INTERCONNECTION APPLICATION AND AGREEMENT- LEVEL 1 (20KW and less)

GENERAL INSTRUCTIONS

In order to help you participate in Mississippi Power’s Net Metering program, we have attached to these instructions a copy of Mississippi Power Company’s (MPC or the Company) standard Interconnection Application and Agreement for Level 1 (20kW and less) interconnection requests. By completing and submitting this document (and by providing, as necessary, all required supplemental documentation) you may request to participate in Mississippi Power Company’s Net Metering program, as described in greater detail in the materials attached. Upon acceptance into the Net Metering program, applicants will receive formal permission to begin sustained interconnected operation. For safety reasons, you may not begin interconnected operation until this approval has been received. Applicants may be placed on a waiting list if the Net Metering program is fully subscribed.

Mississippi Power Company uses the same standard application for all customers requesting interconnection at a given level, including those not interested in participating in Mississippi Power’s Net Metering program. The attached application will allow you to indicate your interest in the program, or to apply only for interconnection service without participating in the Net Metering program. Certain portions of the application may require the assistance of your contractor or installer to complete.

For all applicants, your application and interconnection is governed by the Mississippi Public Service Commission’s Mississippi Distributed Generator Interconnection Rule (MDGIR). For applicants interested in Net Metering, your application and interconnection is also governed by the Mississippi Public Service Commission’s Mississippi Renewable Energy Net Metering Rule (MRENMR) and Mississippi Power’s Net Metering Rate Rider (RENM). Additional information regarding net metering in Mississippi as well as links to the applicable Mississippi Power Tariffs and Commission Rules are accessible online at www.mississippipower.com.

To initially qualify for Level 1 review, your generator equipment must be (i) inverter-based, (ii) have a nameplate capacity of 20kW or less; and (iii) be Certified according to the MDGIR (see the MDGIR and/or later sections of this application for further information regarding certification).

MPC requires that you submit your Level 1 application at least thirty (30) days before your desired interconnection date. You will be notified within ten (10) business days of submission whether your application is complete or incomplete. If deemed incomplete, you will be asked for additional or clarifying information. When the application is determined to be complete you will be assigned a Queue Number that will establish your position among applicants seeking to qualify for the Net Metering program, or to otherwise interconnect with the MPC grid. Within fifteen (15) business days of determining your application is complete MPC will perform an Interconnection Review, including screens to determine any Adverse System Impacts, and will notify you either that your application is Conditionally Approved, or that your application is denied, along with the reasons for the denial. There are no fees or other charges associated with the processing of a Level 1 application. If your application does not meet the requirements for Level 1, you may resubmit the application under Level 2 or Level 3 procedures.
Final Approval of your application and the associated Interconnection Agreement is subject to (i) your generator equipment and installation being approved by appropriate local code office(s), (ii) receipt by MPC of a completed Certificate of Completion, and (iii) completion by MPC of the Witness Test, as defined in the MDGIR. MPC requires a minimum of 48 hours’ notice from you or your installer to schedule the Witness Test.

In order for you to participate under certain MPC rate riders or tariffs, it may be necessary for MPC to replace your electric meter. MPC will replace your electric meter, if required, within 10 business days after your application and agreement are properly executed. Failure to complete and return any of the required documents could cause a delay in reviewing your application and in providing approval for your project. We look forward to working with you on providing a final approval for your application.

You may submit your package by delivering it to a local Bill Pay Office, by e-mailing your application and agreement to MPCsolar@southernco.com, or by physically mailing to:

Mississippi Power
Attn: Solar Team
2992 W. Beach Blvd.
Gulfport, MS 39501

For additional assistance, please call 1-855-693-8326.
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I. Application

Customer Information

Customer Name (as shown on account)  Service Point Address

Electric Service Account Number(s)  Phone Number

Email Address

Note: For applicants that are not currently a Mississippi Power customer, Company may require proof of site control at the proposed project location in the form of a property tax bill, lease agreement, or other legally binding contract.

Installer Information

Installer Name ____________________________________________

Installer Address _________________________________________

Primary Contact (Project Manager) Name, E-mail, and Phone

__________________________________________________________

Contractor License Number __________________________________

Generator Facility Information

Please list all the inverters/generators that will be interconnected to Mississippi Power Company. For equipment ratings, please use the nameplate rating found on the equipment or in the equipment specifications. It may be helpful to speak with the equipment manufacturer or a qualified contractor before providing the information below. Please attach manufacturer’s specification sheets if available.

