

28C
Agreement for the Interconnection
Of Customer' under 200kW Commercial Generation
Facility to the City Of Wadsworth Electric Distribution System
AND

Customer Name _____

Customer Address _____

CITY OF WADSWORTH AGREEMENT 28C

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AGREEMENT FOR THE INTERCONNECTION
OF CUSTOMER'S COMMERCIAL GENERATION
FACILITY TO THE CITY OF WADSWORTH DISTRIBUTION SYSTEM
BETWEEN
CITY OF WADSWORTH ELECTRIC & COMMUNICATIONS DIVISION
AND

Name of Customer _____

Address of Customer _____

1. PARTIES

This Agreement for the Interconnection of Customer's Commercial Generation Facility to the City of Wadsworth Distribution System (hereinafter called "Agreement") is entered into as of the _____ day of _____, _____ year, (the "Effective Date") by and between City of Wadsworth Electric & Communications (hereinafter called, "City") and _____, (hereinafter called "Customer"). City and Customer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

2. RECITALS

This agreement is entered into in respect to the following facts and considerations, all of which are considered to be an essential part of the terms and conditions which follow:

- 2.1 Customer intends to invest in, construct, own, maintain and operate a Generating Facility ("GF"), which will be operated in electrical parallel with City's electric distribution system.
- 2.2 The GF shall be permanently located at _____, Ohio (the "Property"), and shall be ready to operate in electrical parallel on or about _____.
- 2.3 The specifications of the GF are described as follows:
Type: _____
Fuel or Energy Source: _____
Unit Nameplate Output Rating: _____
Total Nameplate Output of all Units: _____
- 2.4 City and Customer intend to interconnect their respective facilities and systems in order that Customer may operate its GF in electrical parallel with City's system.

Such interconnection and parallel operation shall be undertaken in accordance with the terms and conditions of this Agreement. The electric service supplied under this Agreement shall be in the form of three phase alternating current at approximately 60 Hertz and approximately _____ volts.

3. AGREEMENT

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

4. DEFINITIONS

The following terms, when used in this Agreement, shall have the meanings specified:

- 4.1 Agreement: This Agreement titled “Agreement for the Interconnection of Customer’s Residential Generation Facility to the City’s Distribution System between City of Wadsworth Electric & Communications and _____ together with all Appendices, Schedules and other exhibits attached hereto and incorporated herein by specific reference.
- 4.2 Point(s) of Interconnection: The physical locations(s) where City’s service conductors are connected to Customer’s service conductors to allow parallel operation of Customer’s GF with City’s electric system as shown in interconnection application one line diagram
- 4.3 Generating Facility (GF): All or part of Customer’s electrical generator(s) or inverter(s) together with all protective, safety, and associated equipment and improvements necessary to produce electric power at Customer’s facility, including, but not limited to the Disconnect Switch, as defined herein. A GF shall be understood to include any Qualifying Facility (QF).
- 4.4 Qualifying Facility (QF): Any Cogeneration or Small Power Production Facility that meets the criteria for size, fuel use, efficiency, and ownership as promulgated in 18 CFR, Chapter 1, Part 292, and Subpart B of the Federal Energy Regulatory Commission’s Regulations.
- 4.5 Cogeneration Facility: Any facility that sequentially produces electricity, steam or forms of useful energy (e.g., heat) from the same fuel source and which are used for industrial, commercial, heating, or cooling purposes.
- 4.6 Small Power Production Facility: A facility that uses primarily biomass, waste, or renewable resources, including wind, solar, and water to produce electric power.

4.7 Minimum Protective Devices, Relays and Interconnection Requirements: The minimum required protective relaying and/or safety devices or requirements specified in the City Bylaws and regulations, as may be revised from time to time, for the purpose of protecting (only) City facilities from damage or disruptions caused by a fault, malfunction or improper operation of the Customer's GF. Minimum Protective Relaying and Interconnection Requirements shall not be construed to include additional relaying, protective or safety devices as may be required by industry and government codes and standards, equipment manufacturer requirements and prudent engineering design and practice to fully protect Customer's GF or facilities; such shall be the sole responsibility of the Customer.

5. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the Effective Date specified in Section 1 and shall remain in effect thereafter unless and until (a) it is terminated by mutual agreement of the Parties, (b) it is replaced by another interconnection agreement, (c) it is terminated by either Party pursuant to a Default of this Agreement as specified in Section 17 hereof, (d) upon thirty (30) day's advance written notice given by either Party. Upon termination of this Agreement, Customer shall be responsible for ensuring that the electrical conductors connecting the GF to the utility system are immediately lifted and permanently removed, so as to preclude any possibility of interconnected operation in the future. City reserves the right to inspect Customer's facility to verify that the GF is permanently disconnected.

