

INTERCONNECTION APPLICATION

City of Baldwin

Customer-Owned Renewable Energy Generation Facility

This Application for Interconnection of a Customer-Owned Renewable Energy Generation Facility is complete when it provides all applicable and correct information required below. The City may require additional information or clarification to evaluate the Interconnection Application. Processing of this Application cannot begin until all requested information is complete.

Processing Fee

A non-refundable processing fee of \$500 must accompany this Application.

Customer-Generator

Name: _____ Utility Account Number: _____

Address: _____

City: State: Zip: _____

Telephone (Day): (Evening): _____

Fax: E-Mail Address: _____

Is the Generation Facility owned by the Customer-Generator listed above? Yes No

Contact (if different from Customer-Generator)

Name: _____

Address: _____

City: State: Zip: _____

Telephone (Day): (Evening): _____

Fax: E-Mail Address: _____

Generation Facility Information

Location (if different from above): _____

Inverter Manufacturer: _____

Model _____

Nameplate Rating: (kW) _____ (kVA) _____

System Design Rated Output: (kWAC) _____ (kVAAC) _____

Energy Source: Solar Wind Other _____

Is the Generation Facility equipment IEEE 1547/UL 1741 Certified? Yes No

If yes, attach manufacturer's documentation showing IEEE 1547/UL 1741 certification Page 14

Is a City Accessible External Generator AC Disconnect Switch Provided (Required) Yes No

Location of City Accessible External Generator AC Disconnect Switch

(e.g. Two feet west of electric meter)

Estimated Generation Facility Installation Date: _____

Estimated Generation Facility Commercial Operation Date: _____

List components of the Generation Facility equipment package that are currently certified:

Equipment Type Certifying Entity

1. _____
2. _____
3. _____
4. _____

Equipment Installation Contractor: Indicate by owner if applicable

Name: _____

Mailing Address: _____

City: State: Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Day): (Evening): _____

Facsimile Number: E-Mail Address: _____

Electrical Contractor: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: State: Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Day): (Evening): _____

Facsimile Number: E-Mail Address: _____

Consulting Engineer: (If Applicable) Indicate if not applicable

Name:
Mailing Address:
City: State: Zip Code:
Contact Person (If other than Above):
Telephone (Day): (Evening):
Facsimile Number: E-Mail Address:

Provide a one line diagram of the Generation Facility. The one line diagram is a basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the generator to the point of interconnection, are noted by symbols. See attached example. Page 15

Copies of manufacturer's ownership, operating and maintenance manuals and equipment settings for all Generation equipment, inverters, and other proposed Generation Facility equipment must be submitted with this Application.

Customer-Generator Signature

I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Application is true. I agree to abide by the terms and conditions of the City's Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities and will return the Certificate of Completion to the City when the Generation Facility has been installed and prior to commencing operation of said Generation Facility.

Signature: _____ Date: _____

----- City Use -----

Contingent Approval to Interconnect the Generation Facility

Interconnection of the Generation Facility is approved contingent upon Customer-Generator's compliance with all terms and conditions of the City's Interconnection Standards and upon return of the Certificate of Completion prior to commencement of commercial operation of said Generation Facility.

City Signature: _____

Title: Date:

Application Number: _____

City waives inspection/witness test? Yes No Initial _____ Page 16 Page 17

INTERCONNECTION AGREEMENT

City of Baldwin

Customer-Owned Renewable Energy Generation Facility

This Agreement, ("**Agreement**") is entered into by and between the City of Baldwin, Kansas ("**City**") and _____ ("**Customer-Generator**"). The Customer-Generator electric account subject to this Agreement is Account Number _____. Customer-Generator and City are referenced in this Agreement collectively as "**Parties**" and individually as "**Party**."

