

Agenda Mangum Utility Authority Meeting January 05, 2021

6:00 PM, or immediately following City Commission Meeting Mangum Welcome Center, 119 E Jefferson

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact City Hall at 580-782-2250 no less than 48 hours prior to the meeting in order to request such assistance.

The Trustees of the Mangum Utility Authority will meet in regular on Tuesday, January 5,2021, immediately following the City of Mangum Commission meeting, approximately 6:30 pm. This session will be held publicly in two separate locations via live videoconferencing. Chairman Scott and Trustee Gay will be at the City Hall Annex 131 N Oklahoma Ave. while Trustee Webb, Trustee Reese and Trustee Bowman will be at the Welcome Center 119 E Jefferson. Both locations will be open to the public and the session will be broadcast live on YouTube (Search YouTube for "City of Mangum"). In an effort to follow the Mayors Executive Order that prohibits gatherings of 10 or more people on City owned and operated property, we may ask that visitors move to a location that is not full, or to watch the proceedings live on YouTube. Masks are required to be worn by all those in attendance.

CALL TO ORDER

ROLL CALL AND DECLARATION OF QUORUM

CONSENT AGENDA

The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member (or a community member through a Board member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Board members should so note before adoption of the Consent Agenda.

- 1. Approve the minutes from the regular session on December 1, 2020.
- 2. Approve December 2020 Claims.
- 3. Approve January 2021 estimated payroll.

FURTHER DISCUSSION

REMARKS

Remarks or inquiries by the audience not pertaining to any item on the agenda.

ORDINANCES & RESOLUTIONS

4. Discussion of the resolution options for changing the Electric Utility Rate Structure, adding Distributed Generation categories and setting rates for services

Option 1:

Residential Electric (Distributed Generation)

Customer Charge	\$35.00
Energy Charge per kWh	\$0.11
Minimum Charge	\$36.50
Return Credit	\$0.00

Commercial Electric (Distributed Generation)

Single Phase Customer Charge	\$40.00
Three Phase Customer Charge	\$45.00
Energy Charge per kWh	\$0.11
Minimum Charge	\$46.50

Option 2:

Residential Electric (Distributed Generation)

Customer Charge	\$40.00
Energy Charge per kWh	\$0.09
Minimum Charge	\$41.50
Return Credit	\$0.00

Commercial Electric (Distributed Generation)

Single Phase Customer Charge	\$45.00
Three Phase Customer Charge	\$50.00
Energy Charge per kWh	\$0.09
Minimum Charge	\$51.50
Return Credit	\$0.00

Option 3:

Residential Electric (Distributed Generation)

Customer Charge	\$40.00
Energy Charge per kWh	\$0.11
Minimum Charge	\$41.50
Return Credit	\$0.035

Commercial Electric (Distributed Generation)

Single Phase Customer Charge	\$45.00
Three Phase Customer Charge	\$50.00
Energy Charge per kWh	\$0.11
Minimum Charge	\$51.50
Return Credit	\$0.035

5. Motion to approve Resolution No. 2021-25, option no. ____, as discussed in item

OTHER ITEMS

- 6. Discussion and possible action to approve Engineering Services Contract between Glenn Sullivan Associates (GSA) and the Mangum Utility Authority. Contract is for GSA to provide engineering plans, manuals, and consultation services to assist the MUA with the four (4) DEQ Consent Order requirements. Total cost for Services is \$14,000; to be allocated by budget amendment from Fund 02 (MUA Operating Fund) EOY FY2020 fund balance.
- <u>7.</u> Discussion and possible action to approve the Amendment to the Power Supply Contract with the Oklahoma Municipal Power Authority, authorizing the Mangum Utility Authority to execute Distributed Generation Agreements with utility customers.
- 8. Discussion and possible action to approve Resolution No 2021-22; A Resolution adopting guidelines for the Distributed Generation "Behind the Meter" Policy for the Mangum Utility Authority and the City Of Mangum
- 9. Discussion and Possible action to approve the City of Mangum Distributed Generation interconnect agreement, along with associated forms. The Distributed Generation interconnect agreement allows MUA Utility customers the option of placing a grid tied solar,

wind or other applicable means of self-generation on their residence or business. This Agreement sets the following: standards for interconnect, fines for failure to comply, the maximum allowable generation for residential and commercial/industrial entities, and the permit fees and inspection requirements. This agreement does not effect the Utility Rate Structure.

