



office memorandum

DATE: August 5, 2025

TO: Darrel Pyle, City Manager
Shannon Stevenson, Assistant City Manager

FROM: Michele Loudenback, Environmental and Sustainability Manager *ML*

SUBJECT: Approval of Interconnection Agreement, K-2526-55, with OEC for Solar Installation at the Household Hazardous Waste Facility

BACKGROUND:

On October 22, 2024, Council authorized application to the Energy Efficiency and Conservation Block Grant (EECBG) Program for the purpose of installing solar panels at the City of Norman's Household Hazardous Waste Facility (HHWF). Because the project's cost was under \$100,000, the City was able to contract directly with EightTwenty, LLC, through the competitively reached Norman Solar Initiative pricing. Council approved Contract K-2425-95 in the amount of \$95,952 on May 13, 2025. The full cost of the solar installation will be reimbursed through the City's EECBG allocation.

DISCUSSION:

To complete the installation and enable system operation, the City must enter into an interconnection agreement with Oklahoma Electric Cooperative (OEC). This agreement is required to connect the HHWF's new 33.25 kW AC photovoltaic system to OEC's electrical distribution grid.

The interconnection agreement established roles and responsibilities for both parties and ensure compliance with OEC's distributed generation requirements. It outlines requirements related to metering, accessible safety disconnects, and system operation but imposes no additional cost to the City.

RECOMMENDATION:

Staff recommends signature of K-2526-55, Interconnection Agreement with OEC to allow the City of Norman's solar installation at the HHWF to be safely connected and placed into operation.

Reviewed by: Anthony Purinton, Assistant City Attorney *AP*
Chris Mattingly, Utilities Director *CM*

8-7-25
Date

[Signature]
Signature

☒ APPROVED
☐ DISAPPROVED

BY: ☒ Darrel Pyle, City Manager
☐ Shannon Stevenson, Assistant City Manager

**DISTRIBUTION COOPERATIVE AGREEMENT
FOR INTERCONNECTION OF DISTRIBUTED GENERATION**

SHORT FORM CONTRACT – 300 kW or less

**And Where the Installed Capacity of the Distributed Generation Resource is NOT Greater
Than 125% of the Member's Peak Load**

This Interconnection Agreement ("Agreement") is made and entered into this 7 day of August, 2025 by Oklahoma Electric Cooperative, ("Cooperative"), a corporation organized under the laws of Oklahoma, and Norman Utilities Authority ("DG Owner/Operator"), 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:

The provisions of the Cooperative's Distributed Generation Manual, attached hereto as "**Exhibit A**", shall be considered to be a part of this contract.

This agreement provides for the safe and orderly operation of the electrical facilities interconnecting the DG Owner/Operator's facility at 3803 Chautauqua Ave, Norman, OK and the electrical distribution facility owned by the Cooperative.

This Agreement does not supersede any requirements of any applicable tariffs in place between the DG Owner/Operator and the Cooperative.

1. **Intent of Parties:** It is the intent of the DG Owner/Operator to interconnect an electric power generator to the Cooperative's electrical distribution system.

It is the intent of the Cooperative to operate the distribution system to maintain a high level of service to their customers and to maintain a high level of power quality.

It is the intent of both parties to operate the facilities in a way that ensures the safety of the public and their employees.

3. **Operating authority:** The DG Owner/Operator is responsible for establishing operating procedures and standards within their organization. The operating authority for the DG Owner/Operator shall ensure that the Operator in Charge of the generator is competent in the operation of the electrical generation system and is aware of the provisions of any operating agreements and regulations relating to the safe operation of electrical power systems.

The operating authority for the DG Owner/Operator is:

Name or title of operating authority Norman Utilities Authority
Address 3803 Chautauqua Ave, Norman, OK
Phone number 405.292.9731

4. **Operator in Charge:** The operator in charge is the person identified by name or job title responsible for the real time operation of all electrical facilities related to the interconnection and owned by their organization.

The operator in charge for the DG Owner/Operator is:

Name or title of operating authority Chris Mattingly
Address 3803 Chautauqua Ave, Norman, OK
Phone number 405.292.9731

5. Limitation of Liability and Indemnification:

- a. Notwithstanding any other provision in this Agreement, with respect to the Cooperative's provision of electric service to DG Owner/Operator and the services provided by the Cooperative pursuant to this Agreement, Cooperative's liability to DG Owner/Operator shall be limited as set forth in the Cooperative's tariffs and terms and conditions for electric service, attached hereto as "**Exhibit B**", which are incorporated herein by reference.
- b. Neither Cooperative nor DG Owner/Operator shall be liable to the other for damages for any act or omission that is beyond such party's control, including, but not limited to, any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, explosion, breakage or accident to any part of the System or to any other machinery or equipment, a curtailment, law, order, or regulation or restriction by governmental, military, or lawfully established civilian authorities.
- c. Notwithstanding Paragraph 5.b of this Agreement, the DG Owner/Operator shall assume all liability for, and shall indemnify Cooperative for, any claims, losses, costs, and expenses of any kind or character to the extent that they result from DG Owner/Operator's negligence or other wrongful conduct in connection with the design, construction or operation of the Facilities or Interconnection Facilities. Such indemnity shall include, but is not limited to, financial responsibility for (a) monetary losses; (b) reasonable costs and expenses of defending an action or claim; (c) damages related to death or injury; (d) damages to property; and (e) damages for the disruption of business. This paragraph does not create a liability on the part of the DG Owner/Operator to the Cooperative or a third person, but requires indemnification where such liability exists.
- d. Cooperative and DG Owner/Operator shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the Point of Interconnection. The Cooperative, while retaining the right to inspect, does not assume any duty of inspecting the DG Owner/Operator's lines, wires, switches, or other equipment or property and will not be responsible therefore. DG Owner/Operator assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.
- e. For the mutual protection of the DG Owner/Operator and the Cooperative, only with Cooperative prior written authorization are the connections between the Cooperative's service wires and the DG Owner/Operator's service entrance conductors to be energized.

