

ATTACHMENT C

**AGREEMENT FOR INTERCONNECTION AND PARALLEL
OPERATION OF DISTRIBUTED GENERATION**

CORN BELT ENERGY CORPORATION hereinafter “Cooperative”
One Energy Way
Bloomington, Illinois 61705

_____ hereinafter “Member”

This Agreement for Interconnection and Parallel Operation of Distributed Generation (hereinafter “Agreement”) is made and entered the date indicated above between Cooperative and 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 are 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 owned and/or operated by Member (herein “Distributed Generation” and more particularly described in Exhibit A), can be interconnected at 69 kV or less 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 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 Distributed Generation at the location(s) specified in Exhibit A “Point of Interconnection” in accordance with the terms of the Cooperative’s policy on 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 Installation, Operation and Maintenance of Distributed Generation** – Member will, at Member’s cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for, its Distributed Generation and interconnection facilities, as further described on Exhibit A. Member shall conduct operations of its Distributed Generation and interconnection facilities in compliance with all aspects of the Cooperative’s requirements and in accordance with industry standards

and Good Utility Practice. As used herein, Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. Maintenance of Distributed Generation and interconnection facilities shall be performed in accordance with the applicable manufacturers' recommended maintenance schedule. Member agrees to cause its Distributed Generation and interconnection facilities to be constructed in accordance with Policy 600-7 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.

- (a) 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 its Distributed Generation and interconnection facilities.
 - (b) Member shall reimburse the Cooperative for the labor and material cost incurred by the Cooperative in making any connections allowed by this Agreement, except as may be otherwise provided for small Distributed Generation in accordance with the Cooperative's policies for interconnection of small Distributed Generation.
 - (c) The Cooperative will notify Member if there is evidence that the Distributed Generation' or interconnection facilities' operation causes disturbance, disruption or deterioration of service to other Members served from the System or if the Distributed Generation' or interconnection 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 Member's Distributed Generation or interconnection 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 interconnection 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 Distributed Generation 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. For small Distributed Generation, purchase of excess facility energy is governed by the Cooperative's Policy 600-13 on Net Metering and Cooperative Purchase of Excess Member Owned Generation.

- (a) Each interconnection hereunder may require the assistance and agreement of others such as Midwest Independent System Operator (“MISO”), Ameren, WVPA and CBEC to collectively resolve the interconnection and energy delivery arrangements and requirements to enable energy sales from the Distributed Generation. Member shall be responsible for all expenses reasonably necessary for the development of such agreements. Interconnection of the Distributed Generation to the CBEC System under this Agreement does not constitute an agreement by CBEC to wheel output energy from the Distributed Generation to any particular entity and must be covered by a separate agreement between CBEC and Member.
- (b) Member shall become a party to an Agreement with WVPA or others to arrange and perform the necessary functions to affect the purchase of energy from Member and to move such energy over the interconnection facilities and over the CBEC System to the Transmission Provider.
- (c) Should the energy sales agreement with the energy purchaser be terminated or materially modified or amended, it may be necessary for the Parties to address changes, including the possibility of additional charges, pertaining to the ongoing use and operation of the CBEC System, as it relates to serving as an outlet for the Member’s Distributed Generation. In the event the Energy Sales Agreement is terminated, CBEC and Member agree to enter into good faith negotiations to reach an agreement with similar terms and conditions and reasonable and customary charges for the use of the CBEC’s System for the movement of energy produced by the Member’s Distributed Generation. In the event such new agreement with Member requires CBEC to submit to regulation by the Federal Energy Regulatory Commission (“FERC”) or any other agency that regulates transmission of electricity on a state or national basis, solely or partially as a result of the transmission of electrical energy over the CBEC System for Member’s Distributed Generation, then Member shall reimburse CBEC for CBEC’s reasonable initial and ongoing out-of-pocket costs associated with complying with such regulatory agencies’ requirements.

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 Distributed Generation 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 Member’s facility.
- (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, tornadoes, 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 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, or other equipment or 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.
- (d) Notwithstanding anything to the contrary contained herein, no Force Majeure event shall be utilized to prevent the payment of any amounts due and owing hereunder.

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. The Cooperative shall not have any liability for the protection equipment, settings or installation of Member Distributed Generation.