STAFF AND BOARD REMARKS

Remarks or inquiries by the governing body members, City Manager, City Attorney or City Employees

NEW BUSINESS

Discussion and possible action on any new business which has arisen since the posting of the Agenda that could not have been reasonably foreseen prior to the time of the posting (25 O.S. 311-10)

ADJOURN

Duly filed and posted at 3:00 p.m. on December 31, 2020, by City Clerk.			
Billie Chilson, City Clerk			



Mangum Utility Authority Regular Meeting

December 01, 2020 at 6:30 PM, or immediately following City Commission

Mangum Welcome Center, 119 E Jefferson

Record of Minutes

The Trustees of the Mangum Utility Authority will meet in Regular session on Tuesday, December 1, 2020, immediately after the City Commission meeting approximately 6:30 pm. This session will be held publicly in two separate locations via live videoconferencing. Chairman Scott and Trustee Gay will be at the City Hall Annex 131 N Oklahoma Ave. while Trustee Webb, Trustee Reese and Trustee Bowman will be at the Welcome Center 119 E Jefferson. Both locations will be open to the public and the session will be broadcast live on YouTube (Search YouTube for "City of Mangum"). In an effort to follow the Mayors Executive Order that prohibits gatherings of 10 or more people on City owned and operated property, we may ask that visitors move to a location that is not full, or to watch the proceedings live on YouTube. Masks are required to be worn by all those in attendance.

CALL TO ORDER

Chairman Scott called the meeting to order at 7:27 pm

ROLL CALL AND DECLARATION OF QUORUM

PRESENT Trustee Travis Reese Trustee Ronnie Webb Chairman Mary Jane Scott Trustee Ron Gay

ABSENT Trustee Shelly Bowman

ALSO PRESENT BY VIDEOCONFRENCE Dave Andren, General Manager Billie Chilson, City Clerk

CONSENT AGENDA

The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member (or a community member through a Board member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Board members should so note before adoption of the Consent Agenda.

Approve items 1, 2, 3 of the consent agenda as presented

Motion made by Trustee Gay, Seconded by Trustee Webb. Voting Yea: Trustee Reese, Trustee Webb, Chairman Scott, Trustee Gay

1. Approve minutes of November 4, 2020 special meeting.

- 2. Approve Claims for November 2020.
- 3. Approve estimated payroll for December 2020.

FURTHER DISCUSSION

REMARKS

Remarks or inquiries by the audience not pertaining to any item on the agenda.

None.

OLD BUSINESS

OTHER ITEMS

4. Report from the General Manager on the DEQ Consent Order received on November 19th, 2020.

Dave Andren, General Manager explained the DEQ Consent Order received. He explained that we have contracts with property owners by the lagoons that agreed to take water from the lagoons. One of the property owners were over watering which causes the water to run on to other property. We have stopped them from using water when the soil is saturated. We also were sited for failure to maintain at least three (3) feet of freeboard, failure to provide Dakota Street pump station with operable backup generators and/or portable engine driven pumps, and alarm and failure to regularly test the Hospital pump station generator.

Dave said he has contacted the engineers to start working on these items.

EXECUTIVE SESSION

OPEN SESSION

STAFF AND BOARD REMARKS

Remarks or inquiries by the governing body members, City Manager, City Attorney or City Employees.

None.

NEW BUSINESS

Discussion and possible action on any new business which has arisen since the posting of the Agenda that could not have been reasonably foreseen prior to the time of the posting (25 O.S. 311-10)

None.

ADJOURN

Adjourn at 7:42 pm.

Motion made by Trustee Gay, Seconded by Trustee Reese. Voting Yea: Trustee Reese, Trustee Webb, Chairman Scott, Trustee Gay

Item	1.

