City of Guttenberg

Interconnection Agreement for Inverter Based Distributed Generation between City of Guttenberg Municipal Utilities (GMU) and

_______ (Connecting Party) _______

This Interconnection Agreement (Agreement) for Inverter Based Distributed Generation is entered into on __________, 20__ (Effective Date) by and between ______________________ (Connecting Party), ____ (address), and The City of Guttenberg and Guttenberg Municipal Utilities, 502 S 1st St. PO BOX 580 Guttenberg, IA 52052.

RECITALS

A. Inverter Based Distributed Generation Service is available to GMU Customers that are supplied electric service by GMU under all rate schedules that own, operate and maintain eligible generation capacity connected through one or more Inverter(s) in parallel with GMU's Electric System.

B. Connecting Party's System shall be installed and maintained in compliance with all applicable National Electric Code requirements, building codes, and GMU Electric Service Rules.

C. Connecting Party desires to connect the eligible Connecting Party's System to GMU's Electric System.

D. GMU has mechanisms in place through its Electric Service Rules to accommodate Connecting Party's request.

E. Connecting Party has submitted an Interconnection Application with Reference Number ______ and this Application was reviewed and accepted by GMU. This Interconnection Application is referenced as Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this Agreement, the parties agree as follows:

AGREEMENT OVERVIEW

1. DEFINITIONS

<u>Agreement</u> – This document in its entirety.

<u>Electric Service Rules</u> – This documentation includes in more detail the type and class of service that GMU will provide to GMU Customers (end-users) including details on service extensions, metering, billing, Customer communications, and Customer obligations. This document is provided to our Customers when they apply for service.

City Council governed Electric Utility of the City of Guttenberg, Iowa – The municipal electric, water, and sewer utility serving Guttenberg, Iowa and surrounding area doing business as Guttenberg Municipal Utilities. Referred to in this Agreement as "GMU".

Connecting Party – The party requesting to interconnect or modifying an existing interconnection to GMU's Electric System. This can include the real-estate owner, a generator owner, or Customers (end-user).

Connecting Party's System – The electrical generating system that includes all necessary wiring, Inverter(s), manually operated alternating current disconnect/lockout with a locking mechanism in the on and off position, over-current protective device(s) (e.g. breakers), and protection that will prevent energization of GMU's system during condition of loss or over/under voltage on GMU's system.

Customer – The end user of electricity and/or the name on the bill within GMU's service territory.

Inverter – Equipment that converts Connecting Party's Generator DC voltage to GMU's operating AC voltage. This includes any static power converter with control, protection, and filtering functions used to interface an electric energy source with an electric utility system. (IEEE 929-2000, IEEE 1549, UL 1741)

Islanding – A condition in which a portion of the utility system that contains both load and distributed resources/generation remains energized while isolated from the remainder of the utility system. (IEEE 929-2000)

GMU's Electric System – All related equipment to provide electricity to the Connecting Party's PCC (as defined below); also referenced as Guttenberg Municipal Utilities Electric System.

GMU Interconnection Application Engineering Review Fee – This $200.00 fee covers the administrative and engineering costs to GMU related to the interconnection.

Renewable Energy Metering - "Renewable Energy Metering" refers to the use of a single electric meter (no second meter required) that can run forward and backward depending on whether the Connecting Party's System is generating power or using power from GMU.

Point of Common Coupling (PCC) – Typically the electric meter, unless otherwise stated.

Source – The electricity provided by GMU system.

2. INTENTION AND DESCRIPTION OF THE AGREEMENT

This Agreement is intended for any Connecting Party wanting to install generating equipment on GMU's system that includes an Inverter on their premises. Typical installations include, but are not limited to solar panels and wind turbines. This agreement can support intended installations with a generating capacity of up to 500kW in size, and over this size an interconnection shall be guided by the policies of the transmission provider, Midcontinent Independent System Operator (MISO). For installations of 10 kW and smaller with inverters that are pre-certified, expedited analysis of applications will apply.

These systems operate in concurrence with electricity from the power lines to the premises. Should the Source lose power for any reason, the Connecting Party's System shall automatically prevent energization of the GMU system. This Agreement references codes, standards, and practices to have a safely operating system. If any of these requirements are not met there exists a potential for damage to equipment and/or personal harm, as well as possibly discontinuing the use of the Connecting Party's System.

Connecting Party should contact GMU to further discuss any operation that does not include Connecting Party's System disconnecting on the loss of the Source and assures no reconnection attempts until the Source is present.

For safety reasons there are specific requirements in the construction and operation of Connecting Party's System. The safety reasons are for protection of Connecting Party, GMU personnel, Connecting Party property, and GMU property. Catastrophic property damage and even death could occur if the requirements outlined in this Agreement are not followed.

The first step in the process of interconnecting downstream of the meter generation resources consists of submission of the Interconnection Application (separate document) by the Connecting Party to GMU, and payment of the $200.00 Interconnection Application GMU Engineering Review Fee. GMU will then review all of the Application, and provide written notice of either:

- Acceptance of Application
- Request for Resubmittal of Application, with Comments
- Denial of Application

Upon GMU Acceptance of the Application, the Connecting Party can execute this Interconnection Agreement which will reference the information presented in the Application as Exhibit A in this document. Upon execution of this Interconnection Agreement and installation of inverter based distributed generation, GMU requires access to perform an inspection of the installation of Connecting Party's System. Connecting Party shall receive written acceptance of system by GMU prior to enabling parallel operation of Connecting Party's generation system with GMU system.