Recitals

WHEREAS, the City owns and operates an Electric Distribution System serving the City of Baldwin, Kansas, and surrounding area;

WHEREAS, Customer-Generator owns or desires to install, own and operate a City-approved Renewable Energy Generation Facility interconnected with and operating in parallel with said Electric Distribution System;

Agreement

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

1. SCOPE OF AGREEMENT:

This Agreement governs the terms and conditions under which the Customer-Generator's Generation Facility will interconnect with and operate in parallel with the Electric Distribution System.

2. DEFINITIONS:

The definitions used in this Interconnection Agreement are those found in the City Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities.

3. PARALLEL OPERATION:

Customer-Generator shall not interconnect or commence parallel operation of the Generation Facility until written Approval to Energize the Generation Facility as provided herein has been provided by City. City shall have the right to have representatives present during initial testing of the Generation Facility and its protective apparatus.

4. INTERCONNECTION COSTS:

The City has estimated the costs, including overheads, for necessary System Upgrades to its Electric Distribution System and Customer-Generator service connection, if any, and has provided a detailed itemization of such costs in the attached description of estimated System Upgrade costs. Prior to commencement of System Upgrades that are required to allow interconnection of the Customer-Owned Generation Facility, Customer-Generator shall deposit with the City an amount equal to the estimated cost of said System Upgrades. If the actual costs of said System Upgrades are less than the amount deposited by the Customer-Generator, the City will refund the difference to the Customer-Generator within 60 days of completing said System Upgrades. If the actual costs of said System Upgrades exceed the amount deposited by the Customer-Generator, the City shall bill the Customer-Generator for the difference. Customer-Generator agrees to pay the invoiced amount within 30 days of the invoice date.

5. INTERRUPTION OR REDUCTION OF DELIVERIES:

The City may require the Customer-Generator to interrupt or reduce energy deliveries when the City determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of maintenance, safety, emergency, Force Majeure or compliance with Good Utility Practices. No compensation or credit will be provided to the Customer-Generator by the City for such interruptions or reductions in energy deliveries.

6. ADVERSE OPERATING EFFECTS:

Interconnection of the Generation Facility shall not reduce the reliability or quality of City Electric Distribution System service. This includes, but is not limited to power quality issues such as Harmonic Distortion, Voltage Flicker and frequency deviations. The City shall notify the Customer-Generator as soon as practicable if, based on Good Utility Practice, operation of the Generation Facility causes disruption in or deterioration of service to other City electric customers or if operating the Generation Facility may damage the Electric Distribution System. If, after notice, the Customer fails to timely remedy the adverse operating effect, the City may disconnect the Generation Facility with no further notice.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION:

Customer-Generator shall assume all liability for and shall indemnify the City for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the design, construction, operation or maintenance of the Generation Facility. Such indemnity shall include, but is not limited to, financial responsibility for:

- (a) The City's monetary losses;
- (b) Reasonable costs and expenses of defending an action or claim made by a third party;
- (c) Damages related to the death or injury of a third party;
- (d) Damages to City property;
- (e) Damages to the property of a third party;
- (f) Damages for the disruption of the business of a third party.

This paragraph does not create a liability on the part of the Customer-Generator to the City or a third party, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

8. ACCESS TO PREMISES:

The City shall have access to the Customer-Generator premises or property and to the External AC Generator Disconnect Switch as permitted in its policies, Rules and Regulations and these Interconnection Standards.

9. GOVERNING LAW:

This Agreement shall be interpreted and governed under the laws of the State of Kansas, the Ordinances of the City of Baldwin, and City Electric Utility Rules and Regulations.

10. DOCUMENTS:

This Agreement incorporates all other provisions and related documents of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities as the same may be amended from time to time.

11. NOTICES:

All written notices shall be directed as follows:

CUSTOMER-GENERATOR:
Name: _____
Address: _____
City/State/Zip: _____

CITY OF BALDWIN:
Name: _____
Title: _____
City/State/Zip: _____

12. TERM OF AGREEMENT:

This Agreement shall be in effect when executed by the Customer-Generator and the City and shall remain in effect thereafter unless terminated in accordance with the provisions of Section 14 of "Technical Requirements."

