City of Mangum/Mangum Utility Authority Policy Agreement for the Interconnection of a Customer Owned Distributed Generation (DG) System

Customer Name:		
Customer Address:		
Account Number:		
(hereinafter called "Agr Date") by and between named above, (hereina	e Interconnection of a Customer (reement") is entered into as of the Mangum Utility Authority (he fter called "Customer"). MUA and and collectively as "Parties".	 20, (the "Effective and the customer
	mutual covenants and agreement the receipt and sufficiency of wh	· ·

1. DEFINITIONS

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

- 1.1 "Agreement" shall mean this "Policy Agreement for the Interconnection of a Customer Owned Distributed Generation System" together with all Appendices, Schedules and other documents incorporated herein by specific reference as well as the Distributed Generation Permit application and all associated documentation filed by Customer with the MUA.
- 1.2 "Point(s) of Interconnection" shall mean the physical location(s) where MUA service conductors for its MUA System are connected to Customer's service conductors on the MUA line side of the Customer electric meter to allow parallel operation of Customer's DG with MUA System as shown in interconnection application one line diagram, incorporated herein by specific reference.
- 1.3 "Certificate of Completion" shall mean a document signed by an authorized City representative authorizing the Customer's DG to operate in parallel with the MUA electrical distribution system.
- 1.4 "Customer" shall mean a MUA electric service customer, in good standing, who owns, and receives electric service at, the Premise where the DG will be installed and operated.
- 1.5 "Distributed Generation Permit" or "Permit" shall mean the permit issued by the City of Mangum authorizing the installation of a Customer DG. This shall also include all documentation, including technical sheets, one or three line DG diagrams, releases, and all other information required for the City Permit application and review process.
- 1.6 "Distributed Generation (DG)" shall mean the Customer's distributed generation together with all Protective Devices, safety and associated equipment, and improvements necessary or

- related to the production of electric power at Customer's Premises, including, but not limited to the Disconnect, as defined herein.
- 1.7 "Premise" or "Premises" shall mean the Customer Address listed above.
- 1.7 "Protective Devices" shall mean the required protective relaying and/or safety devices or requirements specified by the City or MUA for the purpose of protecting MUA facilities from damage or disruptions caused by a fault, malfunction, or improper operation of the Customer's DG. Protective Devices shall not be construed to include additional relaying, protective or safety devices as may be required by industry and government codes and standards, equipment manufacturer requirements and prudent engineering design and practice to fully protect Customer's DG or facilities; such shall be the sole responsibility of the Customer.
- 1.8 "MUA System" or "MUA" shall mean the municipal electrical distribution system of the Mangum Utility Authority.

2. GENERAL REQUIREMENTS

- 2.1 Customer intends to own, construct, maintain and operate a DG. The MUA intend to allow Customer to interconnect its DG with the MUA electrical distribution system in order that Customer may operate its DG in electrical parallel with the MUA electrical distribution system. Such interconnection and parallel operation shall be undertaken in accordance with the terms and conditions of this Agreement.
- 2.2 All electric service supplied to the MUA by Customer's DG under this Agreement shall be in the form of single or three phase alternating current at nominal 60 Hertz and nominal volts.
- 2.3 The Customer's DG shall be permanently located at the Premises and shall be designed and constructed to supply a portion or all the electrical needs at the Premises.
- 2.4 The DG shall be ready to operate not later than six months from the date of this Agreement, set forth above. A new agreement will be required if this agreement is not completed in six months.
- 2.5 The specifications of the DG shall be as submitted in the Permit. Any deviations from the specifications supplied with the Permit application must be submitted to and approved by the MUA prior to interconnection with the MUA System.
- 2.6 The DG shall meet the criteria for size, efficiency, and ownership as promulgated in 18 CFR, Chapter 1, Part 292, and Subpart B of the Federal Energy Regulatory Commission's Regulations and shall be limited in total power output to 5kW for residential installations and 10kW for commercial systems. This requirement may be reviewed on a case-by-case basis by the Trustees of the MUA during a regularly scheduled meeting. Those requesting to have their case reviewed must notify the City Clerk in writing, requesting to be placed on the agenda at least five (5) business days prior to the meeting.