This Interconnection Agreement shall be submitted to GMU upon its completion in its entirety.

3. SYSTEM DEFINED

Connecting Party's eligible System is a self-contained electric generation system comprising: Inverter(s) for the conversion of the Connecting Party's System's operating voltage to GMU's operating voltage, manually operated alternating current disconnect/lockout with a locking mechanism in the on and off position, over-current protective device(s) (e.g. breakers), and anti-islanding protection. A new GMU meter may be necessary for services that already exist, above and beyond optional metering of Connecting Party's generation.

New manually operated alternating current disconnect/lockout to be provided on AC/load side of a central or string inverter, in such a way to allow for complete disconnection of Connecting Party's generation source at GMU's discretion. Ensure detailed description, electrical location, and physical location is described within GMU Approved Interconnection Application Document.

Please note that Guttenberg Municipal Utilities only allows generation from customers to be connected to the GMU utility infrastructure if 1) the generation is used to offset energy used, 2) the balance of energy (energy generated less consumed) pushed back to GMU's Electric System is credited on a GMU avoided cost basis under the GMU tariff, and 3) the energy pushed back to GMU's system is settled on a monthly basis (no energy credit carry forward).

4. TERM AND TERMINATION

4.1. The term of this Agreement begins on the Effective Date (regardless of the date that Connecting Party is authorized to interconnect the Connecting Party's System pursuant to Section 6 below).

4.2. Connecting Party may terminate this Agreement at any time by providing 15 days written notice of termination to GMU, contingent on the disconnection of generating resources from GMU System.

4.3. GMU may terminate this Agreement at any time, without prior notice to Connecting Party for any violation of this Agreement. As provided in Section 5 below, this Agreement is at all times subject to the terms of, changes to, and revisions to, GMU Rate Structure and Electric Service Rules, and other related regulatory authorizations. GMU shall perform Connecting Party's System lock out procedures to disconnect Connecting Party's System from GMU's Electric System as detailed in this Agreement and as necessary to perform maintenance to GMU's Electric System.

4.4. This agreement shall automatically terminate on the 15th day following the sale or ownership transfer of Connecting Party's premises. In the event of such sale or ownership transfer Connecting Party shall notify the new buyer of this Interconnection Agreement and the new buyer shall promptly sign the GMU forms to reaffirm this Agreement, if they desire to continue operating the Connecting Party's System. Failure of the buyer to reaffirm this Agreement within 15 days of the sale or ownership transfer shall permit GMU to perform lock out/disconnect procedures on Connecting Party's System as provided herein. GMU reserves the right to refuse to reaffirm this Agreement if the Connecting Party's system fails to meet the requirements established in Section 6 of this Agreement.

5. TARIFF AND REGULATORY AUTHORITIES

5.1. This Agreement is subject to: all present and future applicable laws, rules, and regulations of all federal, state and local authorities having jurisdiction over the subject matter of this Agreement; as may be amended from time to time, and any other changes that become effective by operation of law, Guttenberg Municipal Utilities resolutions, or City Council resolutions, without prejudice to Connecting Party's right to protest those changes.

6. INSTALLATION AND PERMITTING

Connecting Party's System must comply with: 1) all applicable current, locally accepted National Electric Code (NEC) and ANSI requirements at the time of construction/installation of the Connecting Party's System, including, but not limited to NEC Articles 690 and 705; 2) all building codes; and 3) all applicable Underwriters Laboratories (UL) requirements and standards (e.g. UL 1741). The Connecting Party's System must comply with all Institute of Electrical and Electronics Engineers (IEEE) Standards 929-2000 (*Recommended Practice for Utility Interface of Photovoltaic Systems*) and IEEE Standards 1547 (*Standard for Interconnecting Distributed Resources With the Electric Power System*), as of the Effective Date, for parallel operation with GMU. All power quality parameters (including but not limited to voltage, flicker, frequency, distortion) are specified at the point of common coupling (PCC). In particular, the following requirements must be met. For installations of 10 kW and smaller with inverters that are pre-certified, not all of these requirements will be considered:

6.1.1. Flicker – Any voltage flicker resulting from the connection of the Inverter to GMU's Electric System at the PCC cannot exceed the limits defined by the maximum borderline of irritation curve identified in IEEE Std. 519-1992.

6.1.2. Frequency – Connecting Party's System must be designed to operate on a 60Hz electrical system.

6.1.3. Waveform Distortion – Connecting Party's System must have low current-distortion levels to ensure that no adverse effects are caused to other equipment connected to GMU's Electric System. Connecting Party's System's electrical output at the PCC must comply with Section 10 of IEEE Std. 519-1992. The key requirement is that total harmonic distortion must be less than 5% of the fundamental frequency current at rated Inverter output. Each individual harmonic is limited to the percentages listed in IEEE Std. 519-1992.

