

**CITY OF NAPERVILLE**

**RENEWABLE ENERGY INTERCONNECTION AGREEMENT**

This City of Naperville Renewable Energy Interconnection Agreement (“**Agreement**”) is made and entered by and between the City of Naperville, a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois (“**City**” or “**City of Naperville**”) located at 400 South Eagle Street, Naperville, IL 60540 and the Self-Supply Electric Utility Customer who is (or are) Customer(s) of the City of Naperville Electric Utility. Where a Self-Supply Electric Utility Customer is a lessee but not owner of the premises served by the Utility, the owner of the premises (“**Owner**”) shall also be a Party hereto. The Self-Supply Electric Utility Customer and City of Naperville, and where applicable “**Owner**”, may individually be referenced herein as “**Party**” and together as “**Parties**”. The Self-Supply Electric Utility Customer name(s) and address, and Owner(s) name and address (if applicable), are set forth on the signature pages of this Agreement.

**RECITALS**

1. **WHEREAS**, City of Naperville owns and operates an electric utility with an Electrical Distribution System which serves the residents and businesses of the City of Naperville (“**Utility**”), which is run by the Department of Public Utilities Electric (“**DPU-E**”).
2. **WHEREAS**, the Utility supplies electricity to the Customer who owns or leases certain real property located at \_\_\_\_\_ (“**Customer’s Premises**”).
3. **WHEREAS**, Customer wishes to install and operate a Renewable Energy Facility on Customer’s Premises as a Self-Supply Electric Utility Customer as those terms are defined in Section 8-1A-1 of the Naperville Municipal Code.
4. **WHEREAS**, Customer has submitted an Application to the Utility to Interconnect a Renewable Energy Facility on Customer’s Premises to the Utility’s Electrical Distribution System.
5. **WHEREAS**, Utility desires to provide the requested Interconnection to the Renewable Energy Facility subject to the terms and conditions set forth and referenced herein.
6. **WHEREAS**, the terms and provisions set forth and referenced in this Agreement govern the terms and conditions under which the Renewable Energy Facility may Interconnect with and operate in parallel with the Electrical Distribution System.
7. **WHEREAS**, capitalized terms used above and herein have the meanings set forth or referenced herein or in Section 8-1A-1 of the Naperville Municipal Code, and where the terms “**City**” or “**City of Naperville**” are used, the City’s Utility and its agents, representatives, and employees are encompassed within said terms.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements expressed and referenced herein, and pursuant to the City of Naperville’s home rule authority under the laws and Constitution of the State of Illinois, the Parties hereto agree as follows:

**Section 1. Recitals Incorporated.**

1.1 The Recitals above are a material part of this Agreement and are incorporated as part of this Section 1.1 as though set forth herein in their entirety.

**Section 2. Definitions.**

2.1 “**Application**” means the Application for Interconnection submitted by a Customer to the Utility for the purpose of Interconnecting a Renewable Energy Facility from Customer’s Premises to the Electrical Distribution System. If a Customer is a lessee but is not the Owner of the Customer Premises, both the Customer and the Owner of Customer’s Premises shall sign the Application and shall be Parties to this Agreement and the Utility shall be provided with a copy of the applicable lease agreement upon request. In such instances the Customer and Owner shall be jointly and severally liable for all obligations under this Agreement, but the Self-Supply Electric Utility Customer shall be entitled to the credits or payments (as applicable) provided for in Section 4 hereof. The Self-Supply Electric Utility Customer shall also be entitled to renewable energy credits, if any, as noted in Section 12.1 hereof.

2.2 “**Building Department**” means the department which is part of Transportation, Engineering and Development Business Group (a/k/a “T.E.D.”) which issues building permits and is located at the Naperville Municipal Center, 400 South Eagle Street, Naperville, IL 60540.

2.3 “**Customer**” means a person or entity who uses electric energy supplied by the City Department of Public Utilities by means of its electrical distribution system.

2.4 “**Customer’s Premises**” has the meaning set forth in Recital 2 above.

2.5 “**Disconnect**” or “**Disconnection**” means isolation of the Renewable Energy Facility from the Utility’s Electric Electrical Distribution System using the Disconnect Switch so that it is no longer connected to the Utility’s Distribution System.

2.6 “**Disconnect Switch**” the manual or remotely operated switch which is part of the Renewable Energy Facility as described in Section 7 hereof.

2.7 “**DPU-E**” means the Department of Public Utilities-Electric of the City of Naperville.

2.8 “**Effective Date**” is the date this Agreement takes effect as provided in Section 17.15 hereof.

2.9 “**Electrical Distribution System**” means the wires, cables, poles and apparatus forming a part of the system of or by which electric energy is transmitted and distributed by the City to the Customer.

2.10 “**Energy Credits**” has the meaning set forth in Section 4.1 hereof.

2.11 **“Excess Energy”** is electric energy provided by a Self-Supply Electric Utility Customer’s Renewable Energy Facility to the Electrical Distribution System on an intermittent basis which is in excess of the amount of energy consumed by the Self-Supply Electric Utility Customer at the location where the Facility is located.

2.12 **“Excess Energy Credits”** are credits which accumulate when Excess Energy is delivered by a Renewable Energy Facility to the Electrical Distribution System, which Excess Energy Credits may be used as set forth in Section 4.2 hereof.

