

CITY OF NIXA
NET METERING SERVICE

Section 1: Applicable Service Territory

Net metering is available in the distribution service territory of the City of Nixa at any point on the existing facilities that have adequate capacity and suitable voltage for delivery of service.

Section 2: Availability of Service

Net metering service is available to any customer that owns and operates a solar, wind, or biomass generating facility or hydrogen fuel cell with a capacity of not more than one hundred (100) kilowatts that is located on the customer's premises, is interconnected and operates in parallel, with the Utility's existing transmission and distribution facilities, and is intended primarily to offset part or all of the customer's own electrical power requirements. This rider is offered in compliance with Consumer Clean Energy Act (386.887, RSMo Supp. 2002) and Missouri Public Service Commission Rule 4 CSR 240-20.065.

Section 3: Definitions

1. Net Metering means measuring the difference between the electricity supplied by Nixa and the electricity generated by an eligible customer-generator and fed back to the electric grid over the applicable billing period.
2. Nixa or City includes the City of Nixa, its electric department and electric system.
3. Customer-Generator is a consumer of electric energy who purchases electric energy from the City of Nixa and is the owner of a qualified net metering unit.

Section 4: Monthly Billing/Rate(s)

1. The electric service charge shall be computed in accordance with the monthly billing the under the customer's effective standard rate schedule. Under this net metering rider, only the kilowatt-hour (kWh) units of a customer-generator's bill are affected.

2. If the electricity supplied by Nixa exceeds the electricity generated by the customer-generator during the applicable billing period, the customer-generator shall be billed for the net billable kWhs supplied by Nixa in accordance with the rates and charges under Nixa's standard rate schedule applicable to the customer.
3. If the electricity generated by the customer-generator exceeds the electricity supplied by Nixa, the customer-generator shall be credited for the net value of the electric energy delivered to Nixa during the applicable billing period at Nixa's avoided cost, with this credit appearing with the customer-generator's bill no later than the following billing period.
4. Nixa's avoided cost to be credited shall be the cost per kilowatt-hour (kWh) of energy received by the City of Nixa Electric Department during the billing period multiplied by the number of kWh registered at the customer-generators meter.

Section 4: Special Conditions

1. The customer- generator must have a signed Standard Interconnection Application/Agreement for Net Metering with Nixa and obtained any required permits.
2. The customer-generator is responsible for all costs associated with its generating facility and is also responsible for all costs related to any modifications to the facility that may be required by the Nixa for purposes of safety and reliability.
3. A net metering facility shall meet all applicable safety and performance standards established by the National Electric Safety Code, the National Electric Code, the Institute of Electrical and Electronic Engineers, and Underwriters Laboratory.
4. The customer-generator is responsible for obtaining liability insurance and such other requirements listed on the Interconnection Application/Agreement for Net Metering.

CITY OF NIXA
INTERCONNECION APPLICATION/AGREEMENT FOR NET METERING
SYSTEMS WITH CAPACITY OF 100 kW OR LESS

For Customers Applying for Interconnection:

To apply for interconnection to Nixa's electrical system, please complete sections A, B, C, and D, and attach plans and specifications describing the net metering, parallel generation, and inter-connection facilities (hereinafter collectively referred to as the "Customer-Generator's System") and submit them to the City of Nixa at:

City of Nixa Building Department
715 W. Mt. Vernon
P.O. Box 395
Nixa, Missouri 65714

You will be provided with an approval or denial of this Application within ninety (90) days of receipt by the City of Nixa. If this Application is denied, you will be provided with the reason(s) for the denial. If this Application is approved and signed by both you and the City, it shall become a binding contract and shall govern your relationship with the Nixa Electric Department.

For Customers Who Have Received Approval of Customer-Generator System Plans and Specifications:

After receiving approval of your Application, it will be necessary to construct the Customer-Generator System in compliance with the plans and specifications described in the Application, complete sections E and F of this Application, and forward this Application to the City of Nixa for review and completion of section G at:

City of Nixa Building Department
715 W. Mt. Vernon
P.O. Box 395
Nixa, Missouri 65714

The City of Nixa will complete the utility portion of section G and, upon receipt of a completed Application/Agreement form and payment of any applicable fees, permit interconnection of the Customer-Generator System to Nixa's electrical system within fifteen (15) days of receipt by Nixa if electric service already exists to the premises, unless the Customer-Generator and Nixa agree to a later date. Similarly, upon receipt of a completed Application/Agreement form and payment of any applicable fees, if electric service does not exist to the premises, Nixa will permit interconnection of the Customer-Generator System to Nixa's electrical system no later than fifteen (15) days after service is established to the premises, unless the Customer-Generator and Nixa agree to a later date.