6.1.4. Power Factor – Connecting Party's System must operate at a power factor > 0.95 (leading or lagging) when output is +/- 5% of Connecting Party's System.

6.1.5. Islanding Protection – Connecting Party's System must cease to energize the utility line when the Inverter is subjected to islanding conditions. Connecting Party's System must immediately, completely and automatically disconnect from GMU's Electric System in the event of a loss of source on GMU's Electric System. GMU, at its own discretion and expense, may conduct periodic testing of anti-islanding.

6.1.6. Voltage – Iowa Administrative Code 199-20.5(2)d. states that the voltage must be maintained according to ANSI C84.1. The ANSI requirement states that the voltage shall be maintained between +/-5% of nominal voltage at the PCC. There is a possibility that the local voltage may be near the high end of the range, which could limit the performance or GMU allowed size of the Connecting Party's System. The GMU allowed size shall be determined during the review of this Agreement. Should conditions change such that the voltage is out of tolerances GMU reserves the right to disconnect the Connecting Party's System until the issue is resolved.

6.1.7. If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.

6.1.8. For interconnection of a proposed Small Generating Facility to the load side of spot network protectors, the proposed Small Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5 % of a spot network's maximum load or 50 kW.

6.1.9. The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

6.1.10. The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5 % of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5 % of the short circuit interrupting capability.

6.1.11. If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.

6.1.12. The purpose of the standards referenced in this Agreement, and the information collected and reviewed in the Application, is to minimize custom engineering of many aspects of the interconnection. These standards allow installation in a manner that allows the Connecting Party's System to perform as expected and to be installed at a reasonable cost while not compromising safety or operational issues.

6.2. A manual, lockable, load-break disconnect switch that provides a clear indication of the switch position must be available with the Connecting Party's System at or near Connecting Party's main point of service from GMU's Electric System to provide a point of electrical separation between Connecting Party's System and GMU's Electric System. **GMU will coordinate and approve the location of the disconnect switch as demonstrated on the Interconnection Application.** The disconnect switch must be easily visible, mounted separately from the metering equipment, readily accessible to GMU personnel at all times, and capable of being locked in the open and closed position with a GMU lock. GMU may open the disconnect switch thereby isolating Connecting Party's System from the GMU's Electric System for reasons including, but not limited to, maintenance or emergency work, Connecting Party's System adversely affecting other Customers, failure of the Connecting Party's System to comply with codes/regulations, the Connecting Party's System creating hazardous or unsafe conditions, and/or failure to comply with standards. GMU will provide and attach an additional label to the manual load-break disconnect switch for GMU purposes.

6.3. Connecting Party's over-current protective device (Breaker) at the service panel must be dedicated and must be capable of interrupting the maximum available fault current at that point in the distribution system, with the new contribution from Connecting Party's source included. The Breaker shall be clearly marked to indicate power source and connection to GMU's Electric System.

6.4. Connecting Party, at its own expense, must bear cost for any additional GMU equipment or work required for connection of Connecting Party's System to GMU's Electric System and to meet all requirements set forth in this Agreement, including any equipment that is installed on GMU's system, and owned by GMU. This also includes any engineering work that exceeds the scope of pure engineering review based on the criteria set forth in this document. These costs when applicable are described in Exhibit A of the GMU Accepted Interconnection Application. At its sole expense, Connecting Party must: 1) obtain all necessary electrical permit(s) for the installation of Connecting Party's System and have a licensed electrician perform the work, and 2) obtain and maintain any governmental authorizations or permits that may be required for the operation of the Connecting Party's System. Connecting Party must reimburse GMU for any and all losses, damages, claims, penalties, or liability GMU incurs as a result of Connecting Party's failure to obtain or to maintain any governmental authorizations and permits that may be required for construction and operation of Connecting Party's System.

6.5. Connecting Party or its contractor must have received full Approval and Acceptance by GMU of the Interconnection Application contained in Exhibit A. Connecting Party must construct the Connecting Party's System as specified in Exhibit A.

7. WRITTEN AUTHORIZATION REQUIRED TO CONNECT THE CONNECTING PARTY'S SYSTEM

7.1. **Connecting Party may not connect the Connecting Party's System to GMU's Electric System until:** 1) this Agreement has been executed by the parties, 2) the Connecting Party's

System has been tested, 3) a signed, written GMU authorization to connect the Connecting Party's System has been given to Connecting Party by GMU, and 4) a certified electrician has performed the work and the GMU-approved electrical inspector has approved the installation. GMU may have GMU representatives present, at GMU's discretion, at the initial testing/commissioning of Connecting Party's System and may perform (at its own expense) whatever testing of Connecting Party's System that GMU deems necessary to meet the requirements detailed in this document. Within 10 business days after notice from Connecting Party that the Connecting Party's System is ready for interconnection to GMU's Electric System, GMU will inspect the Connecting Party's System and will provide a written authorization to connect the Connecting Party's System or a statement that the Connecting Party's System may not be interconnected because of non-compliance with this Agreement.