6. INTERCONNECTION FACILITIES AND POINT(S) OF INTERCONNECTION

Customer is responsible for and shall pay for all facilities required to be installed solely to interconnect Customer's GF to the City system including, but not limited to, connection, transformation, switching, protective relaying, metering and safety equipment, including a visibly-open Disconnect Switch, in the manner shown and marked as such on the attached Appendix A, incorporated herein by this reference. All such facilities are to be installed by Customer at Customer's sole expense. During the term of this Agreement, Customer shall maintain the GF, connection facilities, and all other materials required hereunder in a safe and in good operating condition.

7. NOTICES

All written notices pursuant to this Agreement shall be delivered personally or forwarded by registered or certified mail, including express overnight courier service, postage prepaid, return receipt requested to City or Customer, as the case may be, at the address of that Party set forth below as follows:

To City:

City of Wadsworth
Attn: Director of Public Service

120 Maple Street
Wadsworth, OH 44281
Telephone: 330.335.2777

To Customer:

Either Party may change its address for notice by written notice given to the other Party in the manner hereinabove provided. Any such notice shall be deemed to have been duly given and served on the date personally delivered or three (3) business days after the date deposited in the United States mail in accordance with this section.

8. ENTIRE AGREEMENT

8.1 This Agreement and the documents attached hereto constitute the entire Agreement between the Parties relating to the subject matter hereof, there being no other agreements or understandings, written or oral, other than those contained in this Agreement and the attachments hereto. In the event of a conflict among the provisions of this Agreement and an attached document, this Agreement shall govern. This Agreement does not modify, change or impact any other agreement between the parties relating to the supply of electric service, or the sale of, or purchase of, electric power.

8.2 Conflicts among the attached documents shall be resolved in accordance with the following priority:

8.2.1 Electrical One-Line Diagrams

8.2.2 Map of Plant Location and Site Plan

8.3 The Parties may amend this Agreement but such amendment may only be effective and enforceable if it is set forth in a written instrument signed by both Parties.

9. CUSTOMER'S OBLIGATIONS

9.1 Customer agrees not to commence interconnected operation of its GF with City system, until the installation has been inspected by an authorized City representative and final written notification is received from County Electrical inspection authorities. Customer shall give at least 5 business days notice to City when initial startup is to begin. City shall have the right to have a representative present during initial energizing and testing of Customer's system.

- 9.2 Customer shall own and be fully responsible for the costs of designing, installing, operating and maintaining:
- 9.2.1 The GF in accordance with the requirements of all applicable construction and safety codes, laws and governmental agencies having jurisdiction.
- 9.2.2 Control and protective devices, in addition to the City Interconnection Requirements specified minimum protective relays and devices, to protect its facilities from abnormal operating conditions such as, but not limited to, electrical overloading, abnormal voltages, and fault currents. Such protective devices shall promptly disconnect the GF from City system in the event of a Power outage on City system.
- 9.2.3 A visible gang operated load break disconnect switch (“Disconnect Switch”), capable of being locked in a visibly “open” position by a standard City padlock that will completely isolate the GF from the City system. Such Disconnect Switch shall be installed in a place so as to provide easy and unrestricted accessibility to City personnel on a 24-hour basis. City shall have the right to lock open the Disconnect Switch without notice to Customer when interconnected operation of the GF with City system could adversely affect the City’s system or endanger life or property, or upon termination of this Agreement.
- 9.2.4 Interconnection facilities on Customer’s premises as may be required to deliver power from Customer’s GF to City system at the Point of Interconnection.
- 9.3 The electrical output of Customer’s GF shall not contain harmonic content, which may cause disturbances on or damage to the City’s electrical system, or other parties’ systems, such as but not limited to, computer, telephone, communication and other sensitive electronic or control systems.
- 9.4 Customer shall exercise reasonable care to assure that the electrical characteristics of its load and GF, such as deviation from sine wave form or unusual short interval fluctuations in power demand or production, shall not be such as to result in impairment of service to other customers or in interference with operation of computer, telephone, television or other communication systems or facilities. The current imbalance for a three phase system, as measured at the Customer’s service entrance section shall not be greater than ten percent (10%) at any time. The power factor of the Customer’s facility shall not be less than ninety percent (90%) lagging, but shall not be leading, unless agreed to by City.
- 9.5 Customer shall protect, operate and maintain the GF in accordance with those practices and methods, as they are amended or changed from time-to-time that are

commonly used in prudent engineering and electric utility operations and shall operate and maintain the GF lawfully in a safe manner and non-hazardous condition.

