

**CITY OF FREDERICKTOWN'S**  
**APPLICATION AND AGREEMENT FOR INTERCONNECTION AND NET**  
**METERING OF SYSTEMS WITH CAPACITY OF 100 Kw OR LESS**

*City Use Only:*  
Received on: \_\_\_\_\_  
By: \_\_\_\_\_

**PROCEDURES:**

**I. Applicants Applying for New Interconnection/Submission of Plans/Specifications.**

Complete Sections A, B, C, D, F and G attaching all required documents, plans, diagrams, etc. as required by the applicable section(s) of this Application and Agreement and return to the City.

If the rated output of the proposed Applicant's System is less than 10 kW, you will be provided with an approval or denial of this Application and Agreement within thirty (30) days of receipt by City. If the rated output of the Applicant System is more than 10 kW, you will be provided with an approval or denial of this Application and Agreement within ninety (90) days of receipt by City. If this Application and Agreement is denied, you will be provided with the reason(s) for the denial.

**II. Applicants Having Received Approval of Application and Submitted Plans/Specifications.**

Construct the Applicant System in compliance with the approved plans and specifications set forth in the Application and Agreement. After construction is finished, complete Section H, and re-submit this Application and Agreement to the City for review and final approval (Section I).

Upon receipt of a completed Application and Agreement (including Section H) and payment of any applicable costs or other aid to construction, City will interconnect the Applicant's System to City's electrical system within fifteen (15) business days if electric service already exists to the premises or no later than fifteen (15) business days after service is established to the premises, unless the Applicant and City mutually agree to a later date.

**III. Applicant Assuming Ownership or Operational Control of an Existing Interconnected Applicant System.**

Complete Sections A, B, C, D, F, G and H attaching all required documents, diagrams, etc. as required by the applicable section(s) of this Application and Agreement and return to City for review and final approval of the City (Section I).

**INTERCONNECTION REQUEST:**

**A. Applicant's Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Service/Street Address (if different from above): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_  
City Account No. (from Electric Bill): \_\_\_\_\_

**B. Applicant's System Information**

Manufacturer's Name Plated Output: AC Power Rating: (rated) \_\_\_\_\_ kW; (max \_\_\_\_\_ 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 Wiring Diagram, System Plans & Specifications attached? Yes \_\_\_ No \_\_\_

Inverter/Interconnection Equipment Location (describe): \_\_\_\_\_

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

Location and Description of Automatic Mechanism to Disable the System and Prevent Back-feed: \_\_\_\_\_

Existing Electrical Service Capacity: \_\_\_\_\_ Amperes Voltage: \_\_\_\_\_ Volts

Service Character: Single Phase \_\_\_ Three Phase \_\_\_

**C. Installation Compliance**

County / City Permit Number (if applicable): \_\_\_\_\_

Person or Company Installing: \_\_\_\_\_

Contractor's License No. (if applicable): \_\_\_\_\_

Approximate Installation Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

**D. Installation Compliance**

Qualified Professional Electrician or Engineer

Who will inspect/certify installation: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**TERMS AND CONDITIONS:**

**E.** In addition to abiding by the City’s ordinances, rules, policies and regulations, Applicant by completing and signing this Application and Agreement, agrees to comply with the following specific terms and conditions.

1. **Required Documentation.** Applicant shall provide a site specific wiring diagram, the plans and specifications describing the net metering, parallel generation, and interconnection facilities (herein collectively referred to as the “Applicant’s System”) and submit them to City as set forth in this Application and Agreement.
2. **Binding Contract.** When this fully completed and executed Application and Agreement receives final approval from City, it shall become a binding contract and shall govern your relationship with City in regard to interconnection and net metering of the Applicant System. All Applications and Agreements receiving final approval from City must be acted upon by the Applicant within one year of the date of approval.
3. **Operation/Disconnection.** If it appears to City that at any time and in the reasonable exercise of its judgment that operation of the Applicant’s System is adversely affecting safety, power quality, or reliability of City’s electrical system, City may immediately disconnect and lock-out Applicant’s System from City’s electrical system. Applicant shall permit City’s employees and inspectors reasonable access to inspect, test, and examine Applicant’s System to determine if same is adversely affecting safety, power quality or reliability of City’s electrical system.
4. **Metering Equipment.** Applicant’s System shall be equipped with sufficient metering equipment capable of measuring the net amount of electrical energy both produced and consumed by the Applicant, either by employing a single, bi-directional meter that measures the amount of electrical energy produced and consumed, or by employing multiple meters that separately measure the Applicant’s consumption and production of electricity.
5. **Costs of Generator System, Additional Metering and Other Equipment.** Applicant shall, at Applicant’s cost and expense, install, operate, maintain, repair and inspect, and otherwise be fully responsible for Applicant’s System. Applicant further agrees to pay or reimburse City for all costs of additional metering beyond the Applicant’s existing meter equipment and any additional distribution equipment necessary for City to interconnect

the Applicant's System. City shall, in its sole discretion, determine the specific type of metering equipment necessary for City to interconnect the Applicant's System.