8. Right of Access, Equipment Installation, Removal & Inspection – The Cooperative and its representatives shall have free access to the Member's generation facility and interconnection equipment at all times to monitor operation of the Member's equipment, cooperative-supplied service equipment connected to such system, or to disconnect for good cause, without prior notice to the Member, Member's equipment from the Cooperative's distribution system. The Cooperative and its representatives 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 Distributed Generation** – Member retains the option to disconnect its Distributed Generation from the System, (a) for threats to equipment or personal safety without notice to the Cooperative, and (b) for any other reason upon thirty (30) days' prior written notice to the Cooperative. Such disconnection shall not be a termination of this Agreement unless Member exercises rights under Section 12 that do not lead to a resolution of the issue. Member shall disconnect Distributed Generation from the System upon the effective date of any termination resulting from and required by actions under Section 12. The Cooperative may disconnect the Distributed Generation from its system whenever, in the sole opinion of the Cooperative, such action is required by an emergency, maintenance of Cooperative facilities, for reasons of safety or due to interference with service to other Members. The generating facility shall also be subject to the Cooperative's requirements for maintaining voltage standards of output, limitation on harmonic currents, and the production of reactive power.
- 10. Metering and Telemetry** – The Cooperative shall be reimbursed for all costs of interconnection, including direct and indirect expenses related to metering and telemetry costs when needed, incurred by the Cooperative in connecting the Member generation facility 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. Recurring maintenance expenses incurred through the power or transmission supplier will be billed to the Member on an actual cost basis.
- 11. Insurance** – 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 Member's ownership and/or operation of the Distributed Generation facility under this Agreement. The limits of such policy for a generation facility in excess of a rated nameplate of 25 kW AC shall be at least \$2,000,000 per occurrence and the Cooperative shall be a named insured thereon. The limits of such policy for a generation facility less than a rated nameplate of 25 kW AC shall be at least \$1,000,000 per occurrence but the Cooperative need not be a named insured thereon. The Member shall provide a certificate of insurance containing a minimum 30-day notice of cancellation to the Cooperative prior to connection of the Member's facility to the Cooperative system and thereafter from time to time upon the Cooperative's request therefore.
- 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 by giving the Cooperative at least sixty (60) days' written notice;
 - (b) Cooperative may terminate upon failure by Member to generate energy from the Distributed Generation within six (6) months after completion of the interconnection;

- (c) either Party may terminate by giving the other Party at least thirty (30) 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 sixty (60) days notice in the event that there is a material change in an applicable law, or any change in policy, agreement or procedure pertaining to Distributed Generation by the Cooperative's power 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 upon three (3) business days notice in the event Member's service is disconnected for non-payment or is in default of terms or conditions for electric service or this Agreement; in the event that a Member:
 - (i) makes a general assignment or arrangement for the benefit of creditors;
 - (ii) commences an action or proceeding under any bankruptcy, insolvency or similar law for the protection of debtors or creditors, or has commenced against it any such action or proceeding which is not withdrawn or dismissed within thirty (30) days;
 - (iii) is otherwise adjudicated a debtor in bankruptcy or insolvent;
 - (iv) is unable (or admits in writing its inability) generally to pay its debts as they become due;
 - (v) is dissolved or has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, acquisition or merger);
 - (vi) seeks or becomes subject to the appointment of an administrator, assignee, conservator, receiver, trustee or similar official for substantially all of its assets;
 - (vii) 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 thirty (30) days;
 - (viii) causes or is subject to any event that has an effect analogous to any of the events enumerated in clauses (i) through (vii); or
 - (ix) takes any action in furtherance of, or indicates its consent to, approval of, or acquiescence in any of the foregoing acts or events; then, in such event, this Agreement shall terminate automatically without notice and without any other action by either Party.
- (f) Upon notice of termination by either Party in accordance with this Agreement, any facility costs reimbursable by the Member under this Agreement and not

yet reimbursed, shall become immediately due and payable and shall not be deemed released or forgiven in any way by the termination of this Agreement.