Mary Jane Scott, Mayor Billie Chilson, City Clerk

RESOL	UTION	No.
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A RESOLUTION TO ADD A DISTRIBUTED GENERATION CATEGORY TO THE ELECTRIC SERVICE FEE SCHEDULE; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE TRUSTEES OF THE MANGUM UTILITY AUTHORITY OF THE CITY OF MANGUM, OKLAHOMA:

WHEREAS, the Trustees of the Mangum Utility Authority find it necessary for the betterment and well-being of the citizens of the City of Mangum to add a Distributed Generation Categories to Electric Service and related Fee Schedule to ensure that costs are not transferred from one class of customer to another class of customer and that the city has adequate resources necessary to continue to operate and maintain the electrical infrastructure;

NOW, THEREFORE, the following categories and schedule of fees shall be added to the current Electric Service Fee Schedule:

Residential Electric (Distributed Ge	neration)		
Customer Charge	\$35.00		
Energy Charge per kWh Minimum Charge	\$00.11 \$36.50		
Net Metering Return Credit	\$0.00		
Commercial Electric (Distributed Generation)			
Single Phase Customer Charge	\$40.00		
Three Phase Customer Charge	\$45.00		
Energy Charge per kWh	\$00.11		
Minimum Charge	\$46.50		
	Ψ 10.50		

NOW, THEREFORE, BE IT RESOLVED, by the Trustees of the Mangum Utility Authority that this Resolution be in full force and effect from and after its passage, approval and publication as required by law.

WHEREAS, it being immediately necessary for the preservation of the peace, health and safety of the City of Mangum, Oklahoma, and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this Resolution shall take effect and be in full force from and after its passage as provided by law.

Item 4.

ADOPTED BY THE TRUSTEES OF THE MANGUM UTILITY AUTHORITY, CITY OF MANGUM, OKLAHOMA, THIS 5^{th} DAY OF JANUARY, 2021.

(SEAL)	Mary Jane Scott, Chairma
ATTEST:	

RESOL	UTION I	No.
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Minimum Charge	\$51.50
Net Metering Return Credit	\$0.00

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(SEAL)	Mary Jane Scott, Chairmai
ATTEST:	

Item 6.



Glenn Sullivan & Associates, Inc.

P.O. Box 720368, Norman, OK 73070, (405) 321-7232 Professional Engineers/Consultants

ENGINEERING SERVICES AGREEMENT

Glenn Sullivan & Associates, Inc. proposes to provide Engineering Services to **the Mangum Utility Authority** to Limit and Prevent Bypasses from their Existing Sanitary Sewer Lift Stations and Irrigation System.

SECTION I – Scope of Services

Engineering Services will include the following:

- 1. Prepare Emergency Operation, Shutdown, and Response Procedures for the Dakota Street and Main Lift Stations for submittal to ODEQ no later than February 1, 2021.
- 2. Prepare Plans for Upgrades Required for Emergency Operation (i.e. Quick Connect for Bypass Pumping, etc.)
- 3. Assist the Owner with Adding an Alarm to the Dakota Street Lift Station.
 - 3.1. Prepare Plans and Contract Documents
 - 3.2. Prepare Advertisement and Provide Bid Documents to Potential Bidders. (Owner to pay for publishing in newspaper).
 - 3.3. Attend Prebid Conference and Prepare Addendum if Necessary.
 - 3.4. Tabulate Bids and Make Recommendation to the Owner on Awarding a Contract.
 - 3.5. Review Pay Estimates and Change Orders from the Contractor and Make Recommendation to the Owner.
 - 3.6. Provide Periodic Inspection and Provide Project Record Drawings (as-builts).
- 4. Prepare Operation & Maintenance Manual for the Land Application System in accordance with OAC 252:656-3-10 for submittal to ODEQ no later than February 1, 2021.

SECTION II – Warranty, Exclusive Remedy and Disclaimer

- 1. Warranty. GSA will perform the services in a professional manner conforming to generally accepted industry standards. Customer must report any deficiencies in the services to GSA in writing within 365 days of final acceptance by the City in order to receive warranty remedies.
- 2. Exclusive Remedy. For any breach of the warranty set forth in Section III(1), Customer's sole remedy, and GSA's entire liability, shall be the re-performance of the services. If GSA is unable to re-perform the services as warranted, Customer shall be entitled to recover the fees paid to GSA for the deficient services.