- 2.7 Under the terms of the MUA wholesale power supply contract, the MUA can allow a maximum cumulative Distributed Generation (DG) capacity of one percent (1%) of the MUA single hour peak load to be installed on its electric distribution system. If the cumulative generating capacity of DG systems reaches the maximum 1% of MUA single hour peak load, the MUA cannot allow any new systems to be interconnected to the distribution system. Therefore, allocation of the DG capacity is on a first come first serve basis, all allocations will be calculated from the date/time of approval of the DG Permit. The allocation is only good for 30 days on an existing structure and 180 days on new construction, if the system is not installed within those time periods, the allocation is given to the next approved DG Permit filed with the MUA, should one be waiting.
- 2.8 Upon formal acceptance and receipt of a Certificate of Completion, the Customer may supply the MUA with excess generation of electricity from Customer's DG. Any such excess supply shall be governed by and subject to adopted rates, policies, and procedures of the MUA which may be amended, revised, modified, or repealed at any time by the MUA, in its sole discretion, without notice to the Customer. No provision of this Agreement is a guarantee that the Customer will receive any compensation, benefit, credit or offset from the MUA for any excess electrical generation supplied to the MUA by Customer.

3. EFFECTIVE DATE AND TERM

This Agreement shall become effective upon the execution of this Agreement by all Parties hereto and shall remain in effect thereafter unless and until:

- (a) this Agreement is terminated by mutual agreement of the Parties, or;
- (b) this Agreement is superseded by another interconnection agreement between the Parties, or;
- (c) the Agreement is terminated by either Party pursuant to a default of this Agreement as specified in Section 12 hereof, or;
- (d) upon thirty (30) day's advance written notice given by either Party, or;
- (e) title ownership of the Premises is transferred or conveyed to a person or entity that is not the named Customer under this Agreement.

4. INTERCONNECTION FACILITIES

Customer is responsible for the installation of all equipment, facilities, and appurtenances that comprise the DG or are necessary to interconnect Customer's DG to the MUA System including, but not limited to, connection, transformation, switching, Protective Devices, metering and safety equipment, including a visibly-open Disconnect. All such equipment, facilities and appurtenances are to be installed by Customer at Customer's sole cost and expense and maintained in good operation and condition and compliant with all federal, state, and local laws, regulations, and ordinances.

5. CUSTOMER'S OBLIGATIONS

5.1 DG INSTALLATION AND DESIGN

- 5.1.1 Customer shall own Customer's DG and shall be fully responsible for, and bear the cost of, designing, installing, operating, testing and maintaining the DG. The DG shall be designed, installed, operated, tested and maintained in safe and non-hazardous condition in accordance with the requirements of federal, state and local laws, including all applicable construction and safety codes, laws, and regulations of governmental agencies having jurisdiction, including the City and MUA. These include but are not limited to the National Electrical Code (NEC), the Occupational Safety and Health Administration (OSHA), the American National Standards Institute (ANSI), Underwriters Laboratories (UL), Institute of Electrical and Electronics Engineers (IEEE) and the International Fire Code (IFC).
- 5.1.2 Customer shall submit to the City of Mangum a completed Distributed Generation Permit application for the DG. The Customer is responsible for providing all information required in the Application. Upon review and approval, the City will issue a permit for the DG. No installation or operation of the DG shall occur without a valid City permit.
- 5.1.3 The DG shall meet the specifications as supplied by the Customer in the Distributed Generation Permit. Any deviations from the specifications must be approved, in writing, by the City prior to installation.
- 5.1.4 Customer shall obtain and maintain all required permits and inspections indicating that the installation and operation of Customer's DG complies with all federal, state and local regulations, including applicable building and safety codes.
- 5.1.5 Control and Protective Devices shall be incorporated into the DG as required by the MUA to protect both the MUA System and the Customer's DG from abnormal operating conditions such as, but not limited to, electrical overloading, abnormal voltages, and fault currents. Such Protective Devices shall promptly disconnect the DG from MUA System in the event of a power outage on the MUA System. Customer shall install, or caused to be installed, and will maintain the following Protective Devices in the DG:
 - (a) A visible open, load break AC or DC disconnect switch ("Disconnect") installed in an approved location so as to provide easy and unrestricted accessibility to City and MUA personnel on a 24-hour basis, and capable of being locked in the visible "open" position by a standard MUA padlock. In the event City or MUA or their authorized agent(s) lock-open the Disconnect, Customer shall not remove or tamper with such lock. The disconnect shall isolate generated power from the MUA electrical distribution system as well as internal Premise wiring;
 - (b) A circuit breaker or contactor on the inverter output;
 - (c) Under-voltage shutdown protection; and
 - (d) Such other safety equipment as required by the City and MUA from time to time during the term of this Agreement and any extensions thereof.

