

ATTACHMENT D

Western Illinois Electrical Coop.

**Interconnection and Parallel Operation of Distributed
Generation Agreement**

DATE OF AGREEMENT: _____

Western Illinois Electrical Cooperative, hereinafter "Cooperative"
524 N Madison
Carthage, IL 62321

_____, hereinafter "Member"

This Agreement for Interconnection and Parallel Operation of Distributed Generation (hereinafter "Agreement") is made and entered the date indicated above between **Western Illinois Electrical Cooperative** (hereinafter referred to as "Cooperative"), a not-for-profit corporation organized under the laws of the State of Illinois, and _____, (hereinafter referred to as "Member"), a member/owner of the Cooperative presently receiving electric service from Cooperative, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties".

In consideration of the mutual covenants set forth herein, and other good and valuable consideration, the sufficiency and receipt thereof is hereby acknowledged, the Parties agree as follows:

1. Scope of Agreement – This Agreement addresses the conditions under which the Cooperative and Member agree that one or more generating facilities (herein "DEGF") owned by Member with a nameplate capacity not exceeding 10MW, can be interconnected to the Member's low-voltage premises wiring associated with a specified service retail metering point (collectively with DEGF sometimes referred to as the "Facilities") to the Cooperative's electric power distribution system (hereinafter sometimes referred to as the "System"). This Agreement shall not entitle the Member to electric service beyond the terms

of a separate membership agreement for service and is subject to the Cooperative's rules, policies, regulations, by-laws, and rates (hereinafter collectively "Requirements").

2. Establishment of Point of Interconnection – Cooperative and Member agree to interconnect the Facilities at the location(s) of "Point of Interconnection" in accordance with the terms of the Cooperative's Policy 526 Interconnection and Parallel Operation of Distributed Generation and the Institute of Electrical and Electronic Engineers (IEEE) Standards 1547, 1547.1, and UL Standard 1741.

3. Responsibilities of Cooperative and Member for Ownership, Installation, Operation, and Maintenance of Facilities – Member will, at Member's sole cost and expense, own, install, operate, maintain, repair, inspect, and shall be fully responsible for the Facilities, unless otherwise specified. Member shall conduct operations of the Facilities in compliance with all aspects of the Cooperative's requirements and in accordance with industry standards and prudent engineering practice. Maintenance of the Facilities shall be performed in accordance with the applicable manufacturers' recommended maintenance schedule. Member agrees to cause its Facilities and interconnection facilities to be constructed in accordance with WIEC Policy 526 Interconnection and Parallel Operation of Distributed Generation. The Cooperative shall have the right to inspect and require changes prior to energizing. Phase, frequency, and voltage of the Member's interconnected generation shall be compatible with that provided by the Cooperative.

Member shall comply with all applicable Federal, State, and local laws, regulations, zoning codes, building codes, safety rules, and environmental restrictions applicable to the design, installation, operation, and maintenance of the Facilities.

The Cooperative will notify Member if there is evidence that the Facilities' operation causes disturbance, disruption, or deterioration of service to other members served from the System and also if the Facilities' operation causes damage to the System. If this condition persists, the Cooperative shall have the right to disconnect Member from the System. Member will notify the Cooperative of any emergency or hazardous condition or occurrence with the Facilities which could affect safe operation of the System.

4. Operator in Charge – Member shall provide a phone number and address of an individual contact person with knowledge of this Agreement, familiar with the installation, maintenance, and operation of the Facilities and with the authority to disconnect the Facility from the System in the event the Cooperative requires doing so.

5. No Power Sales to Cooperative - Interconnection of the Facilities with the System does not grant Member the right to export power nor does it constitute an agreement by the Cooperative to purchase or wheel power. Purchase of excess Facility energy and capacity is governed by the Cooperative's Board Policy pertaining to Policies 527NM or 527QF or 527NB.

