

ORDINANCE NO.: 2024-92

FIRST READING October 14, 2024

SECOND READING OCTOBER 28, 2024

INTRODUCED BY: MARK PORTER

THIRD READING NOVEMBER 12, 2024

ORDINANCE APPROVING THE INTERCONNECTION AGREEMENT BETWEEN THE VILLAGE OF SOUTH RUSSELL AND THE ILLUMINATING COMPANY, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the Village has installed generation facilities to provide energy through solar panels and wishes to interconnect those generation facilities with The Illuminating Company's electric system;

WHEREAS, The Illuminating Company has proposed an interconnection agreement ("Agreement"), a copy of which is attached hereto and incorporated herein by reference as **Attachment 1**, describing the terms and conditions for the Village's interconnection and operation of the generation facilities in parallel with The Illuminating Company's electric system; and

WHEREAS, Council desires to approve such Agreement with The Illuminating Company.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Agreement, attached as **Attachment 1**, between The Illuminating Company and the Village of South Russell for the Village's interconnection and operation of its generation facilities in parallel with The Illuminating Company's electrical services as described in the Agreement is hereby approved pursuant to the Agreement's terms and conditions.

SECTION 2. The Mayor is hereby authorized to execute the Agreement on behalf of the Village.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and to secure the required interconnectivity for the operation of the generation facilities; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.



Mayor - President of Council

ATTEST:



Fiscal Officer

I certify that Ordinance No. _____ was duly enacted on the _____ day of _____, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Fiscal Officer

FIRSTENERGY SIMPLIFIED INTERCONNECTION AGREEMENT
For a Level 1 Review Facility

This Interconnection Agreement ("Agreement") is made and entered into this 6th day of September, 2024, by The Illuminating Company, ("Electric Distribution Company", "EDC" or "Company"), and Village of South Russell ("Customer" or "Customer-Generator"), 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, the Parties agree as follows:

WITNESSETH:

WHEREAS, Customer is installing, or has installed, generation equipment, controls, and protective relays and equipment ("Generation Facilities") used to interconnect and operate in parallel with Company's electric system, which Generation Facilities are more fully described in Attachment A, attached hereto and incorporated herein by this Agreement:

Interconnection. The Generation Facilities installed by or for Customer shall comply with the Company's rules and regulations, including Company's Interconnection Tariff and Company's Service Regulations, each as contained in Company's Retail Electric Tariff and as each may be revised from time to time with the approval of the Public Utilities Commission of Ohio ("Commission"); (b) the rules and regulations of the Commission, including the provisions of Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time, each of which are incorporated herein by this reference.

Customer represents and agrees that the Generation Facilities are, or will be prior to operation, certified as complying with:

- (i) The requirements of the Institute of Electrical and Electronics Engineers ("IEEE" Standard 1547-2003, "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference ("IEEE Standard 1547-2003"); or
- (ii) The requirements of the Underwriters Laboratories ("UL") Standard 1741 concerning Inverters, Converters and Controllers for Use in Independent

Power Systems, as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference.

For purposes of this Agreement, the term "certify" (including variations of that term) has the meaning set forth in Chapter 4901:1-22-05(B), Ohio Administrative Code Uniform Electric Interconnection Standards, as the same may be revised from time to time by the Public Utilities Commission of Ohio ("Commission"), which provision is incorporated herein by this reference.

Customer further represents and agrees that:

- (i) The Generation Facilities are, or will be prior to operation, designed and installed to meet all applicable requirements of IEEE Standard 1547-2003, the National Electrical Code and local building codes, all as in effect on the date of this Agreement; and
- (ii) The voltage and frequency settings for the Generation Facilities are fixed or, if field adjustable, are as stated above.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Attachment A, and no relay or other control or protection settings specified in Attachment A shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

Operation: Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with IEEE 1547-2003 "IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems." (IEEE 1547) and the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Upon request from the Company, Customer shall supply copies of periodic test reports or inspection logs.

The Customer-Generator may interconnect and operate the Customer-Generator Facility with the EDC's system once all of the following have occurred:

- a) **Electrical Inspection:** Upon completing construction, the Customer-Generator shall have the Customer-Generator Facility inspected or otherwise certified by

the local electrical wiring inspection authority having jurisdiction, that the facility meets the requirements of the National Electric Code.