2.13 **“Expired Excess Energy Credits”** are Excess Energy Credits that have not been used to offset the electric energy utility component of the Self-Supply Electric Utility Customer’s Utility bills at the location where the Renewable Energy Facility is located by March 31<sup>st</sup> in any year as set forth in Section 4.3 hereof.

2.14 **“Force Majeure Event”** means 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.

2.15 **“Interconnect”** or **“Interconnection”** means the process of connecting the Renewable Energy Facility to the Utility’s Electrical Distribution System.

2.16 **“Naperville Municipal Code”** or **“Code”** means the Naperville Municipal Code as amended from time to time.

2.17 **“Nameplate Rating”** means the capacity of the Renewable Energy Facility to deliver alternating current electric energy as reflected on the approved building permit for the Self-Supply Electric Utility Customer’s Renewable Energy Facility.

2.18 **“Owner”** means the fee simple owner of the Customer’s Premises.

2.19 **“Parallel”** or **“Parallel Operation”** means the interaction of Customer’s Renewable Energy Facility with the Utility’s Electrical Distribution System to provide energy and ancillary services. As used herein “ancillary services” are those services which are used to help balance the Utility’s Distribution System as it moves electricity from generation to consumers.

2.20 **“Renewable Energy Facility”** is a renewable electrical energy generation facility, such as a solar power facility, owned or leased by a Self-Supply Electric Utility Customer (based on a fixed monthly fee and not a charge per kWh), which is interconnected with the Electrical Distribution System as provided for in Subsection 8-1C-4:14 of the Naperville Municipal Code which Facility generates and/or stores renewable electric energy intended to be used primarily to offset the Self-Supply Electric Utility Customer’s own electrical requirements on the premises upon which such Facility is located, and which Facility may also generate Excess

Energy. Renewable Energy Facilities may not be sized to exceed one megawatt nameplate rating of alternating current (1MW AC).

2.21 **“Required Insurance”** means the insurance which Customer is required to obtain and maintain pursuant to the provisions set forth in Section 8 hereof.

2.22 **“Self-Supply Electric Utility Customer or Customers”** are Customers of the City of Naperville electric utility who own or lease (based on a fixed monthly fee and not a charge per kWh) a Renewable Energy Facility.

2.23 **“Utility”** has the meaning set forth in Recital 1 hereof.

2.24 **“Utility Service Rules and Policies”** are the rules and policies set forth in the “DPU-E Service Rules and Policies Handbook” adopted by the Naperville City Council and set forth in Title 8, Chapter 1, Article B of the Naperville Municipal Code.

2.25 **“Zoning Code – Solar”** references Title 6 (Zoning), Chapter 15 (Small Wind and Solar Renewable Energy Systems) of the Naperville Municipal Code.

### **Section 3. Interconnection to the Electrical Distribution System.**

3.1 **Interconnection.** A Self-Supply Electric Utility Customer may Interconnect a Renewable Energy Facility to the City’s Electrical Distribution System for the purpose of generating electricity and obtaining energy credits as provided herein, and the Utility will install an electric utility meter on Customer’s Premises capable of measuring energy delivered from the Utility to the Self-Supply Electric Utility Customer and energy delivered to the Utility from the Self-Supply Electric Utility Customer, subject to compliance by the Self-Supply Electric Utility Customer with: (i) all applicable laws, including but not limited to the Naperville Municipal Code and all codes and regulations referenced therein, (including but not limited to Zoning Code-Solar provisions and the provisions of 8-1C-4:14); (ii) Utility Service Rules and Policies; and (iii) this Agreement, as each of the foregoing may be amended from time to time.

The Self-Supply Electric Utility Customer shall at all times be responsible for the installation, operation, maintenance, repair, and replacement of the Renewable Energy Facility located on Customer’s Premises, including but not limited to any and all metering equipment (not including the Utility-owned meter), to the Utility’s specifications and in accord with provisions set forth herein in order to accept the Utility meter and any Utility metering appurtenances required to accurately measure energy delivered by the Utility to the Self-Supply Electric Utility Customer and to measure energy delivered by the Self-Supply Electric Utility Customer to the Utility.

The Self-Supply Electric Utility Customer shall not commence operation of its Renewable Energy Facility without prior written authorization from the Utility.

If a Self-Supply Electric Utility Customer is not the Owner of Customer’s Premises, the Self-Supply Electric Utility Customer and Owner shall be jointly and severally liable for all obligations under this Agreement, but the Self-Supply Electric Utility Customer shall be entitled to the Energy Credits, Excess Energy Credits, and Expired Excess Energy Credits (as applicable)

provided for in Section 4 hereof. The Self-Supply Electric Utility Customer shall also be entitled to renewable energy credits, if any, as noted in Section 12.1 hereof.

### 3.1.1 Modification of Customer's Premises.

The Self-Supply Electric Utility Customer shall be solely responsible for: (i) any and all modification to the Customer's Premises that may be required, as determined by the Utility, to install a Renewable Energy Facility located on Customer's Premises in accordance with applicable laws and regulations, including without limitation, the Naperville Municipal Code; and (ii) any and all modification to (or the installation of new) Self-Supply Electric Utility Customer owned metering infrastructure, equipment, or facilities required by Utility.