7.2. After written authorization to connect the Connecting Party's System to GMU's Electric System has been given, Connecting Party shall make no changes or modifications in the Connecting Party's System or of its mode of operation without the prior written approval of GMU. Connecting Party acknowledges electricity can be dangerous and that serious injury to persons, including death, and damage to property could result from unauthorized changes or modifications to Connecting Party's System. Connecting Party bears all responsibility and liability for any damages occurring to Connecting Party, GMU's Electrical System, and any person from Connecting Party's unauthorized modification or change to the Connecting Party's System.

7.3. The extent of the initial testing will be determined at an earlier meeting between Connecting Party and GMU and will stay in effect as long as Connecting Party does not modify the system in any way as represented in Exhibit A.

8. LOCATION OF SYSTEM

The Connecting Party's System shall be installed at Connecting Party's premises located at in the physical location specified or depicted in the attached Exhibit A. Connecting Party cannot relocate the Connecting Party's System to another premises or physical location without the prior written approval of GMU. In the event that such approval is given, any relocation and installation of the Connecting Party's System will be at Connecting Party's sole expense.

9. SAFETY

Connecting Party agrees to install, operate and maintain the Connecting Party's System in a safe and prudent manner and in conformance with all applicable laws, codes and regulations including, but not limited to, those contained within Section 4 above. Connecting Party is encouraged to notify GMU of any maintenance of the system and keep detailed records of all maintenance, which may be reviewed by GMU.

10. INDEMNIFICATION

Connecting Party acknowledges that improper handling of electrical systems is VERY DANGEROUS, and the POTENTIAL HARM INCLUDES RISK OF SERIOUS BODILY INJURY, DEATH OR PROPERTY DAMAGE.

THE CONNECTING PARTY SHALL INDEMNIFY AND DEFEND GMU AND GMU'S DIRECTORS, OFFICERS, COUNCIL MEMBERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS, DAMAGES AND EXPENSES; INCLUDING REASONABLE ATTORNEY'S FEES, TO THE EXTENT RESULTING FROM THE CONNECTING PARTY'S NEGLIGENT INSTALLATION, OPERATION, MODIFICATION, MAINTENANCE, OR REMOVAL OF ITS DISTRIBUTED GENERATION FACILITY OR INTERCONNECTION FACILITIES, OR THE CONNECTING PARTY'S WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT. GMU SHALL INDEMNIFY AND DEFEND THE CONNECTING PARTY'S DIRECTORS, OFFICERS, COUNCIL MEMBERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS, DAMAGES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, TO THE EXTENT RESULTING FROM GMU'S NEGLIGENT INSTALLATION, OPERATION, MODIFICATION, MAINTENANCE, OR REMOVAL OF ITS INTERCONNECTION FACILITIES OR ELECTRIC DISTRIBUTION SYSTEM, OR GMU'S WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT. THE CONNECTING PARTY SHALL AGREE TO INSURE GMU AND ITS REPRESENTATIVES AGAINST LIABILITY FOR ANY INJURIES OR DAMAGES CAUSED BY THE OPERATION OF THE CONNECTING PARTY'S EQUIPMENT OR BY ANY FAILURE OF THE CONNECTING PARTY TO MAINTAIN SUCH EQUIPMENT IN SATISFACTORY OR SAFE OPERATING CONDITION.

11. LIMITATION OF LIABILITY

EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING FROM ANY ACT OR OMISSION IN ITS PERFORMANCE OF THIE AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF DIRECT DAMAGE ACTUALLY INCURRED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNATIVE DAMAGES OF ANY KIND WHATSOEVER, PROVIDED THAT IN NO EVENT SHALL DEATH, BODILY INJURY OR THIRD-PARTY CLAIMS BE CONSTRUED AS INDIRECT OR CONSEQUENTIAL DAMAGES.

12. INSURANCE

THE CONNECTING PARTY IS REQUIRED TO OBTAIN INSURANCE COVERAGE PRIOR TO COMMENCING CONSTRUCTION AND EXECUTING THIS AGREEMENT. THE CONNECTING PARTY SHALL PROVIDE GMU WITH PROOF THAT IT HAS A CURRENT HOMEOWNER'S INSURANCE POLICY OR OTHER GENERAL LIABILITY POLICY. THE CONNECTING PARTY SHALL MAINTIAN IN FULL FORCE AND EFFECT, GENERAL LIABILITY INSURANCE FOR PERSONAL INJURY AND PROPERTY DAMAGE OF $200,000 PER OCCURRENCE FOR FACILITIES UP TO AND INCLUDING 10 KW RATED CAPACITY AND AN ATTITIONAL $100,000 FOR EACH 10KW OF RATED CAPACITY, OR INCREMENT THEREOF, ABOVE 20KW. IN THE EVENT THAT THE CONNECTING PARTY FAILS TO MAINTAIN THE INSURANCE COVERAGE REQUIRED BY THIS AGREEMENT, GMU HAS THE RIGHT TO TERMINATE THIS AGREEMENT, IMMEDIATELY TERMINATE THE FACILITY INTERCONNECTION AND REQUIRE THE CONNECTING PARTY TO