- 9.6 Customer shall submit to City, for City review and written approval, written equipment specifications and detailed plans of the interconnections facilities, control and protective devices and settings, and facilities as specified in the City Electric Utility Department Bylaws and Regulations, as may be revised from time to time, for the design, installation and operations of its GF prior to their actual installation.
- 9.7 Following City written approval of Customer's proposed GF and associated facilities, neither Customer nor its successors or assigns shall remove, alter or otherwise modify or change the equipment specifications, including, without limitation, the plans, control and protective devices or settings, and in general the GF's system specifications configuration or any facilities appurtenant thereto. If Customer desires to make such changes or modifications, Customer shall resubmit to City plans describing said changes or modifications for approval by City. No such change or modification may be made without the prior written approval of City.
- 9.8 If Customer utilizes the City system to facilitate start-up of its GF, the voltage flicker level shall not adversely impact the City System
- 9.9 Customer shall obtain and maintain all required permits and inspections indicating that Customer's GF complies with local and other applicable construction and safety codes.

10. MUTUAL UNDERSTANDINGS

- 10.1 City approvals given pursuant to this Agreement or actions taken hereunder shall not be construed as any warranty or representation to Customer or any third party regarding the safety, durability, reliability, performance or fitness of Customer's generation and service facilities, its control or protective devices or the design, construction, installation or operation thereof.
- 10.2 City (including its employees, agents and representatives) shall have the right to enter Customer's premises at all reasonable times to (a) inspect Customer's GF, protective devices, and to read or test instrumentation equipment that City may install, provided that as reasonably possible, notice is given to Customer prior to entering its premises; (b) maintain or repair City equipment; (c) disconnect the GF without notice if, in City's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, City facilities or other customers' or third parties' property and facilities from damage or interference caused by Customer's GF, or improperly operating protective devices (d) open the Disconnect Switch if an operating clearance is required by City personnel.

- 10.3 City will not install and maintain any lines or equipment on Customer's side of the Point of Interconnection except possibly its meter and some research equipment. For the mutual protection of Customer and City, only authorized employees of City are permitted to make and energize the service connection between the City system and the Customer's service entrance conductors. Such employees carry credentials, which they will show to Customer upon request.
- 10.4 Notwithstanding any other provisions of this Agreement, WEC shall have the right to unilaterally file with City Council, pursuant to the Council rules and regulations, an application for a change in requirements, charges, classification, or service, any rule, regulation or agreement relating hereto.

11. ADDITIONAL TERMS AND CONDITIONS

- 11.1 The GF shall meet the specifications set forth in Section 2.3 and in the interconnection application
- 11.2 Customer warrants that it has installed or caused to be installed and will maintain the following minimum protective and safety equipment on the GF:
 - 11.2.1 A visible open, load break disconnect switch (Disconnect Switch) installed in an approved location so as to provide easy and unrestricted accessibility to City personnel on a 24-hour basis, and capable of being locked in the visible "open" position by a standard City padlock.
 - 11.2.2 A circuit breaker or contactor on the generator or inverter output.
 - 11.2.3 Shutdown minimum protective devices as follows:
Undervoltage shutdown protection
 - 11.2.4 Such other equipment as shall mutually be agreed upon by the Customer and City from time to time during the term of this Agreement and any extensions thereof.
- 11.3 In the event City or its authorized agents lock opens the Disconnect Switch, Customer shall not remove or tamper with such lock.
- 11.4 Customer shall, at a minimum, have the shutdown protective devices, specified in Sections 11.2.1, 11.2.2, 11.2.3, and 11.2.4 tested and calibrated at the time of installation by qualified personnel and shall also perform functional testing of these relays and associated generator or inverter breaker or contactor. Customer shall provide City with a copy of calibration and functional test results. Customer shall also notify City at least five (5) working days in advance that such tests are to be performed and allow City personnel to witness such tests. Customer agrees not to commence interconnected operations of its GF until the installation has

been inspected by an authorized City representative and final written approval is received from City to commence interconnected operation, which approval shall not be unreasonably withheld. Customer shall give City at least five (5) working days prior notice of when initial startup is to begin. City shall have the right to have a representative present during initial energizing and testing of Customer's system.

