CITY UTILITIES OF SPRINGFIELD, MISSOURI INTERCONNECTION APPLICATION SYSTEMS OVER 100 KW

Instructions

1. Customers applying for a new interconnection or modifying an existing generator system shall complete the application form and attach plans and specifications describing the generating system, parallel generation, and interconnection facilities (hereinafter collectively referred to as the "Customer-Generator System") and submit them to CU at:

Interconnection Application City Utilities of Springfield 301 E. Central P.O. Box 551 Springfield, MO 65802

OR

Email to: EnergyServices@cityutilities.net

- 2. CU will provide written approval or denial of this Application within ninety (90) days of receipt by CU. If denied, the customer will be provided with the reasons for the denial. If approved, this Application shall become a binding contract and shall govern the customer's relationship with CU. **Do not begin construction of the Customer-Generator System until written approval of your application has been received from City Utilities.**
- 3. After receiving approval of this Application, the Customer-Generator System must be constructed in compliance with the plans and specifications described in the Application. After the construction has been completed, the customer must hire a professional electrical engineer registered in the State of Missouri to inspect the Customer-Generator System. The engineer must then complete, sign and seal the "Post-Installation Electrical Inspection" section of the application. The customer must then sign the "Post-Installation Customer-Generator Acknowledgement" section and return the completed Application to CU. CU will provide written notice of acceptance or denial of completed "Post-Installation Electrical Inspection" and "Post-Installation Customer-Generator Acknowledgement" sections. If approved, CU will interconnect the Customer-Generator System to CU's electrical system. If electric service already exists, this will normally be completed within 30 days. In some circumstances, CU may require you to make the interconnection. If the "Post-Installation Electrical Inspection" and/or "Post-Installation Customer-Generator Acknowledgement" sections are disapproved, CU will provide written notification of the reasons for the disapproval.
- 4. If at any point modifications are to be made to the approved system, please follow step 1 above. CU will approve or deny the Application within ninety (90) days of receipt. CU will provide written approval or denial of this Application within ninety (90) days. If denied, the customer will be provided with the reasons for the denial. If approved, this Application shall become a binding contract and shall govern the customer's relationship with CU. Do not begin modification of the Customer-Generator System until written approval of your application has been received from City Utilities.
- 5. Customers assuming ownership or operational control of an existing Customer-Generator System shall complete the Transfer of Ownership form and forward to CU at the address listed above.

CITY UTILITIES OF SPRINGFIELD, MISSOURI INTERCONNECTION APPLICATION SYSTEMS OVER 100 KW

Application Number		
<u>Customer Information</u>		
Name:		
Service Address:		
City:	State:	Zip Code:
Mailing Address (if different from above):		
City:	State:	Zip Code:
Daytime Phone: E-Ma	il	
Emergency Contact Phone:		
CU Account No. (from Utility Bill):		
I have read, understand, and accept the pi		
Name (Print):		
Manufacturer Name Plate (if applicable) AC F	Power Rating: k	xW Voltage; Volts
System Type: SolarWind Bio	mass Fuel Cell	Other (describe)
Inverter/Interconnection Equipment Manufact	urer:	
Inverter/Interconnection Equipment Model No).:	
Are Required System Plans & Specifications	attached? Yes1	No
Existing Electrical Service Capacity:	Amperes Voltage;	Volts
Service Character: Single Phase	_ Three Phase	