- b) **Certificate of Completion:** The Applicant shall provide the EDC with a completed copy of the Certificate of Completion, including evidence of the electrical inspection by the local authority having jurisdiction. The evidence of completion of the electrical inspection may be provided on inspection forms used by local inspecting authorities.
- c) **Inspection:** The EDC has either completed its inspection or waived the right to inspection in this Agreement. After receipt of the Certificate of Completion, the EDC may, upon reasonable notice and at a mutually convenient time, conduct an inspection of the Customer-Generator facility and observe a Witness Test to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with its requirements.
- d) **Metering:** Revenue quality metering equipment shall be installed and tested by the EDC. (Note: The EDC may allow interconnected operations prior to the meter installation.)
- e) **Acceptance:** The EDC's representative has signed and returned the Certificate of Completion or provided notification by electronic mail or other acceptable means that the requirements for interconnection are complete and interconnection of the Customer-Generator facility is accepted for parallel operation.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system.

Exterior AC Disconnect Switch / Isolation Device. Small Generation Facilities shall be capable of being isolated from the EDC by means of a lockable, visible-break isolation device accessible by the EDC. The isolation device shall be installed, owned and maintained by the Customer-Generator and located between the small generation facility

and the point of interconnection. A draw-out type circuit breaker with a provision for padlocking at the draw-out position can be considered an isolation device for purposes of this requirement.

Insurance. Customer agrees to maintain reasonable amounts of insurance sufficient to meet its construction, operating and liability responsibilities associated with the generator installation. Customer agrees to provide Company from time to time with proof of such insurance upon Company's request.

Indemnification: With respect to the Generation Facilities and their interconnection to Company's electric system, ~~Company and Customer, whichever is applicable, (the "Indemnifying Party") to the extent permitted by law shall indemnify and hold the other~~ harmless from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the ~~Indemnifying Party~~, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the ~~Indemnifying~~

Company or Customer

~~Party's facilities,~~ *whichever the case may be.*

*Customer
Company and Customer shall*

Company's or Customer's

Access and Inspection By Company: Customer must provide the Company reasonable opportunity to inspect the Generation Facilities prior to operation and witness the initial testing and commissioning of the Generation Facilities. Company may witness any commissioning tests required by IEEE 1547. Following the initial testing and inspection of the Generation Facilities and upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the Generation Facilities comply with the requirements of this Agreement. The Company's cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system.

Disconnection of Generation Facilities: Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that:
(a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the Generation

Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the generating facilities.

The Customer retains the option to temporarily disconnect from the Company's system at any time. Such temporary disconnection shall not be a termination of this Agreement unless the Customer exercises its termination rights.

Effective Term and Termination Rights: This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time by giving Company at least sixty (60) days' prior written notice; (b) Company may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Company's electric system by the later of two years from the date of execution of this Agreement or any twelve (12) consecutive months after authorization to operate in parallel with the Company's system. Upon termination of this Agreement, Customer's Generation Facilities shall be disconnected from the Company's system. Termination of this Agreement shall not relieve either party of its liabilities and obligations, owed or continuing at the time of the termination.

Notice: Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, sent by Electronic Mail (E-mail), sent by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to EDC:

The contact listed on the EDC website as the primary contact for the EDC listed in the Customer-Generator's facility Information section on Attachment A of this Interconnection Agreement.

If to Customer-Generator:

The contact listed in the Legal Name and Mailing Address of Customer-Generator section on Attachment A of this Interconnection Agreement. The Customer-

Generator is responsible for notifying the EDC of any change in the contact party information.

In the event the original applicant sells or otherwise transfers ownership of the property listed in the Customer-Generator facility's Information section listed on Attachment A of the Interconnection Agreement, the original applicant shall provide the EDC with the appropriate contact information for the new owner of the property. Upon any subsequent transfer of ownership, the then current owner shall provide the EDC with the new owner's information.

Commission Jurisdiction: Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval.

Multiple Counterparts -- This Agreement may be executed in two counterparts, each of which is deemed an original but all constitute one and the same instrument.