6. Limitation of Liability and Indemnification:

a. Notwithstanding any other provision in this Agreement, with respect to the Cooperative's provision of electric service to Member and the services provided by the Cooperative pursuant to this Agreement, Cooperative's liability to Member shall be limited as set forth in the Cooperative's rules, bylaws, policies, contracts, and terms and conditions for electric service, which are incorporated herein by reference, and in no event shall the Cooperative be liable for loss of profit, loss of operation time, or loss of or reduction in use of any facilities or any portion thereof, increased expense of construction, operation, or maintenance, or for any special, indirect, incidental, or consequential damages resulting from the construction, operation, or maintenance of the Facilities.

b. For the purposes of this Agreement, a Force Majeure event is any event beyond the reasonable control of the affected party that the affected party is unable to prevent or provide against by exercising reasonable diligence. This includes, but is not limited to, public disorder, rebellion or insurrection, floods, hurricanes, earthquakes, lightning, storms or other natural calamities, explosions or fires, strikes, work stoppages or labor disputes, embargoes, and sabotage. If a Force Majeure event prevents a party from fulfilling any obligations under this Agreement, such party will promptly notify the other party in writing and will keep the other party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected party is taking to mitigate the effect of the event on its performance. The affected party will be entitled to suspend or modify its performance of obligations under this Agreement during an event of Force Majeure, but will use reasonable efforts to resume its performance as soon as possible.

c. Member shall be responsible for the safe installation, maintenance, repair, and condition of lines, wires, switches, and other equipment and property on its side of the Point of Interconnection. The Cooperative does not assume any duty of inspecting Member's lines, wires, switches, or other equipment or property and will not be responsible therefore. Member assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.

7. Testing and Testing Records – Member shall perform or cause to be performed such tests as the Cooperative may reasonably require and shall provide to the Cooperative all records of testing. Testing of protection systems shall comply with existing industry standards and practices. These records shall include testing at the start of operation and periodic testing thereafter. Factory testing of pre-packaged interconnection facilities and the protective systems of small units shall be acceptable in the absence of reasonable grounds for additional testing. In the case of a factory test, Member shall provide a written description and certification by the factory of the test, the test results, and the qualification of any independent testing laboratory. In addition, Member shall obtain approval by the Cooperative of the settings of the equipment being installed prior to operation.

8. Right of Access, Equipment Installation, Removal & Inspection – The Cooperative (and its agents) shall have free access to the Facilities at all times to monitor operation of the member's equipment, Cooperative-supplied service equipment connected to such system, and to disconnect for good cause, without prior notice to the Member.

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

9. Disconnection of Facilities – Member retains the option to disconnect the Facilities from the System, provided that Member notifies the Cooperative of the Member's intent to disconnect by giving the Cooperative at least **90** days' prior written notice. Such disconnection shall not be a termination of this Agreement unless Member exercises rights under Section 12.

Member shall disconnect the Facilities from the System upon the effective date of any termination resulting from and required by actions under Section 12.

The Cooperative (and its agents) may disconnect the Facilities from its System whenever, in the sole opinion of the Cooperative, such action is required by an emergency, for reasons of safety, or due to interference with service to other members. The Facilities shall also be subject to the Cooperative's requirements for maintaining voltage standards of output and the production of reactive power.

10. Metering – The Cooperative shall be reimbursed for all costs of interconnection, including all carrying and metering costs, incurred by the Cooperative in connecting and as a result of connection and disconnection of the Facilities to the distribution system. Metering shall meet accuracy standards required for equivalent electrical services and can be accomplished with standard meters or any devices that meet data collection and accuracy requirements.

11. Insurance – [Cooperative to select applicable requirement]

Throughout the term of this Agreement, Member shall carry a liability insurance policy issued by a licensed insurance carrier with an A. M. Best rating of **B+** or better that provides protection against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the Facilities. The limits of such policy shall be at least **\$1,000,000 per occurrence**. The Member shall provide a certificate of insurance containing a minimum 30-day notice of cancellation to the Cooperative prior to connection of the Facilities to the System.

The Member acknowledges and accepts all risks associated with ownership and operation of the DEGF, including but not limited to death, personal injury, and property damage as a result of voltage from the DEGF. Member shall consult with an insurance professional to identify and manager Member's risks. The Member agrees and understands the Cooperative is not responsible for insuring or managing the Member's risks.