Generator Installation Information

Person or Company Installing:			
Contractor's License No. (if applicable):	:		
Approximate Installation Date:			-
Mailing Address:			
City:		State:	Zip Code:
Daytime Phone:	E-Mail		
Person or Agency Who Will Inspect/Ce	rtify Installation _		
The proposed Customer-Generator's S (NESC), National Electric Code (NEC), Underwriters Laboratories (UL) requirer to system type, these requirements incl proposed installation complies with all a requirements of CU. The Customer-Ge disconnect device, accessible to CU. If and accessible disconnect, no redunda Customer-Generator's System has fund overvoltage, undervoltage, overfrequent synchronization to CU's electrical system City Utilities' Power Quality Standards, Customer-Generator's System has an atto supply power when CU's electrical sy Customer-Generator's System is designed energy storage or back -up generation, blocking scheme for this backup source when the electrical system is not energing.	Institute of Elect ments for electric ments for electric lude, but are not applicable local enerator's System the interconnect nt device is need to complete the proposed Service Standard anti-islanding fun system is not enerated to provide ur the proposed Cue that prevents arized or not operation.	crical and Electrocal equipment an limited to, UL 17 electrical codes a is only required ion equipment is ded to meet this ided to meet this ided to meet this ided to meet the code, and overcurd Customer-General cition that prevent gized or operation interruptible powers backflow of potential pormally.	nics Engineers (IEEE) and did their installation. As applicable 41 and IEEE 929-2000. The and all reasonable safety to include one lockable, visible equipped with a visible, lockable, requirement. The proposed ge flicker, DC injection, rent, and to provide for system erator's System must comply with a Regulations. The proposed atts the generator from continuing and normally. If the proposed wer to critical loads, either through tor's System includes a parallel ower to CU's electrical system
Signed (Installer):			_ Date:

Name (Print): _____

Post-Installation Electrical Inspection

I hereby certify that the Customer-Generator's Sys in the "Generator Installation Information" section of		ments noted
Inspector Name (Print):		
Inspector Certification: I am a professional electric	al engineer registered in Missouri;	(initial)
License No	_	
Signed (Inspector):	Date:	
Professional Seal:		
Post-Installation Customer-Generator Acknowledge	ledgement	
I am aware of the Customer-Generator's System in warranty information and/or an operational manual copy of CU's interconnection requirements. I am fa System. I agree to abide by the terms of this Applic Customer-Generator's System in accordance with CU's interconnection standards. If, at any time and Generator's System is operating in an unusual or CU's electrical system, I shall disconnect the Customer-Generator's System until the Customer-Generator's System that in System's output characteristics. I acknowledge that new Application to and approval by CU. I understated lock-out the Customer Generator's System from Cagree not to operate the Customer-Generator's System from Cagree not to operate from Cagree not to operate from Cagree not t	If for that system. Also, I have been provide amiliar with the operation of the Customer cation and I agree to operate and maintain the manufacturer's recommended practiced for any reason, I believe that the Custom defective manner that may result in any disomer-Generator's System and not reconn System is operating normally after repair of the component and way may degrade or significantly alter any such modifications will require submand and agree that CU has the right to discusted the component of the compone	ded with a r-Generator's n the ses as well as ner- isturbances on sect it to CU's or inspection. nents or ter that mission of a connect and ny time. I m until the
Signed (Customer-Generator):	Date:	

Additional Terms and Conditions

This Agreement and Customer-Generator electrical service shall be governed by CU's rules, regulations, and policies and the following specific terms and conditions:

1) Operation / Disconnection

At its sole discretion, CU may disconnect and lock-out the Customer-Generator's System from CU's electrical system at any time in order to maintain safety or power quality or to protect CU's electrical system. The Customer-Generator's System shall permit CU's employees and inspectors access at all times to inspect, test, and examine the Customer-Generator's System.

2) Insurance and Liability

The Customer-Generator agrees to carry no less than \$100,000 of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator System. Insurance may be in the form of an existing policy or an endorsement on an existing policy. Approval of this Application or the plans for or construction of the Customer-Generator System shall not relieve the Customer-Generator of his or her responsibility for the proper installation, operation, maintenance, repair, or inspection of the Customer-Generator System. CU does not, by any such approval or by any inspection, assume any responsibility or liability due to the Customer-Generator System or the Customer-Generator's acts or omissions.