The Utility shall provide written notice to the Self-Supply Electric Utility Customer if any modifications as set forth above are required prior to Interconnection of a Renewable Energy Facility.

### 3.1.2 Self-Supply Electric Utility Customer's Responsibility for Additional Infrastructure.

Prior to Interconnection of a Renewable Energy Facility, the Utility shall advise the Self-Supply Electric Utility Customer if the Utility has determined that additional equipment, facilities, or infrastructure, including but not limited to a transformer, are needed to support the Self-Supply Electric Utility Customer's Renewable Energy Facility, and the estimated cost therefor. Within sixty (60) days after receipt of an invoice for any such equipment and/or infrastructure, the Self-Supply Electric Utility Customer shall remit payment in full to the Utility.

If after Interconnection of a Renewable Energy Facility takes place, the Utility determines that additional infrastructure, facilities, and/or equipment, including but not limited to a transformer, are needed to support the Self-Supply Electric Utility Customer's Renewable Energy Facility, the Utility shall notify the Self-Supply Electric Utility Customer in writing of that determination and the estimated cost therefor. Until the additional infrastructure has been installed and paid for (based upon the Utility's actual costs), the Utility may Disconnect the Renewable Energy Facility from the Utility's Electrical Distribution System.

3.2 Required Approvals. Subject to compliance with the requirements set forth and referenced herein, the equipment for a Renewable Energy Facility shall be considered acceptable to be Interconnected with the Utility's Electrical Distribution System if:

3.2.1 the equipment of the Facility has been approved by a nationally recognized testing agency and/or certification laboratory (which agency or laboratory is approved by the Building Department) for continuous interactive operation with an electric distribution system within the United States, which equipment is in compliance with the standards set forth in Section 5.2 below as revised and amended from time to time; and

3.2.2 the equipment has been reviewed and accepted for use by the City of Naperville Building Department in its sole discretion.

3.3 Submission of Manufacturer's Documentation. The Self-Supply Electric Utility Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions for their Renewable Energy Facility to the Utility with a building permit application for installation of said Renewable Energy Facility.

3.4 Certification of Compliance. Prior to allowing Interconnection of the Renewable Energy Facility to operate in Parallel with the Utility's Electrical Distribution System, the Self-Supply Electric Utility Customer shall certify that its Renewable Energy Facility, and the installation, operation, and maintenance thereof, are in compliance with the following standards as amended from time to time:

- a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes; and
- e. The manufacturer's installation, operation and maintenance instructions.

3.5 Continued Compliance. After the Renewable Energy Facility has been authorized to commence Parallel Operation, the Self-Supply Electric Utility Customer shall continue to abide by the provisions set forth and referenced in this Section 3 and each subsection hereof.

**Section 4. Energy Credits/Excess Energy Credit Carry-Over/Payment for Expired Excess Energy Credits.**

4.1 Monthly Energy Credit. A Self-Supply Electric Utility Customer will be credited each month for each kilowatt hour of Excess Energy delivered to the Electrical Distribution System by the Customer's Renewable Energy Facility located on Customer's Premises. Such Energy Credits shall be used to offset the electric utility energy component of the Self-Supply Electric Utility Customer's monthly City of Naperville utility bill for the Customer's Premises on which the Renewable Energy Facility is located on a 1 kilowatt hour to 1 kilowatt hour basis. Such credits shall not be used to offset other utility charges or fees, including but not limited to the electric Utility's meter fee or the electric Utility's demand charge.

4.2 Excess Energy Credits – Carry Over. If a Self-Supply Electric Utility Customer has Excess Energy Credits at the end of a month, those Excess Energy Credits shall carry over and be applied, as needed, to reduce the electric energy component of future City of Naperville utility bills of the Self-Supply Electric Utility Customer for the Customer's Premises until such Excess Energy Credits have been exhausted or have expired. Any Excess Energy Credits

that have not been used to offset the electric energy utility component of the Self-Supply Electric Utility Customer's Utility bills by March 31<sup>st</sup> in any year shall be deemed expired and are referenced herein as Expired Excess Energy Credits.

4.3 Payment for Expired Excess Energy Credits. DPU-E will remit payment to the Self-Supply Electric Utility Customer for Expired Excess Energy Credits, if any, in April of each year based upon the Expired Excess Energy Credit Rate set forth in the DPU-E Rate Schedule 8: "Expired Excess Energy Credit Purchase Rate for Self-Supply Electric Utility Customers (XX)" in Section 8-1C-4:14 of the Naperville Municipal Code as amended from time to time. If a Self-Supply Electric Utility Customer who is entitled to such payment has moved from Customer's Premises and failed to notify DPU-E in writing as to how they may be contacted, the Utility shall be relieved of any obligation to make such payment unless the Self-Supply Electric Utility Customer leases Customer's Premises in which case the City shall remit such payment to the Owner thereof. If there is any dispute as to who such payment shall be made, and the Utility is notified or becomes aware of such dispute, the Utility will hold said funds for not less than one year until such dispute is resolved and the Utility is provided notice of the resolution by the parties in dispute and advised as to whom payment shall be. If the Utility is not in receipt of such notice within one year of the date payment for Expired Excess Energy Credits would have been made, the Utility shall no longer have an obligation to hold said funds or make such payment.