PERMANENTLY DISCONNECT THE FACILITY FROM THE DISTRIBUTION SYSTEM. GMU SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THE REQUIRED POLICIES OF INSURANCE. THE CONNECTING PARTY SHALL PROVIDE A CERTIFICATE OF INSURANCE DOCUMENTING THE REQUIRED COVERAGE AS SET FORTH TO GMU AND THE CERTIFICATE SHALL BECOME A PART OF THIS AGREEMENT. AUTOMATIC NOTIFICATION TO GMU MUST BE ESTABLISHED FOR BOTH ANNUAL RENEWALS AND, IF APPROPRIATE, ANY TERMINATION OF SUCH INSURANCE.S

13. RENEWABLE ENERGY PROGRAMS

Connecting Party is encouraged to contact GMU in regards to renewable energy programs. The GMU's contact information is as follows:

City of Guttenberg
502 S 1st St.
PO BOX 580
Guttenberg IA 52052

14. ACCESS TO PREMISES

Connecting Party shall allow access to its premises and to the Connecting Party's System by GMU personnel in accordance with the GMU Service Rules: (i) to inspect Connecting Party's System, (ii) to read and to replace meters; (iii) to open the load-break disconnect switch, and (iv) to disconnect the interconnection facilities at GMU meter or transformer.

Access to meters shall be free of interference of any kind by any animal or any obstruction that could jeopardize the safety of a GMU employee. All new meter installations must have four foot clear frontal approach with a minimum of seven feet of headroom, and a two foot clear lateral working area from any part of the meter enclosure or any obstacle. The top of the overhead meter sockets must be installed between four feet six inches (4'6") and six feet six inches (6'6") above the finished surface grade. Underground meter sockets must be installed so that the ground line on the meter socket is within six inches of final grade.

15. DISPUTE RESOLUTION

Should a dispute arise between the parties with regard to the Service provided under this Agreement, any such dispute may be reviewed and resolved in accordance with the Dispute Resolution Procedure as provided in GMU Electric Tariff and GMU Electric Service Rules, Utilities Rules and Regulations.

16. NOTICES AND OTHER COMMUNICATIONS

Except as otherwise expressly provided in this Agreement or as may be specified by the parties in writing, any notice or other communication required under this Agreement must be in writing by mail, messenger, facsimile, or by other electronic means. Any such notice or other communication must be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Connecting Party:	Name:
Title:	
Address:	
Phone:	
Fax:	
Email:	

If to GMU:	Name:
Title:	
Address:	
Phone:	
Fax:	
Email:	

17. ENTIRE AGREEMENT

This Agreement, together with all attachments including, but not limited to Interconnection Application (Exhibit A); Engineering Review Schedule, Installation and Commissioning Checklist; and Interconnection Application Response, each of which is incorporated in this Agreement by this reference, constitutes the entire agreement between the parties and supersedes all previous written or oral communications, understandings, and agreements between the parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both parties. Email and all other electronic (including voice) communications from GMU in connection with this Agreement are for informational purposes only unless explicitly stated. No such communication is intended by GMU to constitute either an electronic record or an electronic signature or to constitute any agreement by GMU to conduct a transaction by electronic means. Any such intention or agreement is expressly disclaimed. Any changes to the proposed scope during the submittal and approval processes of the Connecting Party's System may require a new Agreement be submitted by Connecting Party.

18. SEVERABILITY

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

19. GOVERNING LAW, VENUE, AND OPEN RECORDS

This Agreement shall be governed by the laws of the State of Iowa. Any suit regarding this Agreement must be brought in the Iowa District Court for Clayton County or the Federal District Court for Northern District of Iowa in Cedar Rapids, Iowa.

The parties acknowledge that GMU is subject to applicable open records laws for Iowa public entities. Certain information regarding this Agreement may be subject to public inspection or disclosure.

20. NO ASSIGNMENT BY CONNECTING PARTY

Connecting Party may not assign any right or obligation under this Agreement or subcontract or delegate any portion of the services to any other person or entity without GMU's prior written consent.

21. ATTORNEYS FEES

If a suit or action is instituted by GMU in connection with the collection of any unpaid fees or expense due GMU under this Agreement, Connecting Party agrees to pay or reimburse GMU for attorney fees, court costs, and other expenses incurred by GMU in any such collection action or proceeding.

22. EFFECT OF WAIVER

Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver, or prejudice the party's right to require strict performance of the same provision in the future, or any other provision.

23. SURVIVAL OF TERMS

The following shall survive the expiration or termination of this Agreement: (i) claims of one party against the other party that have accrued, in accordance with this Agreement, prior to the effective date of such expiration or termination; (ii) covenants of indemnity provided in this Agreement; and (iii) all covenants and agreements to be performed and/or observed by Connecting Party under this Agreement after the expiration or termination of this Agreement or which by their nature survive such expiration or termination.

24. AUTHORIZATION TO EXECUTE AGREEMENT

The person executing this agreement on behalf of a party has full corporate and/or organizational authority to enter into this Agreement, and to bind the party it represents to the Agreement. Each party has the authority to enter into and perform this Agreement.

25. EXECUTION TO COUNTERPARTS

This Agreement may be executed in any number of counterparts, and all counterparts taken together shall be deemed to constitute one and the same instrument and shall be effective when GMU and Connecting Party have each signed a copy thereof (whether the same or different copies). Facsimile or other mechanically reproduced signatures are intended by the parties to have the same effect as handwritten signatures for all purposes under this Agreement.