For Customers Who Are Assuming Ownership or Operational Control of an Existing Customer-Generator System:

If no changes are being made to the existing Customer-Generator System, complete sections A, D and F of this Application/Agreement and forward to the City of Nixa at:

City of Nixa Building Department
715 W. Mt. Vernon
P.O. Box 395
Nixa, Missouri 65714

The City of Nixa will review the new Application/Agreement and shall approve such, within fifteen (15) days of receipt if the new Customer-Generator has satisfactorily completed Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. There are no fees or charges for the Customer-Generator who is assuming ownership or operational control of an existing Customer-Generator System if no modifications are being proposed to that System.

A. Customer-Generator's Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Service/Street Address (if different from above):

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____

Emergency Contact Phone: _____

E-Mail: _____

City of Nixa Account No. from Utility Bill: _____

B. Customer-Generator's System Information

Manufacturer Name Plate AC Power Rating: _____ kW Voltage: _____

Volts System Type: Solar _____ Wind _____ Biomass _____ Fuel Cell _____

Other _____ (describe) _____

Service/Street Address:

Inverter/Interconnection Equipment Manufacturer:

Inverter/Interconnection Equipment Model No.:

Are Required System Plans & Specifications Attached? Yes _____ No _____

Inverter/Interconnection Equipment Location (describe): _____

Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Location (describe):

Existing Electrical Service Capacity: _____ Amperes _____ Voltage: _____
Volts _____

Service Character: Single Phase _____ Three Phase _____

C. Installation Information/Hardware and Installation Compliance

Person or Company Installing:

Contractor's License No. (if applicable):

Approximate Installation Date:

Mailing Address:

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____

E-Mail: _____

Person or Agency Who Will Inspect/Certify Installation:

The Customer-Generators proposed System hardware complies with all applicable National Electrical Safety Code (NESC), National Electric Code (NEC), Institute of Electrical and Electronics Engineers (IEEE) and Underwriters Laboratories (UL) requirements for electrical equipment and their installation. As applicable to System type, these requirements include, but are not limited to, UL 1741 and IEEE 929-2000. The

proposed installation complies with all applicable local electrical codes and all reasonable safety requirements of the City of Nixa. The proposed System has a lockable, visible disconnect device, accessible at all times to Nixa Electric Utility personnel. The System is only required to include one lockable, visible disconnect device, accessible to the Nixa Electric Utility. If the interconnection equipment is equipped with a visible, lockable, and accessible disconnect, no redundant device is needed to meet this requirement.

The Customer-Generators proposed System has functioning controls to prevent voltage flicker, DC injection, overvoltage, undervoltage, overfrequency, underfrequency, and overcurrent, and to provide for System synchronization to Nixa's electrical system. The proposed System does have an anti-islanding function that prevents the generator from continuing to supply power when Nixa's electric system is not energized or operating normally. If the proposed System is designed to provide uninterruptible power to critical loads, either through energy storage or back-up generation, the proposed System includes a parallel blocking scheme for this backup source that prevents any backflow of power to Nixa's electrical system when the electrical system is not energized or not operating normally.

Signed (Installer): _____ Date: _____

Name (print): _____

D. Additional Terms and Conditions

In addition to abiding by Nixa's other applicable rules and regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

1. Operation/Disconnection

If it appears to Nixa, at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator's System is adversely affecting safety, power quality or reliability of Nixa's electrical system, Nixa may immediately disconnect and lock-out the Customer-Generator's System from Nixa's electrical system. The Customer-

Generator shall permit Nixa's employees and inspectors reasonable access to inspect, test, and examine the Customer-Generator's System.

2. Liability

The Customer-Generator agrees to carry no less than \$100,000 (each person/each occurrence) 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. Name the City of Nixa, its officers, boards, commissions, agents and employees as additional insured's. The Customer shall provide a Certificate of Insurance, with the coverage as stated in the agreement, and any endorsements that apply.