Upon written request of the Applicant City may initially pay the costs of additional metering and distribution equipment necessary for City to interconnect the Applicant's System. Thereafter, such costs, including a monthly interest charge of 6% on any outstanding balance, shall be repaid by the Applicant to City over the course of the twelve billing cycles following interconnection of the Applicant's System.

Applicant's payment or reimbursement of City's costs for additional metering and other equipment shall be construed as aid to construction only and Applicant will not acquire any ownership interest in meters, wiring, safety devices or other equipment installed by City at Applicant's site.

City may install and maintain, at its expense, load research metering for monitoring the Applicant's energy generation and usage and thereafter use or disclose to others all data collected in any manner deemed appropriate by the City.

6. **Meter Reading.** The meter reading necessary to determine the net amount of electrical energy produced and consumed by the Applicant shall be conducted by the City monthly. The term "monthly" for billing purposes shall mean the period between any two consecutive regular readings by City for the meter(s) at the Applicant's System, such readings to be taken as early as may be practicable every thirty (30) days.

Applicant shall supply, without cost to City, an accessible and suitable location, as mutually agreed to between Applicant and City, for the meter(s) used for billing, load research and emergency disconnection equipment. All meters used for billing, load research, and emergency disconnection equipment shall be accessible at all times to City personnel.

7. **Energy Value and Billing.** Section 386.890 RSMo. (2016) sets forth the method and manner of valuation and billing of electric energy provided by City to Applicant and by Applicant to City.

The value of that amount of electric energy delivered by City and consumed by Applicant in excess of the amount of electric energy generated by the Applicant's System shall be billed in accordance with the City's rate schedule applicable to customers in the same rate class as the Applicant.

The value of that amount of electric energy delivered by Applicant to City's system in excess of the amount of electric energy consumed by the Applicant shall be determined by multiplying the number of excess kWh delivered by Applicant to City by the average monthly avoided fuel cost of City during the billing period. The Applicant shall receive credits equal to the value of the electric energy delivered to City. Credits will be applied to the next billing period following issuance of the credits. The credits shall expire without any compensation at the earlier of either twelve months after their issuance or when the Applicant disconnects service or terminates the net metering relationship with City.

Credits may, at the option of City, be provided to the Applicant by the City's wholesale provider of electric energy.

8. **City's Limited Liability.** With respect to City's provision of electric service to Applicant and the services provided by City pursuant to this Application and Agreement, City's liability shall be limited to claims, losses, costs and expenses that result from City's gross negligence or other willful misconduct, shown by clear and convincing evidence, in connection with the operation or maintenance of its electric distribution system.
9. **No Energy Sales to City.** Applicant agrees that interconnection of the Applicant's System with the City's electrical system does not grant Applicant the right to export power, nor does it constitute an agreement by City to purchase power or wheel Applicant's excess power.
10. **Terms and Termination Rights.** This Application and Agreement becomes effective when signed by all parties hereto, and shall continue in effect until terminated. Thereafter, Applicant may terminate this Application and Agreement at any time by giving City at least thirty (30) days prior written notice. In such event, Applicant shall, no later than the date of termination of the Application and Agreement, completely disconnect Applicant's System from parallel operation with City's electric distribution system. A representative of City shall be present to witness the disconnect of the Applicant's System or thereafter have the right to examine the Applicant's System so as to verify that it has been physically disconnected from City's electrical system. Any party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that another party is in default of any of the terms and conditions of this Application and Agreement, except default by Applicant in payment of their power bill from City, so long as the notice specifies the basis for termination and there is a reasonable opportunity to cure the default. If Applicant is in default because of failure to timely pay their power bill, City may terminate this Application and Agreement upon disconnection of electric service by City to Applicant under City's applicable ordinances and policies. This Application and Agreement may also be terminated at any time by mutual written agreement of the parties hereto.
11. **Transfer of Ownership.** If ownership or operational control of Applicant's System transfers to any party other than Applicant, a new Application and Agreement must be completed by the person or persons taking over ownership or operational control of the existing Applicant's System. City shall be notified in writing no less than thirty (30) days before Applicant anticipates transferring ownership or operational control of Applicant's System. The person or persons taking over operational control of Applicant's System must receive written authorization from City before the existing Applicant System can remain interconnected with City's electrical system.
12. **Maintenance and Operation.** Applicant agrees to maintain their system and facilities in accordance with applicable manufacturer's recommended maintenance schedule and standard prudent engineering practices. Applicant covenants and agrees to operate their system, facilities, and equipment so as to minimize the likelihood for a malfunction or

other disturbance, damaging, or otherwise affecting or impairing City's electrical system. Applicant shall comply with all applicable laws, regulations, zoning, building codes, safety rules and other environmental regulations or restrictions applicable to the design, installation, operation and maintenance of the Applicant's System.