- 5.1.6 The installation area and array of DG on Commercial sites must be approved by the City Codes Management Department and the Fire Code Services Department to determine compliance with tactical Fire and Rescue access.
- 5.1.7 The DG shall have metering facilities, approved by the City and MUA, capable of recording the output of the DG.
- 5.1.8 Customer's DG shall be installed by a licensed electrical contractor qualified to install the Customer's desired DG.
- 5.1.9 After the issuance of a Permit by the City, the Customer, or its successors or assigns, shall not remove, alter, modify or change the approved DG, including without limitation the DG specifications or configuration and the Protective Devices or settings. If Customer desires to make any alterations, modifications, changes to or remove the DG, Customer shall submit plans for such and obtain the City's written approval. No such alteration, modification, change or removal shall be made without the prior written approval of City.

5.2 DG OPERATION

- 5.2.1 Customer shall not commence interconnected operation of its DG with MUA System until the DG installation has been inspected by the City or MUA and a Certificate of Completion has been issued by the City. Customer shall give at least five (5) business days' advance notice to the MUA of all testing of Customer's DG prior to the initial energizing of the DG. The MUA shall have personnel present to witness any testing of the DG and the initial energizing of the DG. Results of the testing shall be supplied to the City in compliance with Section 5.3.1 of this Agreement.
- 5.2.2 If Customer utilizes the MUA System to facilitate initial start-up or energizing of its DG, Customer must ensure that the voltage flicker level will not adversely impact the MUA System.
- 5.2.3 The electrical output of Customer's DG shall not contain harmonic content which exceeds those limits set in the applicable Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL) and FCC Part 15B standards, or which may cause disturbances on or damage to the MUA System, or any other parties' electrical or electronic systems, including, but not limited to, computer, telephone, communication and other sensitive electronic or control systems.
- 5.2.4 The current imbalance for a three phase system, as measured at the Customer's service entrance section, shall not be greater than ten percent (10%) at any time. The power factor of the Customer's facility shall not be less than ninety percent (90%) lagging, but shall not be leading, unless agreed to by MUA.

5.3 DG INITIAL TESTING AND ROUTINE MAINTENANCE

- 5.3.1 At the time of DG installation and prior to interconnection, Customer shall have the shutdown Protective Devices specified in Section 5.1.5 tested and calibrated and shall have functional testing of the relays and associated generator or inverter breaker or contactor performed by a licensed electrical contractor qualified to work on the DG. Customer shall provide the City with five (5) business days' advance notice of such tests and City and MUA personnel or authorized agents shall be permitted to be witness such tests. The Customer shall provide the City or MUA with a copy of calibration and functional test results, signed and dated by the electrical contractor, within five (5) business days of the receipt of the Certificate of Completion.
- 5.3.2 Customer shall ensure that a licensed electrical contractor, qualified to work on the DG, tests and inspects Customer's DG, including all Protective Devices, no less than every two (2) years to verify that the electrical operating condition and characteristics of the DG meet the equipment manufacturer specifications, all applicable federal, state and local codes, industry standards, and requirements of City. Results of periodic testing and inspection shall be signed and dated by the electrical contractor and submitted to the City within ten (10) business days of the anniversary date of this agreement. Customer shall provide the City with five (5) business days' advance notice of such tests and City and MUA personnel or authorized agents shall be permitted to be witness such tests.

5.4 DG INTERCONNECTION TERMINATION

- 5.4.1 Upon termination of this Agreement pursuant to Section 3 hereof, Customer shall be responsible for ensuring that the electrical conductors connecting the DG to the MUA System are immediately disconnected to ensure there is no possibility of interconnected operation in the future without intentional reconnection. MUA shall have the right to inspect the DG to verify that the DG is disconnected from the MUA System.
- 5.4.2 Upon termination of this Agreement, Customer shall immediately and securely lock-open the visible blade Disconnect. In the event Customer fails to do so, the City and MUA or their authorized agents shall have the right to enter the Premise in order to permanently lock-open the Disconnect or disconnect electrical service without liability for injury or damage to Customer or any third party and Customer hereby consents to such entry and disconnection.