3. Interconnection Costs

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 the City of Nixa all of Nixa's Interconnection Costs. Interconnection Costs are the reasonable costs incurred by Nixa for: (1) additional tests or analyses of the effects of the operation of the Customer-Generator's System on Nixa's local distribution system, (2) additional metering, and (3) 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 Nixa's system and shall only include those costs, or corresponding costs, which would not have been incurred by Nixa in providing service to the Customer-Generator solely as a consumer of electric energy from Nixa pursuant to Nixa's standard cost of service policies in effect at the time the Customer-Generator's System is first interconnected with Nixa's system. Upon request, Nixa shall provide the Customer-Generator with a not-to-exceed costs statement for interconnection with Nixa based upon the plans and specifications provided by the Customer-Generator to Nixa.

4. Energy Pricing and Billing

Section 386.887, RSMo Supp. 2002 sets forth the valuation and billing of electric energy provided by Nixa to the Customer-Generator and to Nixa from Customer-Generator. The value of the electric energy delivered to the Customer-Generator shall be billed in accordance with rate schedule(s) Nixa's Applicable Rate Schedules. The value of the electric energy delivered by the Customer-Generator shall be credited in accordance with Nixa's Applicable Rate Schedules.

5. Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and the City of Nixa, and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving Nixa at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Operator's System from parallel operation with Nixa's system. Either party may terminate this Agreement by giving the other party at least thirty 30 days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the Customer-Generator and the City of Nixa. This agreement may also be terminated by approval of the Commission, if there is a change in statute that is determined to be applicable to this contract and necessitates its termination.

6. Transfer of Ownership

If operational control of the Customer-Generator's System transfers to any other party than the Customer-Generator, a new Application/Agreement must be completed by the person or persons taking over operational control of the existing Customer-Generator System. The City of Nixa shall be notified no less than thirty (30) days before the Customer-Generator anticipates transfer of operational control of the Customer-Generator's System. The person or persons taking over operational control of Customer-

Generator's System must file a new Application/Agreement, and must receive authorization from Nixa, before the existing Customer-Generator System can remain interconnected with Nixa's electrical system. The new Application/Agreement will only need to be completed to the extent necessary to affirm that the new person or persons having operational control of the existing Customer-Generator System completely understand the provisions of this Application/Agreement and agree to them. If no changes are being made to the Customer-Generator's System, completing sections A, D and F of this Application/Agreement will satisfy this requirement. If no changes are being proposed to the Customer-Generator System, Nixa will assess no charges or fees for this transfer. Nixa will review the new Application/Agreement and shall approve such, within fifteen (15) days if the new Customer-Generator has satisfactorily completed the Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. Nixa will then complete section G and forward a copy of the completed Application/Agreement back to the new Customer-Generator, thereby notifying the new Customer-Generator that the new Customer-Generator is authorized to operate the existing Customer-Generator System in parallel with Nixa's electrical system. If any changes are planned to be made to the existing Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics, then the Customer-Generator shall submit to Nixa a new Application/Agreement for the entire Customer-Generator System and all portions of the Application/Agreement must be completed.

7. Dispute Resolution

If any disagreements between the Customer-Generator and Nixa arise that cannot be resolved through normal negotiations between them, the disagreements may be brought to the Missouri Public Service Commission by either party, through an informal or formal complaint. Procedures for filing and processing these complaints are described in 4 CSR 240-2.070. The complaint procedures described in 4 CSR 240-2.070 apply only to retail electric power suppliers to the extent that they are regulated by the Missouri public Service Commission.

8. Testing Requirement

The Customer-Generator must, at least once every year, conduct a test to confirm that the Customer- Generators net metering unit automatically ceases to energize the output (interconnection equipment output voltage goes to zero) within two (2) seconds of being disconnected from Nixa's Electrical System. Disconnecting the net metering unit from Nixa'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 Customer-Generator shall maintain a record of the results of these tests and, upon request by Nixa, shall provide a copy of the test results to Nixa. If the Customer-Generator is unable to provide a copy of the test results upon request, Nixa shall notify the Customer-Generator by mail that Customer-Generator has thirty (30) days from the date the Customer-Generator receives the request to provide to Nixa, the results of a test. If the Customer-Generators equipment ever fails this test, the Customer-Generator shall immediately disconnect the Customer-Generators System from Nixa's system. If the Customer-Generator does not provide results of a test to Nixa within thirty (30) days of receiving a request from Nixa or the results of the test provided to Nixa show that the Customer-Generators net metering unit is not functioning correctly, Nixa may immediately disconnect the Customer-Generators System from Nixa's system. The Customer- Generator's System shall not be reconnected to Nixa's electrical system by the customer generator until the Customer-Generators System is repaired and operating in a normal and safe manner.