3) Interconnection Costs and Maintenance and Operation

The Customer-Generator shall, at the Customer-Generator's cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for the Customer-Generator's System. The Customer-Generator further agrees to pay or reimburse to CU all of CU's Interconnection Costs. Interconnection Costs are the reasonable costs incurred by CU for: (1) additional metering, and (2) any necessary controls. These Interconnection Costs must be related to the installation of the physical facilities necessary to permit interconnected operation of the Customer-Generator's System with CU's system, including metering equipment required to individually measure both the electric energy produced and the electric energy consumed by the Customer-Generator during each billing period. Interconnection Costs shall not include those costs normally incurred by CU in providing electric service without an interconnection. Upon request, CU shall provide the Customer-Generator with an estimate of CU's Interconnection Costs based upon the plans and specifications provided by the Customer-Generator to CU.

4) Energy Pricing and Billing

CU shall bill and credit Customer-Generator for electric energy according to CU's applicable rate schedules. You may obtain copies of these schedules on request.

All electric energy used at the site, whether from CU or self-generation, will be totalized and billed at the applicable electric service rate, as assigned by CU. The self-generation will then be credited at the Avoided Variable Cost of Energy (AVCE) Rate during each billing period. Any surplus energy during a billing period shall be credited at the AVCE.

5) Term

This Agreement becomes effective when signed by both the Customer-Generator and CU, and shall continue in effect until terminated. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party. Sections D.2, 9, 10, and 11 shall survive termination of this Agreement.

6) Assignment

Customer-Generator shall not assign this Agreement and shall not transfer operational control of Customer-Generator's System without the written consent of CU. Customer-Generator shall notify CU in writing at least thirty (30) days before any proposed assignment of this Agreement or transfer of operational control of Customer-Generator's System. If Customer-Generator is assuming ownership or operational control of an existing Customer-Generator's System, then he or she shall be bound by all previous Applications, requirements, approvals, and denials for such Customer-Generator's System, except as modified herein.

7) Testing Requirement

The Customer-Generator must, at least once every year, conduct a test to confirm that the Customer-Generator's net metering unit automatically ceases to energize the output (interconnection equipment output voltage goes to zero) within two (2) seconds of being disconnected from CU's electrical system. Customer-Generator Systems of 10 kW or less shall not be required to perform this test. Disconnecting the net metering unit from CU's electrical system at the visible disconnect switch and measuring the time required for the unit to cease to energize the output shall satisfy this test. The test must be performed by a professional electrical engineer licensed in the State of Missouri. If the Customer-Generator's equipment fails any test, the Customer-Generator shall immediately disconnect the Customer-Generator's System from CU's system. The Customer-Generator shall maintain a record of the results of these tests and, upon request by CU, shall provide a copy of the test results to CU. CU may immediately disconnect the Customer-Generator's System if (1) the test results show that the Customer-Generator's System is not functioning properly, or (2) the Customer-Generator does not provide a copy of the test results within 30 days of CU's request,. The Customer-Generator's System shall not be reconnected to CU's electrical system by the Customer-Generator until the Customer-Generator's System is repaired and operating in a normal and safe manner.

8) Modifications

Customer-Generator shall not modify the Customer-Generator's System without prior written approval from CU.

9) Indemnification

Customer-Generator shall indemnify, defend, and hold harmless CU, its officers, directors, agents, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of this Agreement caused by Customer-Generator's acts or omissions or by Customer-Generator's System, except to the extent that such claims, etc. are caused by the negligence of CU. This indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Customer-Generator under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10) No Third Party Beneficiaries

This Application is solely for the benefit of the parties hereto and there are no third party beneficiaries of this Application. Nothing contained herein shall create or assume any duty to anyone who is not a party to this Application.

11) Governing Law, Arbitration, and Venue

This Application shall be governed by Missouri law. Any controversy or claim arising out of or relating to this Application shall be settled by arbitration in accordance with the Rules of the American Arbitration Association under its Commercial Arbitration Rules. The venue for all arbitrations arising out of this Application shall be Greene County, Missouri.

12) Entire Agreement

This Application and all written approvals and denials given in connection with it are the entire agreement and supersede all other prior oral and written agreements pertaining to the subject matter hereof. This Application may only be modified by a writing signed by the parties. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.