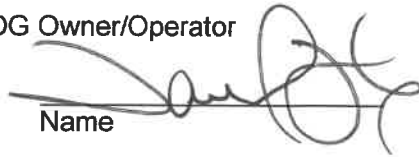
6. Metering: Metering shall be accomplished as described in the Cooperative's DG Manual.

7. **Insurance:** Insurance shall be required as described in the Cooperative's DG Manual, unless DG Owner/Operator elects, at its sole discretion, to self-insure.
8. **Suspension of Interconnection:** It is intended that the interconnection should not compromise the Cooperative's protection or operational requirements. The operation of the DG Owner/Operator's System and the quality of electric energy supplied by the DG Owner/Operator shall meet the standards as specified by the Cooperative. If the operation of the DG Owner/Operator's system or quality of electric energy supplied (in the case of power export) does not meet the standards as specified, then (the Cooperative) will notify the DG Owner/Operator to take reasonable and expedient corrective action. The Cooperative shall have the right to disconnect the DG Owner/Operator's System, until compliance is reasonably demonstrated. Notwithstanding, the Cooperative may in its sole discretion disconnect the DG Owner/Operator's generating plant from the Distribution Facility without notice if the operating of the Generating Plant may be or may become dangerous to life and property.
9. **Compliance with Laws, Rules and Tariffs:** Both the Cooperative and the DG Owner/Operator shall be responsible for complying with all applicable laws, rules and regulations, including but not limited to the laws of the state of Oklahoma, and the Cooperative's DG Manual, Tariffs, Rules and Regulations, By-Laws and other governing documents. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariff schedules and rules of the Cooperative as applicable to the electric service provided by the Cooperative, which tariffs and rules are hereby incorporated into this Agreement by this reference. The Cooperative shall have the right to publish changes in rates, classification, service or rule, with the proper notification to all DG owners/operators and Cooperative members.
10. **Maintenance Outages:** Maintenance outages will occasionally be required on the Cooperative's system, and the Cooperative will provide as much notice and planning as possible to minimize downtime. It is noted that in some emergency cases such notice may not be possible. Compensation will not be made for unavailability of Cooperative's facilities due to outages.
11. **Access:** Access is required by the Cooperative to the DG Owner/Operator's plant site for maintenance, operating and meter reading. The Cooperative reserves the right, but not the obligation, to inspect the DG Owner/Operator's facilities.
12. **Force Majeure:** For the purposes of this Agreement, a Force Majeure event is any event: (a) that is beyond the reasonable control of the affected party; and (b) that the affected party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, public disorder, rebellion or insurrection; floods, hurricanes, 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.

13. **Term:** This document shall be valid for a period of not less than one (1) year. After a period of one (1) year, it shall automatically renew for an additional four (4) one-year periods. This agreement may be canceled by either party with thirty (30) days written notice to the other party.

AGREED TO BY

DG Owner/Operator



Name

City Manager

Title

8-7-25

Date

Cooperative

Teddy Whitehead

Name

Field Technician

Title

9/2/2025

Date

APPLICATION FOR DG SYSTEMS 300 kW OR LESS

OWNER/APPLICANT INFORMATION

Company: Norman Utilities Authority
Mailing Address: 3803 Chautauqua Ave.
City: Norman County: Cleveland State: OK Zip Code: 73072
Phone Number: 405.292.9731 Account Number: 4107303001

DG MANUFACTURER INFORMATION

Company: Solar Panels- Silfab Solar, Inverters- Enphase Energy
Mailing Address: 47281 Bayside Pkwy
City: Freemont County: Alameda State: CA Zip Code: 94538
Phone Number: 833-963-3820 Representative: Ethan Moskowitz
Type of Generator (circle one): Wind Solar Other Estimated Size: 33.250 (kW)

ELECTRICAL CONTRACTOR

Company: EightTwenty Phone Number: 502.208.6243
Representative: Ricky Payne Oklahoma License #: 109981

GENERAL DESCRIPTION OF PROPOSED INSTALLATION

Installation of a 33.250 kW AC solar array on the roof.

The customer agrees to provide the Cooperative with any additional information required to complete the interconnection. The customer shall operate his equipment within the guidelines set forth by the Cooperative


Applicant

8-7-25
Date

Please fill out the entire form. Please email the completed form to solar@okcoop.org.