- 13. Compliance with Laws, Rules and Regulations** – Member shall be responsible for complying with all federal, state and local laws. In the event Member’s Distributed Generation, interconnection or disposition of electricity generated by the Distributed Generation 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 Cooperative’s policies governing interconnection of Distributed Generation now in existence or as hereinafter amended. The Cooperative reserves the right to amend these policies at any time.
- 14. Severability** – 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.
- 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 requirements contained in the attached Exhibits and 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 Distributed Generation of the Parties 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 for the Distributed Generation only upon the express written consent of the Cooperative and after reasonable written notice to the Cooperative. The assignee will be responsible for the proper operation and maintenance of the Distributed Generation, and must agree in writing to be subject to all provisions of this Agreement and the Policies governing Distributed Generation. 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 thereon, to the Parties at the Addresses listed above or at such other addresses as may be served on the other party in writing from time to time hereafter

19. **Invoicing and Payment** – Invoicing and payment terms for services associated with this Agreement shall be consistent with applicable Cooperative policies.
20. **No PURPA Interconnection** – The parties agree that the Member’s facility is not a qualifying small power production facility or qualifying cogeneration facility as defined in the Public Utility Regulatory Policies Act of 1978 and that nothing herein confers any rights or obligations on either party by application of that Act.
21. **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.
22. **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.
23. **Governing Law** – It is agreed that this Agreement shall be construed and governed in accordance with the laws of the State of Illinois.
24. **Dispute Resolution** – The Parties to this Agreement hereby agree to exercise their respective efforts to resolve in good faith any differences in the interpretation and enforcement of this Agreement. If the dispute has not been resolved within twenty-one (21) days after receipt of the Notice in writing of such dispute by one party to the other, either Party may request assistance from a reputable dispute resolution service for assistance in resolving the dispute. The service will select an appropriate dispute resolution venue, in Bloomington, IL to assist the Parties in resolving their dispute. Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third parties utilized in the attempt to resolve the dispute. The dispute resolution meeting shall occur within forty-five (45) days from the date of the Notice. If neither party elects to seek assistance from a dispute resolution service, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this agreement and the rules and policies of the Cooperative. In the event that the Parties cannot agree on an amicable resolution of differences, the Parties agree that all actions to: (a) enforce, interpret, or construe this Agreement, (b) recover damages for breach thereof, or (c) seek relief of any kind arising from the obligation or rights created pursuant to the terms of this Agreement, shall be filed and prosecuted exclusively within the Eleventh Judicial Circuit, McLean County, State of Illinois. In the event of a dispute, either party shall provide the other Party with a written Notice of Dispute describing in detail the nature of the dispute.
25. **Headings** – The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

- 26. Authority** – Member and CBEC warrant that the individuals signing this Agreement on their behalf have the authority to execute the Agreement on behalf of their respective principal if the Member is a company or other entity other than the individual signing hereunder.

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

CORN BELT ENERGY CORPORATION

MEMBER

BY: _____

SIGN: _____

TITLE: _____

PRINT: _____

DATE: _____

DATE: _____

EXHIBIT A

DESCRIPTION OF FACILITY SCHEDULE AND POINT OF INTERCONNECTION

Facility Schedule No.

Point of Interconnection

(INSERT DESCRIPTION OF PROJECT)

Member will, at Member's own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for its Distributed Generation, unless otherwise specified on Exhibit A.

(INSERT ONE-LINE DRAWING)

SMALL DISTRIBUTED GENERATION INTERCONNECTION STANDARDS

- 1) Metering equipment will register capacity and energy received and / or delivered by the Cooperative during each applicable billing increment.
- 2) "Point of Interconnection"—Generation meter (generator must feed top of meter).
- 3) Manual / lockable disconnect for generation equipment, must be easily accessible to the Cooperative and at the master meter location.
- 4) This document is a pictorial view and does not include details of bonding and other NEC or local code requirements. There may be equivalent methods of accomplishing what is pictured here, but they require written Cooperative approval before they can be connected to the Cooperative system.

DISTRIBUTED GENERATION SCHEDULE NO. 1

Name:

Distributed Generation location:

Delivery voltage:

Metering (voltage, location, losses adjustment due to metering location, and other:

Normal Operation of Interconnection:

One line diagram attached (check one):/ _____ Yes / _____ No

Facilities to be furnished by Cooperative:

Facilities to be furnished by Member:

Cost Responsibility:

Control area interchange point (check one): / _____ Yes / _____ No

Supplemental terms and conditions attached (check one): / _____ Yes / _____ No

Cooperative requirements for DG interconnection attached (check one): / _____ Yes / _____ No

CORN BELT ENERGY CORPORATION

MEMBER

BY: _____

SIGN: _____

TITLE: _____

PRINT: _____

DATE: _____

DATE: _____