Item 6.

3. Disclaimer. Other than the warranty set forth in Section III(1), GSA makes no other warranties or representations, express or implied, by operation of law or otherwise, with respect to any services supplied under this Agreement. GSA expressly disclaims any warranty of merchantability, fitness for a particular purpose or non-infringement.

SECTION III – Limitation of Liability

- 1. Limitation. GSA's liability for damages hereunder for performance or non-performance by GSA or in any way related to this Agreement, shall in no event exceed the amount of fees paid by Customer under the applicable Scope of Services.
- 2. No Consequential Damages. Neither party will be liable to the other party for any indirect, special, incidental, or consequential damages (including lost profits) sustained or incurred in connection with this Agreement, and whether or not such damages are foreseeable.
- 3. The provisions of this Section IV allocate the risks under this Agreement between GSA and Customer. GSA's pricing reflects this allocation of risk and the limitation of liability specified herein.

SECTION IV – Pricing

GSA proposes to provide engineering services listed for the following fees:

1.	Item 1	\$3,000.00
2.	Item 2	\$2,000.00
3.	Item 3	\$5,000.00
4.	Item 4	\$4,000.00

	Mangum Utility Authority	Glenn Sullivan & Associates, Inc.
By:	(Signature)	By: (Signature)
Name:	,	Name: Kenneth C. Sullivan (Print or Type)
Title:	(Print or Type)	Title: Vice President (Print or Type)
Date:		Date: December 28, 2020

OKLAHOMA MUNICIPAL POWER AUTHORITY

AMENDMENT TO POWER SALES CONTRACT

This amendment entered into as of the <u>5th</u> day of <u>January</u>, <u>2021</u> (the "Amendment") to the Power Sales Contract, entered into as of the <u>29th</u> day of <u>November</u>, <u>2012</u> (the "Power Sales Contract") each between OKLAHOMA MUNICIPAL POWER AUTHORITY (the "Authority") and the MANGUM UTILITY AUTHORITY (the "Public Trust").

WITNESSETH

WHEREAS, under the Power Sales Contract, the Authority agrees to sell and deliver to the Public Trust, and the Public Trust agrees to purchase and receive from the Authority, all electric power and energy which the Public Trust shall require for the operation of the Electric System, in certain cases over and above power and energy purchased from the SPA; and

WHEREAS, the Authority has been requested by certain of its Participating Trusts to permit such Participating Trusts to implement a Behind the Meter Generation Program, sometimes referred to as Distributed Generation, and hereinafter referred to as BTM Generation, which would affect the aforementioned all requirements provisions, and the Authority wishes to permit Participating Trusts, including the Public Trust, to do so;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. Definitions.

All terms used and not defined herein, including the preambles and attachments hereto, shall have the respective meanings given to them in the Power Sales Contract.

SECTION 2. Amendment to Power Sales Contract.

The Power Sales Contract is hereby amended by adding the following Section thereto:

"SECTION 4A. BTM Generation Program.

Notwithstanding the other provisions of this Contract, including specifically but not limited to Section 4, the Public Trust may implement a BTM Generation Program subject to the BTM Generation Program Parameters.

"BTM Generation Program" means a program offered by the Public Trust for its customers that install renewable energy systems to generate their own electricity that can be used to offset a portion of the electric energy provided by the Public Trust, with any excess energy generated by the customer being delivered to the Public Trust.

"BTM Generation Program Parameters" means the BTM Generation Program Parameters attached hereto."

SECTION 3. Amendment of this Amendment.

Except as provided for expressly herein, neither this Amendment nor any terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing executed by each party to this Amendment.

SECTION 4. <u>Effectiveness</u>; Opinion as to Validity.