Generator Type (Wind, Solar, Biomass, etc.) ________________________________

Inverter(s) / Generator(s) Manufacturer and Model Number ________________________________

Inverter(s) / Generator(s) Rated Output (kW) ________________________________

Total Number of Inverters ________________________________

Does Inverter/Generator meet the requirements of UL Standard 1741? ________________________________

Inverter(s) / Generator(s) Output Voltage Rating ________________________________

Check One: Single Phase________________ Three Phase ________________________________
Complete if requesting interconnection for a solar facility:

Panel Manufacturer and Model No. __________________________________________

Panel Rated Output (watts) ______________________________________________

Number of Panels ______________________________________________________

Total/aggregate System Capacity (kW-dc) ___________________________________

Will system be roof- or ground-mounted? __________________________________

Solar Array Tilt (degrees) _____ Solar Array Azimuth (degrees) _______________

Expected Generator Start-up Date __________________________________________

Additional Information (Not Required) _______________________________________

**Additional Information**

Where possible, please submit a single-line drawing of the installation that includes at minimum the utility meter, interconnection equipment and wiring additions, and existing wiring sufficient to indicate point of interconnection. Although this information need not be submitted in advance, a delay in providing this information may delay the overall interconnection and approval process.
II. Customer Elections

All customers applying for interconnection must accept the applicable terms provided in Section III of this Application. Applicants must also indicate whether they wish to participate in the Net Metering program or Cogeneration and Small Power Production (“CSPP”) rate. If you do not wish to participate in the Net Metering program or CSPP rate, you may still apply for interconnection with Mississippi Power Company, but customers may only pick one option.

- I agree to the terms listed under the heading “III. Agreement” below.¹
  - Yes______ No ______

- Please choose which program you would prefer to participate in (choose only one):
  - RENM, Renewable Energy Net Metering ______
  - CSPP, Cogeneration and Small Power Production ______

I agree to transfer the rights to any Renewable Energy Credits (“RECs”) associated with my proposed Facility to Mississippi Power Company. (By selecting yes, you will be eligible to receive the Non-Quantifiable Expected Benefits Adder as a component of your Total Benefits of Distributed Generation)²

- Yes ______ No ______

If no, please confirm you understand that retaining the RECs associated with your proposed Facility means you will not be eligible to receive the Non-Quantifiable Expected Benefits Adder as a component of your Total Benefits of Distributed Generation

______________ (please initial, if applicable)

Net Metering and CSPP participants must also choose Option A or Option B, as discussed in the net metering and CSPP rate schedules, and residential Net Metering participants may request designation as a low income customer.³ Qualifying as a “low-income customer” for purposes of Mississippi Power’s Net Metering program may enable you to receive a larger payment for excess energy produced by your generating facility than would otherwise be available.

Please check your preferred option: Option A (Seasonal) ______ Option B (Seasonal with Time-of-Day Pricing) ______

I would like to apply for qualification as a “low-income customer” (only available to Net Metering program participants): Yes ____ No ______

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¹ Applicants not requesting to participate in the Net Metering program shall only agree to the General Agreements below.

² An effective transfer of RECs will require that the customer agree not to claim as their own any renewable properties or other environmental benefits or attributes associated with excess generation sold back to Mississippi Power Company under the net metering rate. The customer may communicate that they have installed renewable generation, so long as the customer also clarifies that all of their excess renewable energy is sold to Mississippi Power Company. For more information about renewable energy claims, including claims about “hosting” a renewable energy generation resource, please refer to the Federal Trade Commission’s “Green Guides,” available at: https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/guides-use-environmental-marketing-claims.

³ For purposes of this program, the Public Service Commission defines low-income customers as those whose household income is at or below 200% of the federal poverty level. MPC will verify the income of any customers choosing the low-income designation.
III. Interconnection Agreement

By signing this document, I represent that I understand and agree to the following terms.

**General Agreements**

- **Certificate of Completion.** I understand that I must provide a Certificate of Completion to Mississippi Power Company before my application is approved, which will require that I contact appropriate authorities having jurisdiction for permit and inspections as applicable.

- **Witness Testing.** I agree and understand that I am responsible for coordinating witness testing as necessary between the installer and Mississippi Power Company. Witness tests, as defined by the Commission’s interconnection rule, means “verification (through on-site observation) by the [Electric Utility] that the installation evaluation required by IEEE Standard 1547 Section 5.3 and the Commissioning Test required by IEEE Standard 1547 Section 5.4, have been adequately performed. For Interconnection Equipment that has not been Certified, the Witness Test shall also include the verification by the [Electric Utility] of the on-site design tests as required by IEEE Standard 1547 Section 5.1 and verification by the EU of Production Tests required by IEEE Standard 1547 Section 5.2…”

- **Beginning of Operation.** I agree that I will not begin interconnected operation, other than for the above described testing, of my generating unit until receiving official authorization from Mississippi Power Company to begin doing so.

