS:		TOTAL CAPACITY: kW or kVA	
GENERATOR TYPE (Check one):						
Induction Inverter	Synchro	onous		Other		
Distributed Generation Facility Information						
In-Service Date:						
List interconnection components/systems to be used in the distributed generation facility that are lab- certified.						
Component/System	Component/System NRTL Providing Label & Listing					
1.   2.   3.   4.   5.						

Please provide copies of manufacturer brochures or technical specifications.

Energy Production Eq	uipment/Inve	erter Informati	on:		
Synchronous Induction I	nverter	Other _			
Rating:	kW	Rating:		_kVA	
Rated Voltage:				Volts	
Rated Current:				Amps	
System Type Tested (Tot	al System):				
Yes No a	attach product	literature			
Additional Information	n for Inverte	-Based Facilitie	<u>es</u>		
Inverter Information:					
Manufacturer:			Model:		
Type: Forced Commuta	ited	Line Commutate	ed		
Rated Output:	Watts			Volts	
Efficiency:	%	Power Factor:			_%
Inverter UL 1741 Listed:	Yes N	0			
DC Source/Prime Mov	<u>er</u>				
Rating:	kW	Rating:	kVA		
Rated Voltage:			Volts		
Open Circuit Voltage (if a	pplicable):		Volts		
Rated Current:	Amps				
Short Circuit Current (if a	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 ar	nd this interconnection request is complete.
Utility Signature:	Date:
Printed Name:	Title:

# EXHIBIT "F"

# **Certificate of Completion**

To be completed and returned to City Hall 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 owr	ner-installed					
Name:						
Mailing Address:						
		Zip Code:				
Telephone (Daytime):	(Evening):					
Fax Number:	Email A	ddress:				
Final Electric Inspection and Inte	erconnection Customer Si	<u>gnature</u>				
having jurisdiction. A signed copy of	of the electric inspector's for owledges that it shall not op	pproved by the local electric inspector m indicating final approval is attached. erate the distributed generation facility provided below.				
Signed:		Date:				
(Signature of interco	onnection customer)	Date:				
Printed Name:	,					
Check if copy of signed electric inspe	_					
Check if copy of as built documents is	s attached (projects larger th	an 10 kVA only) 🗌				
Acceptance and Final Approval for	or Interconnection (for ut					
The interconnection agreement is interconnected operation upon the si	• •	ted generation facility is approved for ficate of Completion by utility:				
Utility waives Witness Test? (Initial)	Yes () No ()	)				
If not waived, date of successful With	ness Test:	Passed: (Initial)				
Utility Signature:		Date:				
Printed Name:		Title:				

 $^{\ast}$  Prior to interconnected operation, the interconnection customer is required to complete this form and return it to the utility.