The Self-Supply Electric Utility Customer, and Owner if applicable, agree to defend, indemnify, and hold the Utility and the City harmless from any claims related in any way to the Utility's payment, or non-payment, of Expired Excess Energy Credits where it is unclear to the Utility as to whom such payment should be made.

4.3.1 Notwithstanding any other provision set forth in this Agreement, if the Self-Supply Electric Utility Customer owes the Utility or the City money as of the date that payment of Expired Excess Energy Credits would be made, any payment owed to the Self-Supply Electric Utility Customer as set forth above may be used by the Utility or the City, as applicable, to offset such amounts.

**Section 5. Reserved.**

**Section 6. Inspection and Right of Access.**

6.1 Interconnection of a Renewable Energy Facility shall be subject to prior inspection and written approval by the Building Department.

6.2 After Interconnection of a Renewable Energy Facility, the Utility will provide the Self-Supply Electric Utility Customer with as much notice as reasonably practical, either by e-mail or text message, as to when the Utility may conduct additional inspections and/or document review for any reasonable purpose in connection with the performance of the obligations imposed by this Agreement or, if necessary, to meet the Utility's legal obligation to provide service to its Customers. Documents which the Utility may need to review include, but

are not limited to, instruction manuals, service records, records of testing, and proof of insurance as set forth herein.

6.3 The Self-Supply Electric Utility Customer is responsible for ensuring that its Renewable Energy Facility equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

6.4 In no event shall any statement, representation, or lack thereof, either express or implied, by the Utility or any employee, agent, or representative of the Utility, relieve the Self-Supply Electric Utility Customer of exclusive responsibility for its Renewable Energy Facility. Any Utility inspection of the Renewable Energy Facility shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Renewable Energy Facility equipment. Utility's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of the Renewable Energy Facility or Renewable Energy Facility equipment or procedure.

6.5 Right of Access. The Utility and its agents and representatives shall have access to the Disconnect Switch and metering equipment on Customer's Premises at all times without notice. The Utility and its agents and representatives shall also have access to Customer's Premises for testing and/or inspection of the Renewable Energy Facility, and for any other reasonable purpose in connection with this Agreement, upon reasonable notice or at any time without notice in the event of an emergency or possible hazardous conditions.

## **Section 7. Disconnect Switch; Disconnection of Renewable Energy Facility.**

7.1 The Self-Supply Electric Utility Customer shall install a manual Disconnect Switch of the visible load break type to provide a separation point between the alternating current ("AC") power output of the Renewable Energy Facility and any Customer wiring connected to Utility's Electrical Distribution System such that back feed from the Renewable Energy Facility to the Utility's Electrical Distribution System cannot occur when the switch is in the open position.

7.2 The Disconnect Switch shall comply with the requirements of the National Electric Code, as amended from time to time, and shall be mounted separately from the meter socket on a visible exterior surface adjacent to the meter and shall clearly be labeled "**Generator Disconnect Switch**". The Disconnect Switch shall be readily accessible to the Utility and capable of being locked by the Utility in the open position (e.g. with a Utility padlock). When locked and tagged in the open position by the Utility, the Disconnect Switch will be under the control of the Utility. The Utility, in its sole discretion, shall determine if the Disconnect Switch, and its location, are suitable.

7.3 At any time, without notice in the event of an emergency or other conditions as determined necessary or appropriate by the Utility, the Utility shall have access to the Customer's Premises to open the Disconnect Switch, or may operate a remotely controlled Disconnect Switch if available, thereby isolating and Disconnecting the Renewable Energy Facility from the Electrical Distribution System. To the extent practical, however, prior notice of Disconnection shall be given. If prior notice is not given, the Utility shall leave a door hanger at the time of Disconnection notifying the Self-Supply Electric Utility Customer that the Renewable Energy Facility has been Disconnected, including an explanation of the condition necessitating such



action. The Disconnect Switch will be re-closed by Utility as soon as practical once the conditions causing the Disconnection cease to exist.

Examples of conditions which may require the Disconnect Switch to be opened include, but are not limited to:

- a) Hazardous conditions or interference with the Electrical Distribution System which the Utility determines are, or may be, due to the operation of a Self-Supply Electric Utility's Customer's Renewable Energy Facility. Such conditions include, but are not limited to, electrical effects (such as power quality problems) on the electrical equipment of other customers of the Utility caused by, or which may be being caused by, the Renewable Energy Facility.
- b) Failure of any component of the Renewable Energy Facility.
- c) Failure of the Self-Supply Electric Utility Customer to obtain or maintain the Required Insurance described in Section 8 hereof, or to provide evidence thereof to the satisfaction of the Utility.
- d) Failure of the Self-Supply Electric Utility Customer to pay amounts owed to the City of Naperville or an unresolved dispute as to payment provisions set forth herein.
- e) Maintenance, construction, and repairs of the Electrical Distribution System.
- f) For any other reason deemed necessary or appropriate by the Utility in order to preserve the integrity and consistency of the Utility's Electric Distribution System.