Notwithstanding any other provision of this Amendment, this Amendment shall not become effective unless this Amendment shall have been authorized by the governing body of the Public Trust and by the governing body of the city that is the beneficiary of the Public Trust, and upon the execution and delivery of this Amendment the Public Trust shall furnish the Authority with certified copies of such approvals.

SECTION 5. Governing Law.

This Amendment shall be governed by and construed in accordance with the laws of the State of Oklahoma.

SECTION 6. Headings.

The headings in this Amendment are for reference only and shall not limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper officers, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

Attest: By______ Secretary (SEAL) MANGUM UTILITY AUTHORITY Attest: By______ (SEAL)

OKLAHOMA MUNICIPAL POWER AUTHORITY

BTM Generation Program Parameters

- (1) The Public Trust shall be solely responsible for determining whether to institute a BTM Generation Program, which shall be subject to these parameters. The Public Trust also shall be solely responsible for implementing the BTM Generation Program and for any and all costs and liabilities in connection therewith. The Authority makes no representation or recommendation with respect to the BTM Generation Program and will make none with respect to any particular Eligible Facility.
- (2) The BTM Generation Program shall be limited to Eligible Facilities. "Eligible Facilities" means (a) wind, solar, biomass or hydro electric energy generating facilities, (b) that are operated solely by an Eligible Customer, (c) that are located solely on the premises of the Eligible Customer, and (d) that are used solely to offset all or part of the customer's electric energy requirements. The Public Trust shall not wheel electric energy produced by Eligible Facilities. BTM Generation shall be discontinued for customers no longer operating the facility.
- (3) "Eligible Customers" means retail customers (whether residential, commercial or industrial) of the Public Trust that operate an Eligible Facility.
- (4) The Public Trust shall limit the nameplate capacity of Eligible Facilities for all of its customers in the aggregate, as follows:
 - (a) Aggregate nameplate capacity (kW) shall be limited to the greater of (i) 1% of the average of the Public Trust's peak demand (kW) for the preceding three full calendar years, as determined, and provided to the Public Trust upon request, by OMPA or (ii) 50kW.
 - (b) The Public Trust shall request such determination at least 15 business days prior to the first approval by the Public Trust of an Eligible Facility in each calendar year.
- (5) The Authority has an interest in monitoring (i) compliance with the BTM Generation Program parameters and (ii) its Power Supply System load. Accordingly, each Public Trust shall:
 - (a) Notify the Authority of the nature of each Eligible Facility and its nameplate capacity at least 15 business days prior to approving the facility.
 - (b) Notify the Authority of the loss of eligibility or other termination, disconnection or discontinuance of any Eligible Facility.
 - (c) Report to the Authority annually on March 1 of the net change in installed nameplate capacity of all Eligible Facilities in (i) the previous calendar year and (ii) cumulatively (as of the close of the previous calendar year) since inception of the BTM Generation Program.
 - (d) Notices and reports shall be sent to the Authority to the attention of the Engineering Department.

A RESOLUTION ADOPTING THE DISTRIBUTED GENERATION "BEHIND THE METER" POLICY FOR THE MANGUM UTILITY AUTHORITY AND THE CITY OF MANGUM

WHEREAS, the Mangum Utility Authority ("Authority") which operates the Municipal Electric system of Mangum, OK has recognized the need to be prepared for requests by customers for Distributed Generation that customers may want to place on their homes or business; and WHEREAS, the Authority desires to provide safety to those who maintain the distribution system and safety to the public; and

WHEREAS, the Trustees of the Authority want to ensure that costs are not transferred from one class of customer to another class of customer and that the city have adequate guidelines in place to address the installation of Distributed Generation, requirements for obtaining proper permits for such installation and identifying costs associated for proper review of installations, metering, and charges for such; and

WHEREAS, the Trustees of the Authority believe it in the best interest of the citizen owners of the municipal to adopt a Distributed Generation Program containing provisions to meet all of the stated goals.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Authority that the Distribution Generation "Behind the Meter" Policy attached hereto as Exhibit "A" is hereby approved.

BE IT FURTHER RESOLVED that the officers and employees of the City of Mangum are hereby authorized and directed to take what actions as may be reasonably necessary to implement the program.