6. MUTUAL UNDERSTANDINGS

6.1 The City, MUA, their employees and their agents, shall have the right to enter upon Customer's Premises to inspect the DG and to lock open the Disconnect without any advance notice to Customer when interconnected operation of the DG with MUA System may pose an imminent threat to the operation of the MUA System, endanger life or property of any party, or upon termination of this Agreement. Notwithstanding the foregoing, the City or MUA or their authorized agents shall make a reasonable attempt, under the circumstances, to give Customer advance notice of any such entering on Customer's Premises for actions pertaining

to the DG or the locking open of the Disconnect, but, in any event, the City or MUA or their authorized agents shall give Customer reasonable notice of such action after such action has occurred.

- 6.2 The City, MUA, their employees and their agents, shall have the right to enter Customer's Premises at all reasonable times to:
 - (a) inspect Customer's DG, including Protective Devices,
 - (b) read or test equipment installed by the MUA related to electrical service provided from or to the DG.
 - (c) maintain or repair MUA equipment related to electrical service, whether on or off the Customer's Premises, or
 - (d) lock open the Disconnect if an operating clearance is required by MUA personnel.
- 6.3 City and MUA approvals given pursuant to this Agreement or actions taken hereunder shall not be construed as any warranty or representation to Customer or any third-party regarding the safety, durability, reliability, performance or fitness of Customer's DG, its control or Protective Devices or the design, construction, installation or operation thereof.
- 6.4 MUA will not install and maintain any lines or equipment on Customer's side of the Point of Interconnection, except a meter, research equipment or other equipment as determined by the MUA.
- 6.5 Notwithstanding any provision of this Agreement, the City and MUA may change, modify, add or delete any requirements, charges, classification, service, rule, regulation, or ordinance relating to the City and MUA DG program at any time, in its sole discretion, without any notice to Customer.
- 6.6 City and MUA shall not be liable to Customer for any damages occasioned by fluctuations, interruptions or curtailment of MUA System.

7. NOTICES

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

To MUA:

Mangum Utility Authority Attn: MUA General Manager 201 N. Oklahoma Mangum, OK 73554

To Customer:	
Name:	
Address:	

Either Party may change its address for notice by written notice given to the other Party in the manner hereinabove provided for notices. Any such notice shall be deemed to have been duly given and served on the date received.

8. ENTIRE AGREEMENT

- 8.1 This Agreement and the documents attached hereto or incorporated herein by reference constitute the entire Agreement between the Parties relating to the subject matter hereof, there being no other agreements or understandings, written or oral, other than those contained in this Agreement and the attachments hereto. This Agreement does not modify, change or impact any other agreement between the parties relating to the supply of electric service, or the sale of, or purchase of, electric power. The terms of this Agreement are not intended to, and shall not, relieve the Customer from compliance with any federal, state, or local law or regulation.
- 8.2 Conflicts among the following documents, which are specifically incorporated herein by reference, shall be resolved in accordance with the following priority: first, this Agreement; second, the City and MUA approved Electrical One-Line Diagram(s); third, City and MUA approved Map of DG and Site Plan.
- 8.3 The Parties may amend this Agreement through a written instrument signed by all Parties.

9. NO ASSIGNMENT OF RIGHTS

Customer shall not assign its rights nor delegate its duties under this Agreement or any part of such rights or duties. Any such assignment or delegation shall be null and void. Assignments prohibited by this section shall not include the transfer of rights through business entity acquisition or merger or transfers of rights between related business entities sharing substantially common ownership.

10. GOVERNING LAW

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

11. UNCONTROLLABLE FORCES

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

12. EVENTS OF DEFAULT; REMEDIES

A party shall be in default hereunder in the event of any breach of any covenant or obligation under this Agreement is not be cured within five (5) days of written notice of such breach. In the event a party is in default hereunder, the non-defaulting party may, in addition to pursuing any other right or remedy available at law or in equity, terminate this Agreement upon notice; provided, however, that neither Party shall have the right to terminate this Agreement on the basis of default if the nature of the other Party's default is such that more than five (5) business days are reasonably required for its cure and the defaulting party commences such cure within said five (5) business day period and thereafter diligently prosecutes such cure to completion.