7.4 Upon termination of this Agreement, the Utility shall open and padlock the manual Disconnect Switch on Customer's Premises and remove any additional metering equipment related to this Agreement. At the Self-Supply Electric Utility Customer's expense (and/or Owner if Customer's Premises are leased), within ten (10) working days following the termination, the Self-Supply Electric Utility Customer or Owner shall permanently isolate the Renewable Energy Facility and any associated equipment from the Electrical Distribution System and notify the Utility that the isolation is complete.

## **Section 8. Insurance.**

8.1 **Required Insurance.** The insurance described in this Section 8 constitutes "**Required Insurance**" for Self-Supply Electric Utility Customers for the purposes of this Agreement as set forth below. As noted in Recital 7 of this Agreement, where the terms "City" or City of Naperville" are used in this Agreement, the City's Utility and its agents, representatives, and employees are included within said terms.

8.1.1 Prior to Interconnection of a Renewable Energy Facility owned by a Self-Supply Electric Utility Customer to the Electrical Distribution System, said Self-Supply Electric Utility Customer shall obtain insurance with liability coverage in an amount: (a)

not less than three hundred thousand dollars (\$300,000) per occurrence for a Renewable Energy Facility with a Nameplate Rating of not more than 50 kilowatts, and (b) in an amount not less than one million dollars (\$1,000,000) per occurrence for a Renewable Energy Facility with a Nameplate Rating over 50 kilowatts. Said insurance shall cover claims of bodily injury and property damage caused by, related to, or arising out of, the existence or operation of the Renewable Energy Facility and its Interconnection to and interaction with the Utility's Electrical Distribution System.

The insurance described herein shall be provided by means of a homeowner's or other insurance policy with an insurance company licensed or authorized to do business in the State of Illinois and having a rating of not less than A IX, according the A.M. Best Company. In addition, Customer's insurance shall provide that: (i) if the Customer maintains higher limits, the City shall be entitled to coverage for the higher limits; (ii) Customer's insurance shall be primary for all purposes and any insurance or self-insurance maintained by the City, or its officers, officials, employees, or volunteers shall be excess of Customer's insurance and shall not contribute with it; (iii) all rights of subrogation which the insurer may acquire by virtue of payment of any loss are waived; and (iv) for Customers with Generating Facilities having a Nameplate Rating over 50 kilowatts, the City of Naperville shall be named as an additional insured.

The insurance described herein (referenced in this Agreement as Required Insurance) shall be maintained by the Self-Supply Electric Utility Customer as set forth herein throughout the duration of this Agreement.

The Self-Supply Electric Utility Customer shall provide written notice to the Utility within twenty-four (24) hours if Customer receives a notice of cancellation or a notice of material modification of the insurance required above.

If the Self-Supply Electric Utility Customer is not the owner of the Customer's Property, the Self-Supply Electric Utility Customer or the Owner must provide evidence of Required Insurance to the satisfaction of the Utility.

8.1.2 The Utility reserves the right to refuse to establish, or to discontinue, the Interconnection of the Renewable Energy Facility to the Utility's Electrical Distribution System if Required Insurance is not in effect and/or if the Self-Supply Electric Utility Customer fails to provide evidence of continued Required Insurance to the satisfaction of the Utility.

8.1.3 When requested, the Self-Supply Electric Utility Customer or Owner, if applicable, shall provide certificates of insurance and any other documentation reasonably requested by the Utility which evidences compliance with the Required Insurance provisions set forth above to the satisfaction of the Utility. The provisions in this Subsection 8.1.3 shall survive the expiration or termination of this Agreement for a period of two (2) years.

**Section 9. Additional Self-Supply Electric Utility Customer Obligations.**

9.1 Notices Regarding Modifications, Additions, and Discontinuation of Operation of the Self-Supply Electric Utility Customer's Renewable Energy Facility. The Self-Supply Electric Utility Customer shall provide advance written notification to the Building Department of any proposed changes or alterations, including but not limited to any addition to the Renewable Energy Facility, by submitting a new Application and request for a building permit specifying the modifications. Further, the Self-Supply Electric Utility Customer shall provide prompt written notice to the Utility if operation of the Renewable Energy Facility is discontinued. Such notifications shall be sent to the Building Department and DPU-E at the addresses set forth in Section 16.1 hereof.

9.2 Ongoing Compliance. The Self-Supply Electric Utility Customer shall ensure that at all times this Agreement is in effect the Renewable Energy Facility's hardware and its installation, operation and maintenance comply with the applicable standards, codes and manufacturer's instructions set forth or referenced in the approved building permit for the Self-Supply Electric Utility's Customer's Renewable Energy Facility. The Self-Supply Electric Utility Customer shall provide written notification to the Building Department of any changes to its Renewable Energy Facility.

9.3 Integrity of the Renewable Energy Facility/Damages. The Self-Supply Electric Utility Customer is responsible for the operation, protection, and integrity of its Renewable Energy Facility, including but not limited to generation equipment, inverters, protection devices, and other system components, so as to protect it from damage from the normal and abnormal operations that occur on the Electrical Distribution System and or equipment owned and operated by others, in delivering and restoring system power; and is responsible for ensuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.

9.3.1 The Self-Supply Electric Utility Customer shall be responsible for any property damage to the City of Naperville Electrical Distribution System and for injuries to employees, agents, or representatives of the City of Naperville caused by or arising out of the Interconnection or operation of the Self-Supply Electric Utility's Customer's Renewable Energy Facility.