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

The Illuminating Company

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Customer-Generator

BY: William H. Koons

NAME: Village of South Russell

TITLE: Account Holder/Village Mayor

DATE: 10-1-2024

**DESCRIPTION OF FACILITY
For a Level 1 Review Interconnection Agreement ¹**

CUSTOMER-GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Name: Village of South Russell

Mailing Address: 1228 Bell Rd

City: Chagrin Falls State: OH Zip Code: 44022

Contact Person (If other than Above): Mark Porter

Mailing Address (If other than Above): Same as above

Telephone (Daytime): 440-338-6700 (Evening): _____

Facsimile Number: _____ E-Mail Address: mporter@southrussell.com

Alternative Contact Information: (if different from Customer-Generator above)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

The Customer-Generator's Facility Information:

Facility Address: 1228 Bell Rd

City: Chagrin Falls State: OH Zip Code: 44022

Account #: 110 024 968 114 Meter #: S310352338

Do you plan to export power? Yes, Regularly - Minimal net monthly export

If Yes, Estimated Maximum: 15.2 kW_{Ac}, Estimated Gross Annual Energy Production: 19114 kWh

One-line Diagram Attached (Required): Yes Site Plan Attached (Required): Yes

Energy Source: Solar (PV) Gross Generator Rating: 15.2 kW_{Ac}

Utility Accessible Disconnect or Lock Box: Disconnect - Next to Meter

¹ Customers proposing to install generation greater than 2,000 kW are required to contact their EDC for the appropriate application procedures.

Electrical Contractor: (if Different from Equipment Installation Contractor)

Name: Same as Equipment Installer

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

The undersigned asserts that the Generation Facilities have been installed in accordance with the Interconnection Application as well as all applicable codes and regulations.

Signed: _____ Date: _____

Printed Name: Village of South Russell Title: Account Holder/Village Mayor

Electrical Inspection¹:

The system has been installed and inspected in compliance with the provisions of the National Electrical Code and other applicable codes and standards as well as the local Building/Electrical Code of: _____

(Appropriate Governmental Authority)

By: See attached Date: _____

Customer-Generator Signature²:

The Customer-Generator Facility is complete and ready for interconnected operation in accordance with all of the provisions of the Interconnection Agreement. The Customer-Generator acknowledges that it shall **not** operate the facility until receipt of Final Acceptance (below), or by notification by electronic mail or other acceptable means by the EDC.

Signed: William G. Roos Date: 10-1-2024

Printed Name: WILLIAM G. ROOS Title: Account Holder

Final Acceptance to Interconnect Small Generator Facility (for Use by EDC Only)

The requirements for interconnection are complete and interconnection of the Customer-Generator Facility is accepted upon signature and return of this Certificate of Completion or by notification by electronic mail or other acceptable means by the EDC.

Electric Distribution Company waives Witness Test? (Initial) Yes (____) No (____)

If no, Successful Witness Test Date: _____ Passed: (Initial) (____)

EDC Signature: _____ Date: _____

Printed Name: _____ Title: _____

¹ Completion of local inspections may be designated on inspection forms used by local inspecting authorities.

² As a condition of interconnected operation, you are required to send/fax/e-mail a completed signed copy of this Certificate of Completion to your EDC at the address in the Terms & Conditions for Interconnection.

CERTIFICATE OF COMPLETION

For a Level 1 Review Interconnection Agreement

Customer-Generator Information

Legal Name and Mailing Address of Customer-Generator (if an Individual, Individual's Name)

Name: Village of South Russell

Mailing Address: 1228 Bell Rd

City: Chagrin Falls State: OH Zip Code: 44022

Contact Person (If other than Above): ~~Mark Porter~~ MAYOR BILL KOONS

Mailing Address (If other than Above): Same as above

Telephone (Daytime): 440-338-6700 (Evening):

Facsimile Number: E-Mail Address: mporter@southrussell.com

The Customer-Generator's Facility Information:

Facility Address: 1228 Bell Rd

City: Chagrin Falls State: OH Zip Code: 44022

Nearest Crossing Street:

Electric Distribution Company ("EDC"): The Illuminating Company

Account #: 110 024 968 114 Meter #: S310352338

Inverter Type: Grid Interactive Energy Source: Solar (PV)

Number of Units: 02 Manufacturer: Tesla

Model Number of Inverter: 1538000-XX-Y Inverter Rating: 15.2 kW_{AC}

(Attach additional sheets as necessary in the event of multiple units of various types/sizes)

Equipment Installation Contractor:

Check if owner-installed:

Name: YellowLite, Inc.

Mailing Address: 1925 St. Clair Ave NE

City: Cleveland State: OH Zip Code: 44114

Contact Person (If other than Above):

Telephone (Daytime): (216) 309-0304 (Evening):

Facsimile Number: E-Mail Address: pm@yellowlite.com

The undersigned asserts that the Generation Facilities have been installed in accordance with of the Interconnection Application as well as all applicable codes and regulations.

Signed: Reynard McPherson Date: 9/6/2024

Printed Name: Reynard McPherson Title: Permitting Assistant