26. ACKNOWLEDGEMENTS REGARDING AGREEMENT

By signing below, Connecting Party acknowledges that it understands the terms of this Agreement and that Connecting Party may not connect the Connecting Party's System to GMU's Electric System until Connecting Party has received written authorization to connect from GMU. Within 10 business days after receiving notice from Connecting Party that the Connecting Party's System is ready for interconnection, GMU will inspect the Connecting Party's System and will provide a written authorization to connect the Connecting Party's System or a statement that the Connecting Party's System may not be interconnected because of non-compliance with the requirements set forth in this Agreement.

Should the Connecting Party not be the owner of the real-estate, or the Connecting Party is not the entity stated on the GMU electric account then the Connecting Party shall acquire the other affected party's acknowledgement of this agreement by both parties sign and dating below:

CONNECTING PARTY
Signature: ______________________________________
Printed Name: ___________________________________
Address: _______________________________________
Electric Utility Account #: _______________________
Company if applicable: __________________________
Date: ____

AFFECTED PARTY
Signature: ______________________________________
Printed Name: ___________________________________
Address: _______________________________________
Electric Utility Account #: _______________________
Company if applicable: __________________________
Date: ____

27. AUTHORIZATION

Connecting Party's System may be connected to Guttenberg Municipal Utilities Electric System. Connecting Party's System is authorized to connect the Connecting Party's System to the Guttenberg Municipal Utilities Electric System, subject to GMU's inspection and acceptance of the installation of the system in congruence with Exhibit A.

THE DULY AUTHORIZED REPRESENTATIVES of the parties have signed three originals of this Agreement.

CONNECTING PARTY
Signature: ______________________________________
Printed Name: ___________________________________

Address: ______________________________________
Electric Utility Account #: ____________________
Date: ____

LICENSED ELECTRICIAN TO PERFORM THE WORK
Signature: ____________________________________
Printed Name: _________________________________
Address: _____________________________________
Company if applicable: _________________________
Date: ____

GUTTENBERG MUNICIPAL UTILITIES
Authorized Signature: ___________________________
Printed Name: _________________________________
Title: ____
Date: ____

Exhibit A

City of Guttenberg

Guttenberg Municipal Utilities (GMU) Interconnection Application – Inverter Based Distributed Generation

The first step in the process of interconnecting downstream of the meter, inverter-based generation consists of submission of this Application by the Connecting Party to GMU, and payment of the Engineering Review Application Fees pursuant to the GMU Engineering Review Fee Schedule. GMU will then review all of this application, and then provide written notice of either:

- Acceptance of Application
- Request for Resubmittal of Application, with Comments
- Denial of Application

Upon GMU Acceptance of the Application, the Connecting Party then can pursue the execution of the Interconnection Agreement which will reference the information presented in this Application as Exhibit A. Upon acceptance of this Application, and formal execution of an Interconnection Agreement, GMU requires access to inspect installation of Connecting Party's system. Connecting Party shall obtain written acceptance of its system installation by GMU prior to enabling parallel operation of Connecting Party's generation system with GMU system.

Please note that Guttenberg Municipal Utilities only allows generation from customers to be connected to the GMU utility infrastructure if 1) the generation is used to offset energy used, 2) the balance of energy (energy generated less consumed) pushed back to GMU's Electric System is credited on a GMU avoided cost basis under the GMU tariff, and 3) the energy pushed back to GMU's system is settled on a monthly basis (no energy credit carry forward).

In the event of a Request for Resubmittal of Application, GMU will provide comments indicative of the reasoning for required Resubmittal.

Interconnection Application review consists of an examination of the impact of Connecting Party's proposed system on GMU system operation, and examination of additional cost impacts to ensure safe and reliable operation of this system.

The sections/components of this application are:

1. **General Information:** This section shall include information on general system characteristics and the parties involved throughout the design and interconnection process.

2. **Written Description of System** – Please be as detailed as possible. This can include background on proposed size and capacity of system, anticipated unique physical or siting requirements, experience of installation/project development resources, and proposed project timeline, among others.

3. **Generator Information Description** – This section shall include information on the proposed generator and inverter for the installation.

4. **Drawing Attachments** – This section shall include detailed attachments demonstrating a *One-Line Diagram*, a *Site Plan*, and in cases with any automatic operation of equipment that is not explicitly detailed within UL or IEEE requirements, a *Sequence of Operation*. Example documents are included. Ensure that level of detail is sufficient to communicate what equipment is new, existing, and all relevant equipment criteria.

5. **Warning Placard Labels** – This section shall include the intended description for the warning placard that is required on visible, lockable AC Disconnects for the new Electrical Generation source, as well as for the warning placard required if disconnect is not located within 10 feet and within line-of-sight of GMU meter.

1. General Information:

Application conveys intent of______________________________, herein referred to as 'Connecting Party,' to interconnect Renewable Energy behind the Meter Electrical Generation with GMU's System. Date of Application: ________________________________

Connecting Party:

Name: ____________________ Contact Person: ____________________
Address: ____________________ Phone: ____________________
____________________ GMU Account #: ____________________
____

Project Developer, Consulting Engineer, Contractor, or Electrician:

Name: ____________________ Contact Person: ____________________
Address: ____________________ Phone: ____________________
____
____

Ownership and Possession

Is the owner of the distributed resource also the owner of the property where the distributed resource is located?	Yes	No
If no, then please list the name of the entity that owns the property		
Legal Name	If No -	
Type of Entity	If No -	
Is the Legal Name of the Owner of the Renewable System the same name as listed on the electric bill for this account?	Yes	No
If no, then what is the legal relationship between the Owner of the Renewable System and the Customer listed on the Electric Bill?		

