

City of Edmond

Agreement for the Interconnection of a Customer Owned Distributed Generation System

Customer Name: _____
Customer Address: _____
Account Number: _____

This **Agreement for the Interconnection of a Customer Owned Distributed Generation System** (hereinafter called "Agreement") is entered into as of _____, 20____, (the "Effective Date") by and between the City of Edmond (hereinafter called, "City") and the customer named above, (hereinafter called "Customer"). City and Customer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

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

- 1.1 "Agreement" shall mean this "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 City.
- 1.2 "Certificate of Completion" shall mean a document signed by an authorized City representative authorizing the Customer's QGF to operate in parallel with the Edmond Electric electrical distribution system.
- 1.3 "Customer" shall mean an Edmond Electric customer, in good standing, who owns and receives electric service at the Premise where the Qualified Generating Facility will be installed and operated.
- 1.4 "Distributed Generation Permit" or "Permit" shall mean the permit issued by the City's Building and Fire Code Services Department authorizing the installation of a Customer QGF. This shall also include all documentation, including technical sheets, one or three line QGF diagrams, releases, and all other information required for the City's Permit application and review process.
- 1.5 "Point(s) of Interconnection" shall mean the physical location(s) where City's service conductors for its City System are connected to Customer's service conductors on the City's line side of the Customer's revenue meter to allow parallel operation of Customer's Qualified Generating Facility (QGF) with City's System as shown in interconnection application one line diagram, incorporated herein by specific reference.

1.6 "Qualified Generating Facility" or "QGF" 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 for the purpose of protecting City facilities from damage or disruptions caused by a fault, malfunction or improper operation of the Customer's QGF. 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 QGF or facilities; such shall be the sole responsibility of the Customer.

1.8 "City System" shall mean the Edmond Electric municipal electrical distribution system.

2. GENERAL REQUIREMENTS

2.1 Customer intends to own, construct, maintain and operate a QGF. The City intends to allow Customer to interconnect its QGF with the Edmond Electric electrical distribution system in order that Customer may operate its QGF in electrical parallel with the Edmond Electric 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 City by Customer's QGF 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 QGF shall be permanently located at the Premises and shall be designed and constructed to supply a portion or all of the electrical needs at the Premises.

2.4 The QGF shall be ready to operate not later than six months from the date of this Agreement, set forth above.

2.5 The specifications of the QGF 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 City prior to interconnection with the City System.

2.6 The QGF 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 10kW for residential installations and 50 kW for commercial systems.

2.7 Upon formal acceptance and receipt of a Certificate of Completion, the Customer may supply the City with excess generation of electricity from Customer's QGF. Any such excess supply shall be governed by and subject to adopted rates, policies and procedures of the City which may be amended, revised, modified or repealed at any time by the City, 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 City for any excess electrical generation supplied to the City 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 QGF or are necessary to interconnect Customer's QGF to the City 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 QGF INSTALLATION AND DESIGN

- 5.1.1 Customer shall own Customer's QGF and shall be fully responsible for, and bear the cost of, designing, installing, operating, testing and maintaining the QGF. The QGF 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 of Edmond. 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 City's Building and Fire Code Services Department a completed Distributed Generation Permit application for the QGF. The Customer is responsible for providing all information required in the Application. Upon review and approval, the City will issue a permit for the QGF. No installation or operation of the QGF shall occur without a valid City permit.

- 5.1.3 The QGF 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 QGF 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 QGF as required by the City to protect both the City System and the Customer's QGF from abnormal operating conditions such as, but not limited to, electrical overloading, abnormal voltages, and fault currents. Such Protective Devices shall promptly disconnect the QGF from City System in the event of a power outage on the City System. Customer shall install, or caused to be installed, and will maintain the following Protective Devices in the QGF:
- (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 personnel on a 24-hour basis, and capable of being locked in the visible "open" position by a standard City padlock. (In the event City or its authorized agent(s) lock-open the Disconnect, Customer shall not remove or tamper with such lock). The disconnect shall isolate generated power from the Edmond Electric 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 from time to time during the term of this Agreement and any extensions thereof.
- 5.1.6 The QGF shall have metering facilities, approved by the City, capable of recording the output of the QGF.
- 5.1.7 Customer's QGF shall be installed by a licensed electrical contractor qualified to install the Customer's desired QGF.
- 5.1.8 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 QGF, including without limitation the QGF specifications or configuration and the Protective Devices or settings. If Customer desires to make any alterations, modifications, changes to or remove the QGF, 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 QGF OPERATION

- 5.2.1 Customer shall not commence interconnected operation of its QGF with City System until the QGF installation has been inspected by the City and a Certificate of Completion has been issued by the City. Customer shall give at least five (5)

business days' advance notice to City of all testing of Customer's QGF prior to the initial energizing of the QGF. The City shall have personnel present to witness any testing of the QGF and the initial energizing of the QGF. 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 City System to facilitate initial start-up or energizing of its QGF, Customer must ensure that the voltage flicker level will not adversely impact the City System.
- 5.2.3 The electrical output of Customer's QGF 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 City's 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 City.

5.3 QGF INITIAL TESTING AND ROUTINE MAINTENANCE

- 5.3.1 At the time of QGF 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 QGF. Customer shall provide the City with five (5) business days' advance notice of such tests and City personnel or authorized agents shall be permitted to be witness such tests. The Customer shall provide the City 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 QGF, tests and inspects Customer's QGF, including all Protective Devices, no less than every two (2) years to verify that the electrical operating condition and characteristics of the QGF 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 personnel or authorized agents shall be permitted to be witness such tests.

5.4 QGF 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 QGF to the City System are immediately disconnected to ensure there is no possibility of interconnected operation in the future without intentional reconnection. City shall have the right to inspect the QGF to verify that the QGF is disconnected from the City 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 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, its employees and agents, shall have the right to enter upon Customer's Premises to inspect the QGF and to lock open the Disconnect without any advance notice to Customer when interconnected operation of the QGF with City System may pose an imminent threat to the operation of the City's System, endanger life or property of any party, or upon termination of this Agreement. Notwithstanding the foregoing, the City 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 QGF or the locking open of the Disconnect, but, in any event, City shall give Customer reasonable notice of such action after such action has occurred.

6.2 The City, its employees and agents, shall have the right to enter Customer's Premises at all reasonable times to:

- (a) inspect Customer's QGF, including Protective Devices,
- (b) read or test equipment installed by the City related to electrical service provided from or to the QGF,
- (c) maintain or repair City 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 City personnel.

6.3 City 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 QGF, its control or Protective Devices or the design, construction, installation or operation thereof.

6.4 City 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 City.

6.5 Notwithstanding any provision of this Agreement, the City may change, modify, add or delete any requirements, charges, classification, service, rule, regulation, or ordinance

relating to the City's QGF program at any time, in its sole discretion, without any notice to Customer.

6.6 City shall not be liable to Customer for any damages occasioned by fluctuations, interruptions or curtailment of City's 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 or Customer, as the case may be, at the address of that Party set forth below as follows:

To City:

Edmond Electric
Attn: Director of Electric
2400 Old Timbers Drive
Edmond, Oklahoma 73034

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-approved Electrical One-Line Diagram(s); third, City-approved Map of QGF 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.

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.

SIGNATURES

Customer:

Print Name

Signature

Date

For City:

Print Name

Title

Signature

Date