12. Effective Term and Termination Rights – This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. This Agreement may be terminated as follows:

- a. Member may terminate this Agreement at any time for any or no reason by giving the Cooperative at least **90** days' written notice;
- b. Cooperative may terminate upon failure by Member to generate energy from the Facilities within **3** months after completion of the interconnection;
- c. either Party may terminate by giving the other Party at least **90** days' prior written notice that the other Party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, regulation, contract, or policy of the Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default;
- d. Cooperative may terminate by giving Member at least **90** days' notice in the event that there is a material change in an applicable law, or any change in policy or procedure pertaining to DEGF by the Cooperative's wholesale electric supplier or requirement of any transmission utility, independent system operator, or regional transmission organization having responsibility for the operation of any part of the System;
- e. Cooperative may terminate this Agreement in the event Member does any or all of the following:
 - a. ceases to receive electric service from Cooperative or is in default of terms or conditions for electric service;
 - b. makes a general assignment or arrangement for the benefit or creditors;
 - c. is unable (or admits in writing its inability) generally to pay its debts as they become due;
 - d. is dissolved or has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, acquisition or merger);
 - e. seeks or becomes subject to the appointment of an administrator, assignee, conservator, receiver, trustee or similar official for substantially all of its assets;
 - f. has a secured party take possession of all or substantially all of its assets or has all, or has substantially all of its assets become subject to an attachment, execution, levy, sequestration or other legal process which is not dismissed discharged, stayed or restrained within **90** days;
 - g. causes or is subject to any event that has an effect analogous to any of the events enumerated herein; or
- f. Termination by Cooperative shall be effective upon **30** calendar days' written notice or upon any required approval by FERC, whichever is later. Upon any termination of this Agreement: (i) any sums due hereunder shall become immediately due and payable;

(ii) Cooperative shall, at its option and expense, remove its equipment and facilities; and (iii) Member shall allow unencumbered access to Cooperative (and its agents) to remove its equipment and facilities. Termination of this Agreement shall not affect Member's rights under then applicable laws and regulations to enter into a new agreement with Cooperative under Cooperative's then-current policies and form agreements.

13. Compliance with Laws, Rules and Regulations— Member shall be responsible for complying with all federal, State, and local laws. In the event the Facilities, interconnection, or disposition of electricity generated are or become subject to Federal, State, or local regulation, Member is and shall be responsible for regulatory compliance. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Rules and the Cooperative's policies governing interconnection of DEGF. The Cooperative reserves the right to change the Rules and policies at any time.

14. Severability and Survival – If any portion or provision of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Agreement, shall remain in full force and effect. The following sections shall survive expiration and any termination of this Agreement: Sections 3, 5 - 10, 12, 13, 20, and 22.

15. Amendment – This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

16. Entirety of Agreement – This Agreement, including the Cooperative's policies (current and as further amended) and the requirements contained in the attached Exhibits and Facilities Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the

Facilities at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein or in Member's application, or other written information provided by the Member in compliance with these requirements.

17. Assignment – This Agreement may be assigned to a party receiving electric service from the Cooperative at the site of the Facilities only upon the express written consent of the Cooperative. The assignee will be responsible for the proper operation and maintenance of the Facilities, and must agree in writing to be subject to all provisions of this Agreement. Cooperative may assign the Agreement to another entity with the written approval of Member. Required consents shall not be withheld unreasonably.

18. Notices – Notices given under this Agreement are deemed to have been duly delivered once received by United States certified mail, return receipt requested, postage prepaid, to

Cooperative:

Member:

Western Illinois Electrical Cooperative

Attn: General Manager

524 N Madison

Carthage, Illinois 62321

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

19. Invoicing and Payment – Invoicing and payment terms for services associated with this Agreement shall be consistent with applicable Cooperative policies.

20. No Third-Party Beneficiaries – This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties.

21. Waiver - The failure of either Party to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties of the provisions in this Agreement.

22. Governing Law and Jurisdiction – It is agreed that this Agreement shall be construed and governed in accordance with the laws of the State of Illinois and that the circuit court of County has jurisdiction on all matters relating to the enforcement of this Agreement.

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

Western Illinois Electric Cooperative

Member

BY: _____

TITLE: _____

WITNESS: _____