9.4 Contractors. Nothing in this Agreement shall prevent a Customer from utilizing the services of any contractor or subcontractor (together referenced herein as "Contractor" or "Contractors") as it deems appropriate to perform its obligations under this Agreement; provided, however, that the Customer shall require that Contractors comply with all applicable terms and conditions of this Agreement in providing such services. The creation of any Contractor relationship shall not relieve the Self-Supply Electric Utility Customer, and the Owner (if the Customer is a lessee), of any of their obligations under this Agreement. The Self-Supply Electric Utility Customer, and the Owner, as applicable, shall be fully responsible to the Utility for the acts or omissions of any Contractor. Any obligation imposed by this Agreement upon the Self-Supply Electric Utility Customer shall be equally binding upon, and shall be construed as having application to, any Contractor of the Self-Supply Electric Utility Customer and the Owner.

**Section 10. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS.**

10.1 The Self-Supply Electric Utility Customer, and Owner (if Customer's Premises area leased or rented), shall defend, with legal counsel approved by the City of Naperville which shall not be unreasonably withheld, indemnify, and hold harmless the City of Naperville, including but not limited to the Utility, and its officers, agents, employees and representatives, against all damages, losses, claims, including but not limited to claims and actions relating to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, reasonable attorney's fees, and all other obligations by or to third parties arising out of the Self-Supply Electric Utility's Customer's Renewable Energy Facility or the actions or inactions of the Self-Supply Electric Utility Customer (or Owner) or Customer's (or Owner's) Contractors and consultants in performing the Self-Supply Electric Utility Customer's obligations under this Agreement except when the loss occurs due to the gross negligence or intentional wrongdoing of the City of Naperville, including but not limited to its Utility.

**Section 11. Limitation of Liability.**

11.1 Each Party's liability to the other Party or Parties 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 any Party be liable to the other Parties for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever. Further, the Utility shall not be responsible for any lost opportunity or other costs incurred, or alleged to have been incurred, by the Customer or the Owner, if applicable, as a result of an interruption of service or any other aspect of the construction or operation of the Electrical Distribution System.

**Section 12. Renewable Energy Credits.**

12.1 Any renewable energy credits produced by a Self-Supply Electric Utility Customer's Renewable Energy Facility during the Term of this Agreement shall be the property of the Self-Supply Electric Utility Customer and may be disposed of as elected by them. At no time shall the Utility be required to purchase renewable energy credits.

**Section 13. Failure to pay.**

13.1 If a Self-Supply Electric Utility Customer fails to pay monies owed the Utility under this Agreement, or otherwise, as determined by the Utility after written notice therefore is given by the Utility, and such payment is more than ninety (90) days overdue, the Utility shall have the right to terminate this Agreement and/or to take any other actions as it deems appropriate, including but not limited to Disconnecting the Renewable Energy Facility from the Electrical Distribution System, recording a lien against the Customer's Premises (whether owned by the Self-Supply Electric Utility Customer or by the Owner) for such amounts which are past due, which lien may be foreclosed upon as a mortgage in case of default and which lien may include reasonable interest and attorney's fees (including in-house counsel), and costs of recordation (cumulatively referenced herein as "**Lien Costs**"). Not less than ten (10) days prior to recording such lien, the Utility shall give notice to the Self-Supply Electric Utility Customer (or the Owner, if applicable) of its intent to record a lien, and the basis therefor, at the address(es) listed in Section 16 hereof by prepaid overnight mail sent by a nationally recognized delivery service. In addition, if

the Self-Supply Electric Utility Customer owes money to the City (other than to the Utility) which is more than ninety (90) days overdue, the Utility shall have the right to terminate this Agreement and the City may take any other actions it deems appropriate and/or as may be provided for in the Naperville Municipal Code.

If the Self-Supply Electric Utility Customer is a lessee and not the owner of Customer's Premises, the Owner shall be jointly and severally liable for Customer's obligations hereunder and agrees to the provisions above, including but not limited to recordation of a lien for Lien Costs against Customer's Premises.

13.2 Any lien recorded against the Customer's Premises as set forth above, shall be released by the Utility subsequent to payment in full of all Lien Costs.

**Section 14. Term.**

14.1 The term of this Agreement shall be one (1) year from the Effective Date set forth in Section 17.15 hereof and shall automatically renew for additional one (1) year periods unless any Party gives notice of termination as set forth in Section 15 below.

**Section 15. Termination.**

15.1 Termination by Self-Supply Electric Utility Customer.

15.1.1 This Agreement may be terminated by the Self-Supply Electric Utility Customer for any reason upon not less than ninety (90) days written notice. Such notice shall be given to the Utility at the address listed in Section 16.1 hereof by prepaid overnight mail sent by a nationally recognized delivery service. The effective date of said termination shall be the date identified by the Self-Supply Electric Utility Customer in their notice to the Utility so long as the termination date is outside the ninety day period unless an earlier termination effective date is agreed upon by the Director of DPU-E.