General Project Information

Solar Application Only?	Yes	No
Wind Application Only?	Yes	No
Solar and Wind Application?	Yes	No
Addition to an Existing System/Building?	Yes	No
or New (Greenfield) Project?	Yes	No
Will the System have Battery Backup?	Yes	No

2. Written Description of System:

Please provide background on proposed size and capacity of system, anticipated unique physical or siting requirements, experience of installation and project development resources, and proposed project timeline:

3. Generator Information Description:

Number of Units: ________

Manufacturer:____

Type (Inverter):____

Fuel Source Type (Solar, Natural Gas, Wind, etc.):______________________________

Kilowatt Rating (95 F at location):____

Kilovolt-Ampere Rating (95 F at location):___________________________________

Power Factor:____

Voltage Rating:____

Ampere Rating (Capacity):____

Number of Phases:____

Max Fault Current:____

Frequency: ____

Do you plan to export power:_________Yes_________No

If Yes, maximum amount expected (in Watt or VA):_____________________________

Inverter Pre-Certification Label or Type Number (UL741, IEEE 1547, etc.)____________
**note that the following website lists pre-certified inverters:*
http://www.gosolarcalifornia.org/equipment/inverters.php
GMU requires pre-certified grid-tie inverters in these systems

Expected Energizing and Start-up Date: ______________________________________

Equipment Information (Inverter and generator, e.g. solar panels and wind turbine):

Item	Manufacturer	Model Number

4. Drawing Information

a. Submission of a *one-line diagram* is always required for this application.

Required components of a *one-line diagram* include: all required electrical device characteristics including electrical size/capacity, voltage ratings, number of phases, current ratings, and a clear description of what equipment is new and what is existing. An example *one-line diagram* is shown below.

b. Submission of a *site plan* is always required for this application.

Required components of a *site plan* include: full physical / site layout of system with dimensions when relevant, clearly demonstrated equipment (generator, inverter, GMU meter, and AC disconnect) locations, clearly demonstrated equipment sizes, clearly demonstrated equipment clearances, and clearly denoted new vs. existing equipment in installation. Also, naming of all devices should be clear enough to reference what is shown on the one-line diagram. An example *site plan* is shown below.

c. Submission of a *sequence of operation* is required if you answered yes to the question of whether battery backup is required, ***OR*** if there is any equipment that controls any devices that perform mechanical actuation and are not enclosed in an explicitly defined UL approved enclosure.

Required components of a *sequence of operation* include: detailed description of event stimuli and system operation including GMU initiated, locally (manually) initiated, and remotely initiated events. This includes all relevant breaker, energy storage cycling, generator, and other device operations to clearly describe system operation through all possible system states. It must include paralleling operation of new sources relative to the GMU system.