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER-GENERATOR:

CITY OF BALDWIN:

Signature

Signature

Print Name

Print Name

Date

Date

CERTIFICATE OF COMPLETION

**City of Baldwin City
Customer-Owned Renewable Energy Generation Facility**

Is the Generation Facility installed, tested and ready for operation? Yes No

Customer: _____ Utility Account Number: _____

Address: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Location of the Generation Facility (if different from above):

Electrician/Service Company:

Name: _____

Address: _____

City/State/Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License Number: _____

Date City approved interconnection of Generation Facility: _____

Inspection:

The Generation Facility has been installed and inspected in compliance with all applicable electrical codes.

A copy of the signed electrical inspection form is attached. Yes No
(If inspection form is not attached)

Signature of Inspector

Date

Printed name of Inspector

Date

**APPROVAL TO ENERGIZE GENERATION FACILITY
City of Baldwin City
Customer-Owned Renewable Energy Generation Facility**

The City, having entered into an Interconnection Agreement for the Generation Facility described in the Application noted above and having received a Certificate of Completion with proper documentation of the electrical inspection hereby authorizes the Generation Facility to be energized:

City Signature: _____

Title: _____

Date: _____

DEFINITIONS

- a. **AC-Alternating Current**
- b. **Applicable Laws and Regulations**-All duly promulgated applicable federal, state, and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits, and other duly authorized actions of any Governmental Authority, including the Ordinances of the City of Baldwin City and City Electric Utility Rules and Regulations.
- c. **Appropriately Sized Generation Facility**-Customer-Owned Generation Facilities shall be appropriately sized for the Customer-Generator's anticipated load as determined by the City. Such determination will include, but not be limited to, Customer-Generator's load profile, average and peak monthly demand, and monthly and annual energy consumption.
- d. **City**-The City of Baldwin City, Ks. and incorporated urban center that has self-government, boundaries, and legal rights established by state charter.
- e. **Commercial Operation Date**-The date on which the Generation Facility is operating and is in compliance with the requirements of the City Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities as determined by the City.
- f. **Customer-Generator**-A Residential or Commercial electric customer that receives retail electric service from the Electric Distribution System that also owns and operates an approved interconnected Generation Facility.
- g. **Customer in Good Standing**-Any entity connected to the Electrical Distribution System for the purpose of receiving retail electric service for twenty-four (24) consecutive months with no delinquencies.
- h. **DC-Direct Current**
- i. **Electric Distribution System**-The City facilities and equipment used to provide electric service to customers, including service to the Customer-Generator.
- j. **Generation Facility**-The Customer's device for the production of energy as defined in Overview Section 2d.
- k. **Good Utility Practice**-Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted by the electric utility industry in the region.
- l. **Governmental Authority**-Any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer-Generator or any Affiliate thereof.
- m. **Harmonic Distortion**-Distortion of the normal AC sign wave, typically caused by non-linear loads or inverters.
- n. **Interconnection**-The physical connection of a Generation Facility to the Electric Distribution System.
- o. **Interconnection Application**-The Customer request to interconnect a new Generation Facility, or to increase the rated output of, or make a material modification to the operating characteristics of an existing Generation Facility that is interconnected with the Electrical Distribution System.

- p. **Interconnection Standards**-All provisions, forms, and related documents described in the collective parts of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities or successor document.
- q. **Party**-Individually the City and the Customer-Generator; collectively the “Parties.”
- r. **Reasonable Efforts**-With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.
- s. **System Upgrades**-Additions, modifications, improvements, and upgrades to the Electric Distribution System or Customer-Generator service connection at or beyond the point of interconnection to facilitate interconnection of the Customer-Generator’s Generation Facility.
- t. **Voltage Flicker**-A variation of voltage sufficient in duration to allow visual observation of a change in electric light source intensify.