11.5 Customer shall have all protective devices tested at time of installation and at intervals not to exceed four (4) years by qualified test personnel. Customer shall either (i) provide City with a certified copy of the test results or (ii) notify City as to when such tests are to be performed at least five (5) working days prior to such tests and allow City personnel to witness the test.

11.6 Customer agrees to allow City and its authorized agent's access to the protective relaying and control facilities to conduct whatever periodic tests it may deem necessary, in addition to the requirement set forth in Section 11.5. City will provide Customer with advance notice of such tests, and Customer's representatives may be in attendance when such tests are performed.

12. SUCCESSORS AND ASSIGNS

Customer may not assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties without the prior written consent of City, including, but not limited to, the lease or sale of the real property associated with Customer's GF. Any such assignment or delegation made without such written consent shall be null and void. Consent for assignment shall not be withheld unreasonably. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the Parties.

13. EFFECT OF SECTION HEADINGS

Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

14. INDEMNITY

Customer agrees to indemnify City, its officers, agents, and employees for, from and against any and all loss, damages, expenses and liability for injury to or death of any person or injury to or loss of property, to the extent caused by City's construction, ownership, operation, or maintenance of, or by failure of, any of the City's works or facilities used in connection with this Agreement. Customer shall, at City's request, defend any suit asserting a claim covered by this indemnity. Customer shall also pay all costs and expenses that may be incurred by the City in enforcing this indemnity, including reasonable attorney's fees. This indemnification shall survive the termination or expiration of this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by, construed, and enforceable in accordance with the laws of the State of Ohio applicable to contracts entered into and to be performed solely within such state, without reference to its principles governing conflicts of laws.

16. UNCONTROLLABLE FORCES

No Party shall be considered to be in default in the performance of any of its obligations under this Agreement (other than obligations of said Party to pay sums to be paid by it hereunder, and other costs and expenses) when a failure of performance shall be due to an uncontrollable force. The term “uncontrollable force” shall be any cause beyond which, by exercise of due diligence such Party could not reasonably have been expected to avoid or control, and which by exercise of due diligence it shall be unable to overcome or control, including, but not restricted to, failure of or threat of failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, strikes, labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action by or inability to obtain the necessary authorizations or approvals from any governmental agency or authority. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

17. EVENTS OF DEFAULT; REMEDIES

A party shall be in default hereunder in the event of any of the following:

- (a) Failure to make any payment required hereunder when due, after three (3) business days written notice of overdue payment
- (b) A breach of any covenant or obligation under this Agreement, should the breach not be cured within five (5) days of written notice of such breach

In the even a party is in default hereunder, the non-defaulting party may, in addition to pursuing any other right or remedy available at law or in equity, upon two (2) business days written notice to the defaulting party, terminate this Agreement; provided, however, that neither Party shall have the right to terminate this Agreement if the nature of the other Party’s default is such that more than five (5) business days are reasonably required for its cure and the defaulting party commences such cure within said five (5) business day period and thereafter diligently prosecutes such cure to completion. Notwithstanding any provision herein to the contrary, EACH PARTY’S LIABILITY WITH RESPECT HERETO SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND IN NO EVEN SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, IN TORT, CONTRACT OR OTHERWISE. City shall not be liable to Customer for any damages occasioned by fluctuations, interruptions or curtailment of City’s system. This limitation

on damages survives the expiration or termination of this Agreement. Upon termination of this Agreement, Customer shall immediately permanently lock open the visible blade Disconnect Switch. In the event Customer fails to do so, the City shall have the right to enter the Property in order to permanently lock open the Disconnect Switch or disconnect service without liability for injury or damage to Customer or any third party and Customer hereby consents to such entry and disconnection.

18. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

19. WAIVER

The failure by either party hereto to require strict performance by the other party of any of the provisions, terms and conditions contained in this Agreement shall not waive, affect or diminish any right of such party at any time or times hereafter to demand strict performance thereof, and no waiver shall operate as a waiver of any other right or any right with respect to the same condition on a future occasion.

20. ATTORNEY'S FEES

In the event either Party shall institute legal proceedings under or arising out of this Agreement and obtain a judgment or decree in its favor, including appeal to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover, in addition to any other remedy, its reasonable actual attorney's fees, court costs, cost of investigation and other related costs allowed by law.

21. SIGNATURE CLAUSE

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives as of the date hereinabove set forth:

CITY OF WADSWORTH:

Signature: _____

Name: _____

Date Signed: _____

CUSTOMER(S):

Signature: _____

Name: _____

Date Signed: _____