Applicant must, at least once every year, conduct a test to confirm that Applicant's System automatically ceases to energize the output (interconnection equipment output voltage goes to zero) within two (2) seconds of being disconnected from City's electrical system. Disconnecting the Applicant's System from City'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. Applicant shall maintain a record of the results of these tests and, upon request by City, shall provide a copy of the test results to City. If Applicant is unable to provide a copy of the test results upon request, City shall notify Applicant by mail that Applicant has thirty(30) days from the date Applicant receives the request to provide City with the results of a test. If Applicant does not provide City with the test results within the thirty (30) day time period or if the test results provided to City show that Applicant's net metering unit is not functioning correctly, City may immediately disconnect Applicant's System from City's electrical system. If Applicant's equipment ever fails this test, Applicant shall immediately disconnect Applicant's System from City's electrical system. Applicant's System shall not be reconnected to City's electrical system by the Applicant until Applicant's System is repaired and operating in a normal and safe manner. City shall have the right to have a representative present and informed when any such tests are conducted. City does not warrant the testing procedures or results by the presence of its representative.

Applicant is responsible for protecting their equipment from transient high voltage spikes caused by lightning and/or transient low voltage conditions caused by faults or short circuits, and from any other causes or events. Therefore, City shall not be responsible for damage to Applicant's equipment allegedly caused by transient high voltage spikes caused by lightning and/or transient low voltage conditions caused by faults or short circuits or other causes or events.

Applicant agrees to notify City no less than thirty (30) days prior to modification of the components or design of the Applicant's System that in any way may degrade or significantly alter the System's output characteristics. Applicant acknowledges that any such modifications will require submission of a new Application and Agreement to City.

**13. Point of Interconnection.** The interconnection point between the Applicant's System and City's electrical system shall be at the meter(s).

**14. Liability Insurance.** Applicant shall have no less than \$1,000,000 of coverage so long as the Applicant's System is interconnected with City's electrical system so as to provide coverage for all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of Applicant's System.

Applicant shall provide the recommended level of coverage by contracting with a provider of liability insurance licensed to conduct business in the State of Missouri.

Applicant shall annually furnish City with a certificate of insurance evidencing such coverage and naming City as an additional insured.

**15. Applicant's Liability and Indemnification.** Applicant shall assume all liability for and shall indemnify and hold harmless City and its elected officials, directors, officers, managers, employees, agents, representatives, affiliates, successors and assigns from and against any claims, losses, costs and expenses of any kind or character to the extent they result from Applicant's negligence or other wrongful conduct in connection with the design, construction, installation, operation or maintenance of the Applicant's System. Such indemnity shall include, but is not limited to, financial responsibility for monetary losses, reasonable costs and expenses of defending an action or claim, damages related to death or injury, damages to property, and damages for the disruption of business.

**16. Severability.** If any portion or provision of this Application and Agreement is held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Application and Agreement shall remain in full force and effect.

**17. Counterparts.** This Agreement may be signed and executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

**18. Amendments.** The provisions of this Agreement may be amended or changed only by a written Amendment approved by the City.

**19. No Waiver.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**F. Applicant Acknowledgement:**

**I have fully read, understand and accept all provisions, terms and conditions set forth in this Application and Agreement. Furthermore, I agree not to operate the Applicant System in parallel with the City's electrical distribution system until this Application and Agreement has been approved in writing by City.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Applicant

Date: \_\_\_\_\_

\_\_\_\_\_  
Applicant

**G. Pre-Construction Certification.**

I, \_\_\_\_\_ (print name), the undersigned, a professional electrician or professional engineer (please circle one), do hereby certify that:

The Applicant’s 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, IEEE 929-2000, and IEEE 1547-2003. The proposed installation complies with all applicable state regulations, local electrical codes and all reasonable safety requirements of City. The proposed System has a lockable, visible, manual disconnect device, clearly marked “Distributed Generation Disconnect” accessible at all times to City personnel located at the metering point or other location mutually agreed to between Applicant and City. In addition to the one lockable, visible disconnect device, the System has a functioning mechanism that automatically disables the Applicant’s System and interrupts the flow of electricity back onto the City’s distribution system in the event that electrical service to the Applicant is interrupted, thereby preventing the possibility of back-feed.

The Applicant’s proposed System has functioning controls as specified by IEEE and UL standards including, but not limited to, control to prevent voltage flicker, DC injection, over voltage, undervoltage, overfrequency, underfrequency and overcurrent, and to provide for System synchronization to City’s electrical system. The proposed System does have an anti-islanding function that prevents the generator from continuing to supply power when City’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 City’s electrical system when the electrical system is not energized or not operating normally.

Date: \_\_\_\_\_ Printed Name \_\_\_\_\_

(If Applicable) License # \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Issued by: \_\_\_\_\_

**H. Post-Construction Certification.**

I, \_\_\_\_\_ (print name), the undersigned, a professional electrician or professional engineer (please circle one) do hereby certify that the Applicant’s System referenced herein and now fully constructed satisfies all requirements noted in Section G, as set forth above.

Date: \_\_\_\_\_ Printed Name \_\_\_\_\_

(If Applicable) License # \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Issued by: \_\_\_\_\_



**I. Approval of Application and Agreement.** City does not, by approval of this Application and Agreement, assume any responsibility or liability for damage to property or physical injury to persons due to malfunction of Applicant's System or Applicant's negligence.

**This Application and Agreement is approved by:**

CITY OF FREDERICKTOWN

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