- **Applicable Laws, Regulations and Policies.** Unless otherwise specifically stated herein, the interconnection service provided to Customer shall be rendered in accordance with the terms and conditions contained herein and all applicable federal and state laws, regulations and rules and the Company’s applicable rules, policies and rate schedules as approved and amended from time to time by the Mississippi Public Service Commission, which are hereby incorporated herein by reference, including but not limited to the Commission’s Mississippi Distributed Generator Interconnection Rule; the Company’s Rules Governing Electric Service and the Southern Company Interconnection Policy.  

- **Term.** This Agreement shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the Company’s applicable rules, regulations and rate schedules.

- **Generator Operation.** In operating its equipment, Customer shall comply, if applicable, with the National Fire Protection Association Code, the American National Electrical Code, the National Electric Safety Code and other applicable code requirements as applied to the Company’s electric system for generating plants owned or operated by the Company. Customer shall have the sole responsibility to, at its sole expense, manage, control, operate and maintain its facilities in accordance with the requirements set forth herein and with good utility practices. Customer’s generator output waveform shall be 60 Hertz, sinusoidal, and free of harmonic components or fluctuations, unacceptable voltage fluctuations and overloads that may interfere with the safe, economic and reliable operation of Company’s electrical and communication system and/or the quality of electric service rendered to other Company customers. Interference determinations shall be made by the Company consistent with generally accepted or prevailing standards in the electric utility

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industry. When required, the Customer shall provide and maintain, at its expense, equipment designed to cure the interference or such other corrective measure that is satisfactory to the Company and consistent with generally accepted or prevailing standards in the electric industry.

- **Inspection Rights.** Company shall have the right to inspect the Customer-owned facilities to ensure compliance with the terms and conditions of this Contract.

- **Temporary Disconnection.** Company shall have the right to temporarily disconnect from the Customer’s generating equipment during any system emergency, as defined in the Commission’s Service Rules or as necessary, in the Company’s discretion, to ensure the safe and reliable operation of the Company’s electric system. The Customer shall install an industry-accepted manually operated and lockable generator disconnect switch located near the service delivery point and which is readily accessible to Company personnel. In the event of a temporary disconnection, Company shall use all reasonable means to notify the Customer prior to disconnecting.

- **Ownership.** Any and all of the electric facilities and equipment installed or constructed by the Company on the Company side of the point of delivery shall remain property of the Company. Any charges paid by the Customer for any facilities or equipment provided by the Company or for any work performed by the Company shall not convey title to the Customer for such facilities and equipment.

- **Limitation of Liability.** It is the responsibility of the Customer to provide for the protection of its equipment from hazards resulting from parallel operation with Company’s electric system. Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage resulting from interconnection to the Company’s facilities or from any loss of service, or delay in providing service.

- **Mutual Indemnity.** Company and Customer, as applicable, mutually agree to pay, protect, indemnify, and hold harmless the other, its parent corporation, any affiliated entity and each of their collective officers, directors, employees, representatives, agents or contractors from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys’ fees and expenses), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from any injury to, or the death of, any person, or any damage to property in any manner growing out of or connected with any negligent or intentional act made in connection with this Agreement on the part of the indemnifying party or any of its agents, contractors, sublessees, licensees, or invitees.

- **Commission Approval.** To the extent applicable, this Agreement is specifically subject and conditioned upon the approval of the Mississippi Public Service Commission.

- **Assignment of Contract.** Customer shall not assign this Agreement without written consent of Company.

- **Remedies.** In the event of default by either party, the non-defaulting party may pursue any and all judicial and administrative remedies and relief available.

- **Non-waiver.** The parties agree that this Agreement does not preclude Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.

- **Additional Provisions.** Additional provisions terms and conditions may be set forth in addenda to this Agreement. Such addenda, when executed by the parties and attached hereto, shall become part of this Agreement and be incorporated as if set forth fully.
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herein. The terms of any such addenda shall be controlling over any conflicting terms set forth herein.

- **Miscellaneous.** A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This Agreement, upon becoming effective, shall cancel and supersede any previously existing agreement covering interconnection by Company to Customer at said premise. This Agreement, those documents incorporated herein by reference and any attachments hereto constitute the entire agreement between the parties. No modification of this Agreement shall be binding unless it is in writing and accepted by Customer and Company. This Agreement shall be governed by the laws of the State of Mississippi.

- **Modifications.** I understand that any modifications to my generator system will require that I file a new interconnection request with Mississippi Power Company.

**Net Metering Agreements**

The following agreements will apply only if applying for the Net Metering program:

- I agree to participate fully in the Renewable Energy Net Metering (RENM) rate tariff, which may include meter fees, and any subsequent amendments approved by the Mississippi Public Service Commission.

