

POST-INSTALLATION ELECTRICAL INSPECTION

I hereby certify that the Customer-Generator's System referenced above satisfies all requirements noted in the "Generator Installation Information" section of this application.

INSPECTOR'S NAME (PRINT): _____

Inspector's Certification: I am (check one): ___ a professional electrical engineer registered in Missouri;
or ___ I am a qualified electrician licensed in Sikeston, Missouri.

LICENSE NO.: _____

SIGNED (INSPECTOR): _____

DATE: _____

I hereby certify that the Customer-Generator's System referenced above satisfies all City of Sikeston requirements noted in the "Generator Installation Information" section of this application.

CODE ENFORCEMENT NAME (PRINT): _____

SIGNED (SIKESTON CODE ENFORCEMENT): _____

DATE: _____

POST-INSTALLATION CUSTOMER-GENERATOR ACKNOWLEDGEMENT

I am aware of the Customer-Generator's System installed on my premises and I have been given warranty information and/or operational manual for that system. Also, I have been provided with a copy of BMU's interconnection requirements. I am familiar with the operation of the Customer-Generator's System. I agree to abide by the terms of this Application and I agree to operate and maintain the Customer-Generator's System in accordance with the manufacturer's recommended practices as well as BMU's Interconnection Standards. If, at any time and for any reason, I believe that the Customer-Generator's System is operating in and unusual or defective manner that may result in any disturbances on BMU's electrical system, I shall disconnect the Customer-Generator's System and not reconnect it to BMU's electrical system until the Customer-Generator's System is operating normally after repair or inspection. Further, I agree to notify BMU no less than thirty (30) days prior to modification of the components or design of the Customer-Generator's 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 to and approval by BMU. I understand and agree that BMU has the right to disconnect and lock-out the Customer Generator's System from BMU's electrical system for any reason, at any time. I agree not to operate the Customer-Generator's System in parallel with BMU's electrical system until the "Post-Installment Electrical Inspection" and "Post-Installation Customer-Generator Acknowledgement" sections of this Application have been approved by SBMU.

SIGNED (CUSTOMER-GENERATOR): _____ **DATE:** _____

NAME (PRINTED): _____

Additional Terms and Conditions

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

1) Operation / Disconnection

Existing Electrical Service Capacity: Amperes:_____ Voltage:_____

At its sole discretion, BMU may disconnect and lock-out the Customer-Generator's System from BMU's electrical system at any time in order to maintain safety or power quality or to protect BMU's electrical system. The Customer-Generator's System shall permit BMU'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. BMU 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. No insurance shall be required for Customer-Generators with Systems of 10 kW or less.

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 BMU all of BMU's Interconnection Costs. Interconnection Costs are the reasonable costs incurred by BMU 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 BMU'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 BMU in providing electric service without an interconnection. Upon request, BMU shall provide the Customer-Generator with an estimate of BMU's Interconnection Costs based upon the plans and specifications provided by the Customer-Generator to BMU.

4) Energy Pricing and Billing

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

5) Term

This Agreement becomes effective when signed by both the Customer-Generator and BMU, 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 1, 3, 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 BMU. Customer-Generator shall notify BMU 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 BMU'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 BMU'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 or a qualified electrician licensed in the City of Sikeston, Missouri. If the Customer-Generator's equipment fails any test, the Customer-Generator shall immediately disconnect the Customer-Generator's System from BMU's system. The Customer-Generator shall maintain a record of the results of these tests and, upon request by BMU, shall provide a copy of the test results to BMU. BMU 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 BMU's request. The Customer-Generator's System shall not be reconnected to BMU'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 BMU.

9) Indemnification

Customer-Generator shall indemnify, defend, and hold harmless BMU, 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 BMU. 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 Scott 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.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized officers or representatives of the Parties as of the day and year stated below.

APPROVED THIS _____ DAY OF _____, 2017

CUSTOMER-GENERATOR

By _____

John Doe, Owner

BOARD OF MUNICIPAL UTILITIES OF THE CITY OF SIKESTON, MISSOURI

By _____

Rick Landers, General Manager