15.1.2 Within forty-five (45) days after issuance of a Transfer Stamp (or Exempt Stamp) for conveyance of the Customer's Premises, this Agreement shall automatically terminate without action by any Party. The effective date of said termination shall be forty-five (45) days after the date of issuance of the Transfer Stamp or Exempt Stamp.

15.1.3 If the Self-Supply Electric Utility Customer is a lessee of the Customer's Premises and ceases to occupy said Premises, this Agreement shall automatically terminate without any action by either the Utility, the Self-Supply Electric Utility Customer, or the Owner of the Customer's Premises. The effective date of said termination shall be the date upon which the Self-Supply Electric Utility Customer ceased to occupy the Customer's Premises.

15.2 Termination by Utility. Subject to the provisions for immediate termination set forth in Subsection 15.2.1 below, this Agreement may be terminated by the Utility and the Utility may disconnect a Self-Supply Electric Utility Customer's Renewable Energy Facility from the Electrical Distribution System upon not less than ninety (90) days written notice to the Self-Supply Electric Utility Customer (and to the Owner, if the Customer is not the Owner of the Customer's Premises) at the address listed in in Section 16.1 hereof by prepaid overnight mail sent by a

nationally recognized delivery service. The Utility shall include in such notice an explanation of the basis of the termination, including but not limited to breach of this Agreement by the Self-Supply Electric Utility Customer or Owner as determined by the Utility, if agreement to an amendment to this Agreement is not made as provided in Section 17.2 hereof, or for reasons related to protection of the integrity of the Electrical Distribution System, and shall specify the effective date of the termination.

15.2.1 The Utility may terminate this Agreement immediately and disconnect a Self-Supply Electric Utility Customer's Renewable Energy Facility from the Electrical Distribution System: (i) if the Self-Supply Electric Utility Customer fails to comply with the terms and conditions set forth and referenced in this Agreement, including but not limited to failure to make any payment as set forth in Section 13.1 above or failure to maintain Required Insurance in effect at all times this Agreement is in effect; or (ii) if DPU-E has a reasonable basis to believe that interconnection or operation of a Customer's Renewable Energy Facility may be unsafe or pose a risk of adverse impacts to DPU-E employees, DPU-E customers, the public, or the Electrical Distribution System.

The Utility shall give notice of termination to the Self-Supply Electric Utility Customer (and to the Owner if applicable) at the address listed in in Section 16.1 hereof by prepaid overnight mail sent by a nationally recognized delivery service.

15.3 Self-Supply Electric Utility Customer Removal of Equipment. As noted in Section 6.3 hereof, upon termination of this Agreement, the Utility shall open and padlock the manual Disconnect Switch and remove any additional metering equipment related to this Agreement. At the Self-Supply Electric Utility Customer's expense, within ten (10) working days following the termination, the Self-Supply Electric Utility Customer shall permanently isolate the Renewable Energy Facility and any associated equipment from the Utility's Electrical Distribution System and give written notice to the Utility that the such isolation is complete.

15.4 Utility Removal of Equipment. Upon termination of this Agreement, the Utility shall remove any Utility-owned metering equipment related to this Agreement from Customer's Premises.

15.5 Transfer Stamps. A transfer stamp for sale or transfer of the Customer's Premises may be withheld by the City of Naperville if the Utility determines that there are outstanding amounts due to be paid by the Customer to the Utility, or if there are otherwise outstanding amounts due to the City which are owed by the Self-Supply Electric Utility Customer (or Owner, if applicable), or which are related to the Customer's Premises.

15.6 Effect of Termination. Any termination of this Agreement shall not affect or negate the Utility's rights to take any actions specified in this Agreement, including but not limited to recording a lien against Customer's Premises; nor shall a termination of this Agreement terminate any provisions which survive the expiration or termination of this Agreement as specified in this Agreement.

## **Section 16. Notice.**

16.1 Except as otherwise provided in Sections 13.1, 15.1.1, 15.2, and 15.2.1 hereof (which provisions require notice by overnight mail as set forth therein), all notices required under

this Agreement shall be served on the Parties via First Class U.S. Mail as set forth below. (Notwithstanding the foregoing, notice may be given by prepaid overnight mail sent by a nationally recognized delivery service whenever notice by First Class U.S. Mail may be given).

**NOTICES TO THE CITY OF NAPERVILLE  
DEPARTMENT OF PUBLIC UTILITIES-ELECTRIC:**

Brian Groth, Director of DPU-E  
City of Naperville Electric Service Center  
1392 Aurora Avenue  
Naperville, IL 60540

With a copy to:

Customer Connections Manager  
City of Naperville Electric Service Center  
1392 Aurora Avenue  
Naperville, IL 60540

**NOTICES TO THE CITY OF NAPERVILLE BUILDING DEPARTMENT:**

City of Naperville Transportation, Engineering,  
and Development/Building Permits  
City of Naperville Municipal Center  
400 S. Eagle Street  
Naperville, IL 60540

Or Online as published on the City of Naperville Website.

**NOTICES TO THE SELF-SUPPLY ELECTRIC UTILITY CUSTOMER:**

**NOTICES TO THE OWNER OF CUSTOMER'S PREMISES [Applicable if the  
Self-Supply Electric Utility Customer is a lessee of Customer's Premises]:**

**Section 17. General Provisions.**

17.1 Entire Agreement. This Agreement sets forth and constitutes the entire agreement between the Parties with respect to the subject matter described herein and supersedes any and all prior agreements, understandings, promises, warranties, and representations made by any Party to the other concerning the subject matter hereof. This Agreement may be modified only by a written document signed by the Parties.