- I agree that, in addition to the agreements, rules and policies discussed above, this interconnection agreement and service will be governed by the Commission's Mississippi Renewable Energy Net Metering Rule.

- I agree to cooperate in any efforts by Mississippi Power Company to obtain certifications or to fulfill other administrative steps required to effectively transfer renewable energy credits to Mississippi Power Company (this agreement is applicable only to those customers opting to transfer their RECs).

**SIGNATURE**

I have reviewed all three sections of this document, and all documents referenced and incorporated herein, and agree to the terms listed under the heading “III. Agreement” above.

Name (Print)__________________________________________

Signature _____________________________________________

Date _________________________________________________
LOW INCOME RENTAL PROPERTY ADDENDUM TO MISSISSIPPI POWER COMPANY’S STANDARD INTERCONNECTION APPLICATION AND AGREEMENT FOR RESIDENTIAL NET METERING FACILITIES (for systems 20 kW or less)

This Rental Property Addendum to Mississippi Power Company’s ("MPC" or the "Company") Standard Interconnection Application and Agreement for Residential Net Metering for systems 20 kW or less ("Net Metering Rental Property Addendum") between the Company and ______________________________ ___________________________________________________________ ("Net Metering Facilities Owner") is entered as of the ______________________________ Day of ______________________, 201__ (the “Effective Date”).

WHEREAS, MPC offers net metering for electric service to qualifying customers pursuant to the Company’s Renewable Energy Net Metering rate schedule (RENM), and

WHEREAS, the Net Metering Facilities Owner owns rental property that serves exclusively low income tenants whose household income is at or below 200% of the federal poverty level and also intends to install, own and maintain one (or more) qualifying net metered Distributed Generator Facility ("DGF") at this location of 20 kW or less ("Net Metering Facilities") that is separately, electrically interconnected to each individual rental unit and that otherwise meets the requirements of the applicable rules of the Mississippi Public Service Commission ("MPSC") and the Company's Interconnection Application and Agreement – Level 1; and

WHEREAS, although Net Metering Facilities Owner has executed the Company's Standard Interconnection Agreement for Net Metering Facilities, the Net Metering Facilities Owner's tenants at will take net metering service from Company; and

WHEREAS, Net Metering Facilities Owner and Company wish to memorialize their rights and obligations regarding net metering and such associated Net Metering Facilities at this location subject to the terms and conditions set forth herein;

NOW, THEREFORE, Net Metering Facilities Owner and Company agree as follows:

1. The net metering facility location is rental property with one or more units with the physical address of ______________________________.

2. The Net Metering Facilities Owner (or agent thereof) intends to lease/rent its property including the Net Metering Facilities from time to time exclusively to low income tenants that meet the qualifications described above;

3. When the property or any individual unit located therein, including the Net Metering Facilities is leased/rented to a tenant, the electric service for such property will be billed by the Company to the tenant pursuant to the then-current rates and riders in effect as approved by the MPSC;

4. When any unit within the property including the Net Metering Facilities is not taking electric service from the Company, such related Net Metering Facilities will be de-energized by the Net Metering Facilities Owner pursuant to the Mississippi Distributed Generator Interconnection Rule; the Company’s Rules Governing Electric Service and Electric Generator Interconnection Policy; and/or the Southern Company Interconnection Policy and the Southern Company Power Quality Policy;

5. Net Metering Facilities Owner acknowledges and accepts that net metering for a qualifying DGF is designed for a single meter connection to a single qualifying DGF and that a qualifying DGF cannot be connected to more than one rental property unit net meters;

6. In addition to the terms and conditions of this RENM Rate, the Net Metering Facilities Owner's,
or Net Metering Facilities Owner’s tenant(s), use of Net Metering Facilities and net metering service, if any, shall be in accordance with, among other things, the MPSC approved Net Metering Rules, and the Net Metering Facilities Owner executed Level 1 Standard Interconnection Application and Agreement (for systems 20 kW or less) and all applicable laws, regulations and policies referenced therein.

7. Neither the Company nor the Net Metering Facilities Owner ("Party") shall voluntarily assign its rights nor delegate its duties under this agreement, or any part of such rights or duties, without the written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties including Net Metering Facilities which it owns provided that the assignee in such a sale, merger, transfer assumes directly all rights, duties and obligations arising under this agreement, and such assignor shall be, without further action, released from its obligations hereunder.

IN WITNESS WHEREOF, Net Metering Facilities Owner and Company have executed this agreement through their duly authorized representatives as set forth below:

NET METERING FACILITIES OWNER

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

MISSISSIPPI POWER COMPANY

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________