

to Times
12-5-14

ORDINANCE NO. 897

AN ORDINANCE ADOPTING ELECTRICAL INTERCONNECTION STANDARDS, PROCEDURES, AGREEMENTS, CHARGES AND FEES.

WITNESSETH:

WHEREAS, the Governing Body of the City of Gothenburg, Nebraska, finds that private electrical generating capacity is becoming a significant potential now and in the future, and

WHEREAS, standards and procedures are necessary for the health, safety and welfare of the citizens and city employees for the interconnection of such capacity with the City's electrical system, and

WHEREAS, the governing body of the City of Gothenburg, Nebraska, wishes to enact certain uniform standards and procedures for such privately-owned electrical generation;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GOTHENBURG, NEBRASKA, AS FOLLOWS:

SECTION 1. There is hereby adopted a Net Metering Application and Interconnection Agreement, all as attached hereto marked Exhibit "A". incorporated herein, and made a part of this Ordinance.

SECTION 2. This ordinance shall be effective upon its adoption and publication in the official city newspaper.

PASSED, APPROVED AND ADOPTED by the governing body of the City of Gothenburg, Nebraska, this 2nd day of December, 2014.

Joey E. Hudson
Mayor

ATTEST:

Connie L. Halverson
City Clerk

Net Metering Application for Interconnection

This Application is considered complete when it provides all applicable and correct information required below. Additional information or clarification to evaluate the Application may be requested by the City.

Processing Fee

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

Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility: _____

Generating Facility Information

Location (if different from above): _____

Local Electric Utility: _____

Account Number: _____

Inverter Manufacturer: _____

Model: _____

Nameplate Rating: (kW) _____ (kVA) _____

(AC Volts) Single Phase _____ Three Phase _____

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell
 Turbine Other _____

Energy Source: Solar Wind Hydro Methane Biomass
 Geo Thermal Hydro Power

Other (describe) (Diesel, Natural Gas, Fuel Oil) _____

Is the equipment UL1741 Listed? Yes _____ No _____

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: _____ Estimated In-Service Date: _____

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

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the terms and conditions of the City's Interconnection Standard and will return the Certificate of Completion when the Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

.....
Contingent Approval to Interconnect the Generating Facility

Interconnection of the Generating Facility is approved contingent upon the terms and conditions of the City's Interconnection Standard Inspection and upon return of the Certificate of Completion.

City Signature: _____

Title: _____ Date: _____

Net Metering INTERCONNECTION AGREEMENT

This Agreement, ("**Agreement**") is entered into by and between the City of Gothenburg Nebraska, and _____, ("**Customer**"). Customer and City are referenced in this Agreement collectively as "**Parties**" and individually as "**Party.**"

Recitals

WHEREAS, City is a publicly-owned electric utility engaged in the retail sale of electricity in the state of _____,

WHEREAS, Customer owns or desires to install, own and operate an electric Generating Facility;

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's Generating Facility will interconnect with, and operate in parallel with, the City's electrical system.

2. **PARALLEL OPERATION**
Customer shall not commence parallel operation of the generating facility until written approval of the interconnection facilities has been given by City. Such approval shall not be unreasonably withheld. City shall have the right to have representatives present at the initial testing of Customer's protective apparatus and receive a copy of the inspection from the State Electrical Division pursuant to Nebraska law.

3. **INTERCONNECTION COSTS**
The City has estimated the costs, including overheads, for the purchase and construction of necessary System Upgrades to its Distribution System and has provided a detailed itemization of such costs on the attached document entitled "System Upgrade Estimated Costs". The Customer agrees to pay the costs upon receipt of the City's invoice within the timeframe indicated on the invoice.

4. **INTERRUPTION OR REDUCTION OF DELIVERIES**
City may require Customer to interrupt or reduce deliveries and/or automatically isolate the facility from the electrical system when the City determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of personnel safety, emergencies, Force Majeure or compliance with Good Utility Practices.

5. **ADVERSE OPERATING EFFECTS**

The interconnection of the customer-owned generation shall not reduce the reliability and quality of the Distribution System. This includes, but is not limited to high levels of harmonics, abnormal voltage fluctuations and excessive frequency deviations. The City shall notify the Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the City's distribution system. If, after notice, the Customer fails to remedy the adverse operating effect within a reasonable time, the City may disconnect the Generating Facility. The City shall provide the Customer with notice of such disconnection as provided in the City's Service Policies.

6. ACCESS TO PREMISES

City shall have access to the Customer's premises or property.

7. INDEMNITY AND LIABILITY

The Parties shall at all times indemnify, defend, and hold the other Party and the directors, officers, employees and agents for said Party, harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

8. CONSEQUENTIAL DAMAGES

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

9. GOVERNING LAW

This Agreement shall be interpreted and governed under the laws of the State of _____.

10. DOCUMENTS

The Agreement includes the following documents, which are attached and incorporated by reference:

- a. Application for Interconnection,
- b. Net Metering service schedule,
- c. Certificate of Completion

11. NOTICES

All written notices shall be directed as follows:

CITY: **City of Gothenburg Nebraska**
 [ADDRESS]
 [CITY/STATE/ZIP]

CUSTOMER: Name _____
 Address _____
 City _____

12. TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Customer and City and shall remain in effect thereafter month to month unless terminated by either Party on thirty (30) days prior written notice and in accordance with the Service Policies.

IN WITNESS WHEREOF, the Parties hereto have caused two originals of the Agreement to be executed by their duly authorized representatives.

This Agreement is effective as of the last date set forth below.

(CUSTOMER)

City of Gothenburg Nebraska

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Net Metering Certificate of Completion

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

Customer: _____

Contact Person: _____

Address: _____

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

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Local Electric Utility

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License Number: _____

Date Approval to Install Facility granted by the City: _____

Inspection:

The Generating Facility has been installed and inspected in compliance with the local building and electrical codes of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to:

Name: _____

Company: _____

Address: _____

City, State, ZIP: _____

Fax: _____

Approval to Energize the Generating Facility

Energizing the Generating Facility is approved:

City Signature: _____

Title: _____ Date: _____