I have read, understand, and accept the provisions of Section D, subsections 1 through 8 of this Application/ Agreement.

Signed (Customer-Generator): _____ Date: _____

E. Electrical Inspection

The Customer-Generator System referenced above satisfies all requirements noted in Section C.

Inspector Name (print):

Inspector Certification: I am a Licensed Engineer in Missouri ___ or I am a Licensed Electrician in Missouri___ License No. _____

Signed (Inspector): _____ Date: _____

F. Customer-Generator Acknowledgement

I am aware of the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of Nixa's parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturers recommended practices as well as Nixa's interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on Nixa's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to Nixa's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify Nixa no less than thirty (30) days prior to modification of the components or design of the Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to Nixa.

I agree not to operate the Customer-Generator System in parallel with Nixa's electrical system until this Application/Agreement has been approved by Nixa.

Signed (Customer-Generator): _____ Date: _____

G. Utility Application Approval (*completed by the City of Nixa*)

The City of Nixa does not, by approval of this Application/Agreement, assume any responsibility or liability or damage to property or physical injury to persons due to malfunction of the Customer-Generator's System or the Customer-Generator's negligence.

This Application is approved by the City of Nixa on this _____ day of _____ (month), _____ (year).

Signed, City of Nixa Representative: _____

City of Nixa Representative Name (print): _____

NET METER SERVICE RATE

Electric service under this schedule is subject to all rules and regulations
Approved by the City of Nixa.

Applicable to any City of Nixa Electric customer that owns and operates an approved solar, wind, or biomass generating facility or hydrogen fuel cell with a capacity of not more than one hundred (100) kilowatts (kW) that is located on the customer's premises, is interconnected and operates in parallel with the Nixa's existing transmission and distribution facilities, and is intended primarily to offset part or all of the customer's own electrical power requirements. The City of Nixa offers this in compliance with the Consumer Clean Energy Act (386.887, RSMo Supp. 2002).

CONDITIONS OF SERVICE Net Metering is available within the city limits of Nixa at any point on Nixa's existing facilities that have adequate capacity and suitable voltage for delivery of service. A completed and approved Interconnection Application/Agreement for Net Metering is required prior to connection to Nixa's facilities. More information regarding Net Metering can be obtained by contacting the City of Nixa Electric Department.

SPECIAL CONDITIONS

- A. The customer-generator must have a signed Interconnection Application/ Agreement for Net Metering with Nixa.
- B. The customer-generator is responsible for all costs associated with its generating facility, and is also responsible for all costs related to any modifications to the facility that may be required by Nixa for purposes of safety and reliability.
- C. A Net Metering facility shall meet all applicable safety and performance standards established by the National Electric Safety Code, the National Electric Code, the Institute of Electrical and Electronic Engineers, and Underwriters Laboratory.
- D. The customer-generator is responsible for obtaining liability insurance and such other requirements that may be listed in the Interconnection Application/Agreement for Net Metering.

RATE/METHOD OF PAYMENT If the electricity supplied by Nixa exceeds the electricity generated by the customer-generator during the applicable billing period, the customer-generator shall be billed for the net billable kilowatt-hours (kWh) supplied by Nixa in accordance with the rates and charges under Nixa's standard rate schedule applicable to the customer. If the electricity generated by the customer-generator exceeds the electricity supplied by Nixa, the customer-generator shall be credited for the net value of the electric energy delivered to Nixa during the applicable billing period at Nixa's Avoided Cost, with this credit appearing on the customer-generator's bill no later than the following billing period. Nixa's Avoided Cost shall be the cost per kilowatt-hour (kWh) of energy purchased by the City of Nixa Electric Department during the billing period.

Passed by the Nixa Board of Alderman 2009

Effective on all customer bills on and after 2009