By	
By Chairman	
ATTEST:	
Ву	
BySecretary	
(SEAL)	

MANGUM UTILITY AUTHORITY

Exhibit "A"



Behind the Meter Policy for Distributed Generation January 2021

A. General

This Behind the Meter Policy for customer-owned, grid-connected electric generating systems sets forth the requirements and conditions for interconnected non-utility owned electric generation where such generation may be connected for parallel operation with the electrical system of the City of Mangum and the Mangum Utility Authority ("City").

Generating systems will be permitted to interconnect to the City's electric distribution system at the service level voltage only after a determination by the City that such interconnection will not interfere with the operation of the distribution or transmission system and that such interconnection ensures the safety of City employees and customers.

The City will not guarantee to compensate, reimburse, refund, credit, or pay for any generation created by the Customer's generator and sent back into the distribution system of the City.

All agreements under the original connection agreement between the Customer and the City shall remain in effect including, but not limited to paying for electricity used and the penalties assessed for payment failure.

B. Interconnection Requirements

- 1. Customer has elected to operate, at its own expense, a customer-owned, grid-connected generation facility. Systems shall be limited in size to not more than 5 kilowatts aggregated at the service interconnection point. The generating system is intended to offset either all or part of the customer's electrical requirements.
- 2. Customer's generation shall supply alternating current power, 60 Hertz, at a voltage and phase of the City's established secondary or primary distribution system.
- 3. If the Customer's generation system full output capacity is larger than ten percent (10%) of the substation, feeder, or distribution line tap minimum load at the point of interconnection, additional studies and equipment may be required to provide proper line protection and voltage regulation. The Customer is responsible for the cost of any studies and/or upgrades required to allow safe interconnection of the Customer-owned generation.
- 4. Customer-owned generation which produces frequencies that result in interference or generates distorted wave forms into the 60 Hertz City electric system which adversely affects the operation of City's electric system shall be corrected at the expense of the Customer.
- 5. Any costs or expenses incurred by the City due to modifications made to the City's existing electrical system as a result of the interconnection of Customer's generating system shall be paid by the Customer.
- 6. Customer shall be the owner of the renewable attributes of the electricity that is generated, to include any and all credits, certificates, benefits, environmental attributes, emission reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the Customer-owned renewable generation and its displacement of conventional energy generation.
- 7. City may require Customer to interrupt or reduce deliveries when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system.
- 8. Customer shall comply with all the latest applicable National Electric Code (NEC) requirements, NESC requirements, State of Oklahoma requirements, building codes, and shall obtain electrical permits for the equipment installation. Installation shall comply with local site permitting requirements.
- 9. The meter and transformer or transformer pole serving the Customer generator shall be labeled to indicate potential electric current back feed, and label shall be maintained by the Customer.

- 10. Customer shall provide space for metering equipment and meter base per City's requirements.
- 11. Customer's over-current device at the service panel shall be marked to indicate the type of back feed power source. Markings shall be maintained by the Customer.
- 12. Customer assumes full responsibility for all maintenance of generators, inverters, and associated equipment including protective equipment. Customer shall keep record of maintenance activities and provide such records to the City upon request.
- 13. Customer's generation control systems shall comply with NEC Articles 690 and 705 and applicable and current Institute of Electrical and Electronics Engineers (IEEE) standards including Standard 1547 "Interconnection Distributed Resources with Electric Power Systems" and any future updates or revisions for parallel operation with the City's electric system, in particular: a) Power output control system shall automatically disconnect from the City's source upon loss of voltage and not reconnect until City's voltage has been restored for at least five (5) minutes continuously, b) Power output control system shall automatically initiate a disconnect from the City's power source with six (6) cycles (0.1 second) if Customer's voltage falls below 50% of nominal on any phase, c) Power output control system shall automatically initiate a disconnect from the City's power source within two (2) seconds if Customer's voltage falls below 88% of nominal or rises above 120% of nominal on any phase.
- 14. Customer shall provide a written description of how the protection devices will achieve compliance with the requirements of this policy as part of the building permit application.
- 15. Customer shall furnish and install on Customer's side of meter a UL-approved safety disconnect switch, or transfer switch, which shall be capable of fully disconnecting the Customer's generating facility from the City's electric system. The disconnect switch shall be located adjacent to the City's meter and shall be of the visible break type in a metal enclosure which can be secured in the "Off" position with a padlock. The switch shall be accessible to City personnel at all times.
- 16. For systems larger than 7 kilowatts, Customer shall, at its own expense, maintain in force general liability insurance in the amount of \$1,000,000 without any exclusion for liabilities related to the interconnection.
- 17. For purposes of gathering research data, City may at its expense install and operate additional metering and data-gathering devices.