17.2 Amendment. The covenants, terms and conditions of this Agreement may be modified through the written consent of the Parties hereto or by reason of amendments to the Naperville Municipal Code or other applicable laws that affect the Agreement. In the latter event DPU-E shall give not less than sixty (60) days prior written notice of the amendment to the Self-Supply Electric Utility Customer and the Self-Supply Electric Utility Customer shall provide written confirmation of agreement to the amendment or notice of termination of this Agreement to DPU-E. If the Self-Supply Electric Utility Customer fails to give notice of either option, the Utility may terminate this Agreement. Said notices shall be given in conformity with the notice provisions set forth in Section 16 hereof.

17.3 Severability. If any phrase, clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect.

17.4 Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

17.5 Choice of Law and Venue. This Agreement shall be governed, in all respects, by the laws of the State of Illinois, irrespective of its choice of law rules. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

17.6 Survival. The obligations of the Parties under this Agreement, to the extent that they arose while the Agreement was in effect and remained unfulfilled at the time of termination of this Agreement, shall survive both the termination of this Agreement and/or the termination or expiration of any permit granted hereunder. Any such termination shall not release any Party from any liabilities, claims, or obligations arising hereunder including, but not limited to, monies that are owed or indemnities which may have accrued or are accruing prior to or at the time of termination of this Agreement. In addition to the foregoing, the following provisions shall survive the termination or expiration of this Agreement: 1.1, Section 2 and all subparts thereof, 3.1, 3.1.1, 3.1.2, 4.3, 4.3.1, 6.4, 7.4, 8.1.3 (for 2 years after termination or expiration), 9.3.1, 10.1, 11.1, 12.1, 13.1, 15.3, 15.4, 15.5, 15.6, 17.1, 17.3 through 17.8, 17.11, 17.12, and 17.13.

17.7 Third-Party Beneficiaries. This Agreement is not intended to and does not confer or create any rights, benefits, privileges, claims, actions, or remedies of any nature in favor of any person or entity as a third-party beneficiary hereunder; the benefits and obligations provided herein are solely for the use and benefit of the Parties hereto.

17.8 Captions and Paragraph Headings. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

17.9 No Assignment. No Party hereto shall assign or transfer this Agreement, or any rights or obligations hereunder, to any other person or entity.



17.10 Calendar or Working Days. Where a number of days are specified in this Agreement, unless “working days” are specified, calendar days are intended.

17.11 No Waiver. The failure of a Party to this Agreement to insist upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

17.12 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party.

17.13 Authorizations. Each of the signatories to this Agreement represents and warrants that they are authorized to execute this Agreement on behalf of their respective Party and by such signature to bind that Party to this Agreement.

17.14 Commercial Customer entity status. If Customer, (or Owner, if applicable), is a commercial entity, including but not limited to a limited liability corporation or a corporation, said Customer (and/or Owner) represents and affirms that they are registered with the Illinois Secretary of State’s Office and are authorized to transact business in the State of Illinois or are otherwise authorized to transact business in the State of Illinois.

17.15 Force Majeure Event. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement (other than the obligation to make payments), the Party affected thereby (the Affected Party) shall notify the other Party or Parties of the existence of the Force Majeure Event in writing within three business days. 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. Subject to compliance with these requirements, the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The Affected Party will keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends.

17.16 Effective Date. The Effective Date of this Agreement shall be the date upon which it has been fully executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as set forth below.

/SIGNATURES ON FOLLOWING PAGES/

**CITY OF NAPERVILLE**

By: \_\_\_\_\_

Brian Groth, Director  
Naperville Department of Public Utilities - Electric

Date: \_\_\_\_\_

**CUSTOMER/OWNER(S) OF CUSTOMER'S PREMISES**

[Note: If sole ownership, only one signature is required. If joint ownership or tenancy by the entirety, both signatures are required.]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ALTERNATE SIGNATURE PAGE FOR CUSTOMER/LESSEE AND OWNER/LESSOR

**CITY OF NAPERVILLE**

By: \_\_\_\_\_

Brian Groth, Director  
Naperville Department of Public Utilities - Electric

Date: \_\_\_\_\_

**SELF-SUPPLY ELECTRIC UTILITY CUSTOMER(S) [LESSEE(S) OF CUSTOMER'S PREMISES]**

[Note: If only one name is on the lease, only one signature is required. If two names are on the lease, both signatures are required.]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER OF CUSTOMER'S PREMISES [LESSOR]**

[Note: If sole ownership by Lessor, only one signature is required. If joint ownership or tenancy by the entirety, both signatures are required.]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*ALTERNATE SIGNATURE PAGE FOR CUSTOMER/LIMITED LIABILITY COMPANY*

**CITY OF NAPERVILLE**

By: \_\_\_\_\_

Brian Groth, Director  
Naperville Department of Public Utilities - Electric

Date: \_\_\_\_\_

**LIMITED LIABILITY CUSTOMER/OWNER OF CUSTOMER'S PREMISES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_