13. SEVERABILITY

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

14. WAIVER

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

15. INDEMNITY REGARDING USE OF PREMISES

Customer agrees to indemnify, hold harmless, and defend City and MUA from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney's fees, if any, which City or MUA may suffer or incur in connection with Customer's use or misuse of the DG, unless such losses, claims, liabilities, and expenses are incurred as a result of the negligence of City and/or MUA, or as a result of the existence of any inherently dangerous condition caused by the City and/or MUA, wherein the City and/or MUA agrees to indemnify, hold harmless, and defend customer from and against all such losses, claims, liabilities, and expenses, including reasonable attorney fees, if any.

SIGNATURES
Customer:
Print Name
ignature
Date
For City and MUA:
Print Name
itle
ignature
Date

City of Mangum/Mangum Utility Authority Policy Agreement for the Interconnection of a Customer Owned Distributed Generation (DG) System



CITY OF MANGUM

Mangum Utility Authority (MUA)

Application for Distributed Generation (DG) Permit

Applicant Name:							
Mailing Address:	P O I	Box or Street		City		State	Zip
Email Address:							
Daytime Phone:			Cell Pho	one:			
Construction Address:	Stron	et		City	State	Zip	
Circle DG type:	Solar	Wind		City		·	_
Comments:							
Circle Type of Constru	ction:						
On Existing Building	Fre	e Standing	Other:				
Comments:							
Electric Contractor Con	npany:						
Contact Name:				Phone:			
Electrician:				Phone:			
Engineer:				Phone:			
Comments:							

Customer Checklist of items to accompany above information when submitting this application.
Signed Mangum Utility Authority Policy Agreement for the Interconnection of a Customer Owned Distributed Generation (DG) System
Specifications of all equipment
Schematic drawing including amperages, voltages, and power factor maximum
Disconnect (transfer) switch information
Drawing of how unit will link with city distribution system
Specifications of protection system for prevention of back feeds
Available Fault Current at point of interconnection
Permit Application Fee \$100. Due at time of application.
City Engineer Plan Review \$ This fee is only charged if the City hires an engineer for the inspection of plans. Due at time of application.
Meter Installation Fee \$250. Due prior to installation.
Inspection Fee \$125. Due prior to inspection.
Applicant Signature
City Official (certifying receipt)



CITY OF MANGUM

Mangum Utility Authority (MUA)

Distributed Generation Permit

(Authorized to Install, But Not To Interconnect Until Final Approval of Completion)

Customer:	
Address:	
DG Address:	
Customer Contact Phone:	Email:
The Customer has provided all required documentation of other requested materials to the City of Mangum. The Cequipment according to MUA policy and notify the City for performed by the City before a Certification of Complete interconnected with the MUA electric distribution system of the Customer to receive a Certificate of Completion in the Completion is awarded. Additional judgements will be removed the complete of the Customer to receive a Certificate of Completion is awarded. Additional judgements will be removed the complete of the Customer to receive a Certificate of Completion is awarded. Additional judgements will be removed the customer and the customer to receive a Certificate of Completion is awarded. Additional judgements will be removed the customer and the custome	customer is hereby permitted to install DG for necessary inspections. A final inspection will etion is issued and the Customer DG system can stem. etion before interconnection will result in a lectric service by MUA until a Certificate of
The Customer is authorized to install DG equipment as d Interconnection of a Customer Owned Distributed Gene interconnection to the MUA electric distribution system.	eration (DG) System. This does not authorize
City of Mangum Building Inspector:	Date
City of Mangum City Manager/Superintendent:	Date
Customer:	Date



Customer:

CITY OF MANGUM

Mangum Utility Authority (MUA)

Date

Distributed Generation (DG) Permit Certification of Completion Authorization to Interconnect with MUA Electric Distribution System

Customer:		
Address:		
DG Address:		
Customer Contact Phone:		
The Customer has provided all required docum	nentation of technical specifications, diagrams, and any um. The Customer has installed DG equipment according	
	en performed by the City as affirmed by signing below. the Customer DG System can now interconnect with the	
Failure of the Customer to continue to abide by Agreement for the Interconnection of a Customer Owned Distributed Generation (DG) System will result in a minimum fine of \$299 per day and disconnection from the MUA electric distribution until a new Certificate of Completion is awarded. Additional judgements may be requested for any damages and endangerment to MUA employees and neighboring customers.		
City of Mangum Building Inspector:	Date	
City of Mangum City Manager/Superintendent:	: Date	