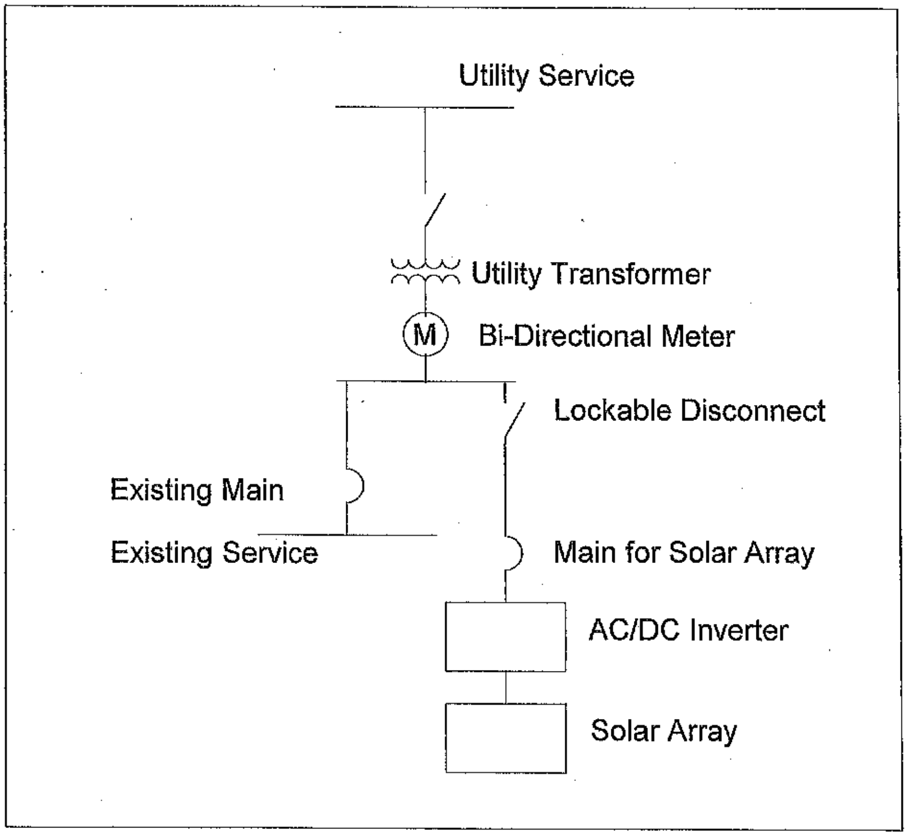

Figure 1 - One Line Diagram Example

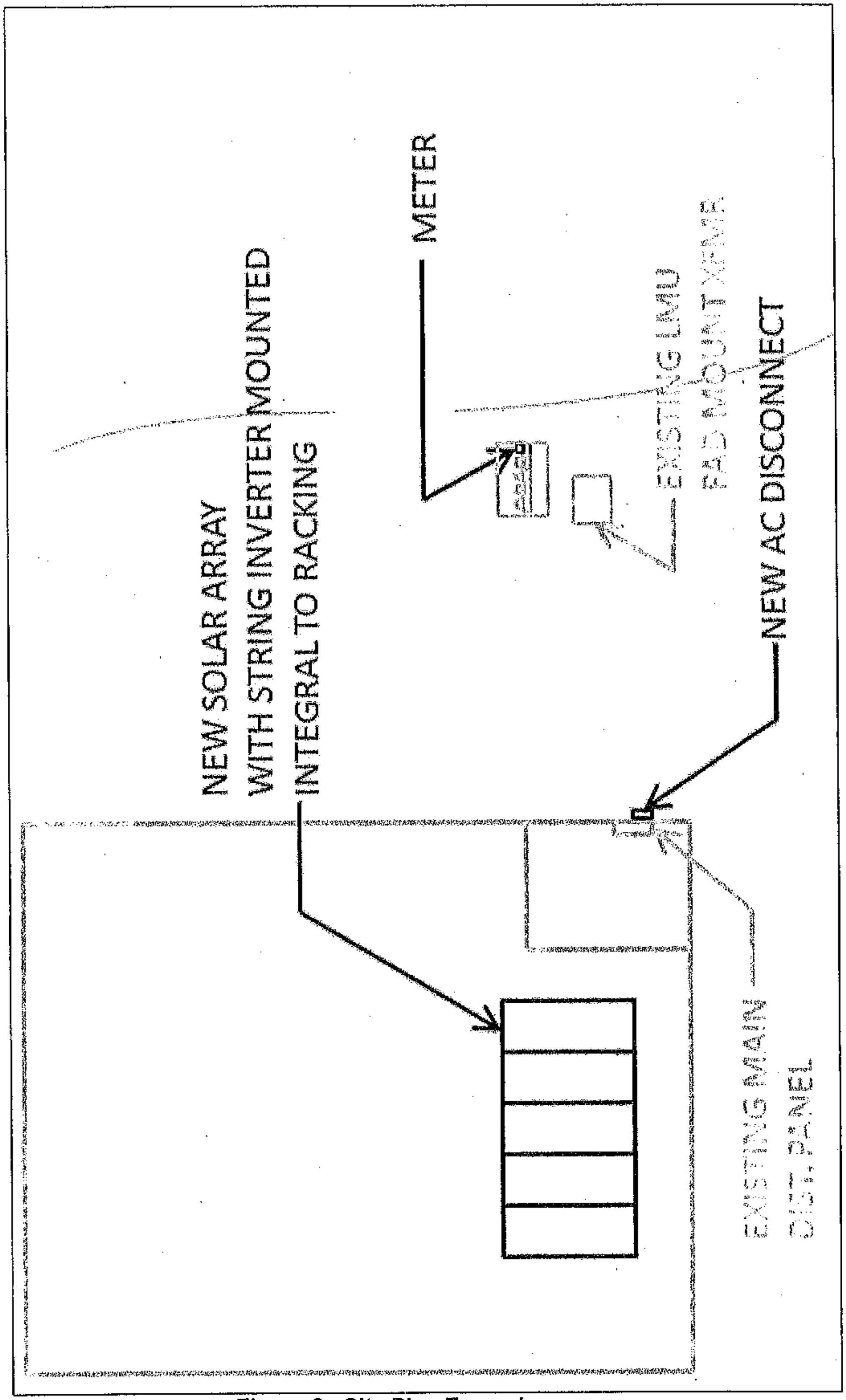

Figure 2 - Site Plan Example

5. Warning Placard Labels:

Please indicate the placard warning language you plan on utilizing on the visible, lockable, AC Disconnect. If multiple disconnects are required, indicate all placard warning languages.

Acceptable Examples:

CAUTION:
Solar Generation
Utility AC Disconnect

CAUTION:
Wind Generation
Utility AC Disconnect

Please indicate the placard warning language you plan on utilizing at the metering location if the visible, lockable, AC Disconnect is located more than 10 feet or out of line-of-sight of the GMU Electrical Meter.

Acceptable Examples:

CAUTION:
Power Supplied to this Service also provided from Distributed Energy Source

CAUTION:
Power Supplied to this Service also provided from Distributed Energy Source

Disconnect located on South Wall