C. Specifications and System Diagram

- 1. Customer shall supply specifications for the proposed generation system as part of the building permit process.
- 2. Customer shall supply a system diagram for use of City in determining the safety and functionality of a grid-connected generator that will be kept in City files.
- 3. Customer shall supply a certificate or completion from a qualified professional engineer or electrician that the generation system meets all the requirements of this Policy.



Customer Acknowledgement Behind the Meter Policy for Distributed Generation

I hereby acknowledge that I have been provided the Behind the Meter Policy for Distributed Generation by the City of Mangum.

I further acknowledge that I have read and understand the contents of the Behind the Meter Policy for Distributed Generation, and will adhere to the policy during the construction, installation and operation of my generator.

Customer		
Date		

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

Item 9.

Customer Name:				
Customer Address:				
Account Number:				
(hereinafter called "Agro Date") by and between named above, (hereinaf	Interconnection of a Custon eement") is entered into as the Mangum Utility Author fter called "Customer"). MU nd collectively as "Parties".	of ity (hereinafter called, "N JA and Customer are her	, 20 MUA") and th	, (the "Effective ne customer
	mutual covenants and agre the receipt and sufficiency			•
1 DEFINITIONS				

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		
Signature		
Date	 	
For City and MUA:		
Print Name		
Title	 	
Signature		
 Date		





CITY OF MANGUM Mangum Utility Authority (MUA)

Application for Distributed Generation (DG) Permit

Applicant Name:							
Mailing Address:	P (O Box or Street		City		State	Zip
Email Address:							
Daytime Phone:			Cell Phone:				
Construction Address:	Str	reet	City		State	Zip	
Circle DG type:	Solar	Wind	Other:				<u> </u>
Comments:							
Circle Type of Constru	ction:						
On Existing Building	Fr	ee Standing	Other:				
Comments:							
Electric Contractor Con	npany:						
Contact Name:			Pho	ne:			
Electrician:		Pho	ne:				
Engineer:		Pho	ne:				
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.
Analizant Circatura
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 technical spectors other requested materials to the City of Mangum. The Customer is here equipment according to MUA policy and notify the City for necessary inside performed by the City before a Certification of Completion is issued a be interconnected with the MUA electric distribution system.	by permitted to install DG pections. A final inspection will nd the Customer DG system can			
Failure of the Customer to receive a Certificate of Completion before into minimum fine of \$299 per day and disconnection of all electric service by Completion is awarded. Additional judgements will be requested for any MUA employees and neighboring customers.	MUA until a Certificate of			
The Customer is authorized to install DG equipment as described in the Agreement for the Interconnection of a Customer Owned Distributed Generation (DG) System. This does not authorize interconnection to the MUA electric distribution system.				
City of Mangum Building Inspector:	Date			
City of Mangum City Manager/Superintendent:	Date			
Customer:	Date			



CITY OF MANGUM Mangum Utility Authority (MUA)

Distributed Generation (DG) Permit Certification of Completion

Authorization to Interconnect with MUA Electric Distribution System

Customer:				
Address:				
DG Address:				
	one:			
other requested mat to MUA policy. The f	erials to the City of Mangun inal inspection(s) have beer Completion is issued, and th	n. The Customer has inst n performed by the City a	ifications, diagrams, and any talled DG equipment according as affirmed by signing below. If an 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 Build	ling Inspector:		Date	
City of Mangum City	Manager/Superintendent: _		Date	
Customer:			Date	