

DISTRIBUTED GENERATOR INTERCONNECTION APPLICATION AND AGREEMENT - LEVEL 1 (20kW and less)

GENERAL INSTRUCTIONS

Persons interested in submitting a Level 1 (20kW and less) Distributed Generator Facility (“DGF”) Interconnection Request, must complete the attached Mississippi Power Company (“MPC” or the “Company”) Distributed Generator Interconnection Application and Agreement (collectively referenced herein as the “Application”). This Application is required for new installations, modifications to existing interconnected DGF equipment, or changes of ownership or control of existing DGF equipment. Applications may be submitted by a new or existing MPC customer or on behalf of the MPC customer by a customer-authorized installer (“Installer”). If the DGF has a Nameplate Capacity greater than 20kW and less than 2 MW, the DGF Level 2 Interconnection Application must be completed and submitted to MPC. For a DGF with a Nameplate Capacity greater than 2 MW, the Level 3 Interconnection Application must be completed.

The Application and interconnection process are governed by the Mississippi Public Service Commission’s (“MPSC”) Mississippi Distributed Generator Interconnection Rule (“MDGIR”). For persons applying to the Net Metering Program, the Application and interconnection process are also governed by the Mississippi Distributed Generation Rule (“MDGR”) and MPC’s Net Metering Rate Schedule (RENM-2). Service under the RENM-2 Rate Schedule is limited to 3% of the Company’s system peak demand, expressed in kW, as recorded during the calendar year of 2022. Additional information regarding net metering in Mississippi, the MPSC’s Rules, as well as links to MPC’s applicable tariffs, including the RENM-2 Rate Schedule, are accessible online at www.mississippipower.com.

For safety reasons, the MPC customer or Installer shall not begin formal interconnected operation until MPC has (1) deemed the Application accepted and complete, (2) successfully completed a Witness Test, and (3) executed the Certificate of Completion, as provided and required by MPC.

Level 1 Interconnection Applications must be submitted to MPC at least thirty (30) business days before the MPC customer’s desired interconnection date. MPC will notify the MPC customer or Installer regarding the status of the Application within ten (10) business days of receipt of the Application. If the Application is deemed incomplete, the MPC customer or Installer will be asked to provide additional or clarifying information. When the Application is determined to be accepted and complete, MPC will assign the MPC customer a Queue Position that will establish the MPC customer’s position amongst other valid Interconnection Requests for the MPC Electric Distribution System. Within fifteen (15) business days after Company deems the Application as accepted and complete, MPC will perform a review of the Interconnection Request, including screens to determine any Adverse System Impacts and will notify the MPC customer or Installer whether the Application is (1) conditionally approved, or (2) 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 the Level 1 Application is denied, the MPC customer may submit a Level 2 Interconnection Application. If a Level 2 Interconnection Application is submitted, the Queue Position assigned to the Level 1 Interconnection Request shall be retained provided the Level 2 Interconnection Application is submitted to MPC within fifteen (15) business days of notification that the Level 1 Interconnection Application is denied.

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Final approval of the Application is subject to (i) approval of the DGF by appropriate local code office(s), if applicable, (ii) completion by MPC of the Witness Test, as defined in the MDGIR, and (iii) execution by MPC of the Certificate of Completion. MPC requires a minimum 48-hour notice to schedule the required Witness Test of the DGF.

In order to participate under certain MPC programs, rate schedules, or tariffs, it may be necessary for MPC to replace the MPC customer's electric meter. If it is necessary to replace the electric meter, MPC will replace the electric meter within ten (10) business days after final approval of the Application.

If interconnection is not completed within ninety (90) calendar days of the notice of conditional approval, the Application is deemed denied. MPC customer or Installer may request, in writing, an extension of its interconnection installation period, and Company shall not unreasonably withhold the request for additional time. Failure to complete and return any of the required documents could cause a delay in reviewing the Application and in providing approval for the project.

Applications may be submitted on the Company's website, www.mississippipower.com.

I. Application

A. Customer Information

Customer Name (as shown on account)

Service Point Address

Electric Service Account Number(s)

Phone Number

Email Address

Requested In-Service Date: _____

Note: For persons that are not currently an MPC customer, MPC 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.

B. Distributed Generator Facility Information

1. Distributed Generator Facility Installer Information

DGF Installer Name _____

DGF Installer Address _____

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

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Contractor License Number _____

2. Distributed Generator Facility Information

Please list all the inverters/generators that will be interconnected to MPC. 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 (Fossil Fuel, Wind, Solar, Biomass, Battery, etc.) _____

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

Inverter(s) / Generator(s) Rated Output (kW-ac) _____

Total Number of Inverters _____

Does Inverter 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) _____

Additional Information (Not Required) _____

Additional Information

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

Except for Political Subdivisions of the State of Mississippi, all persons applying for interconnection must accept the general agreements provided in Section IV of this Application. Political Subdivisions of the State of Mississippi are bound by the terms of MPC's Public Entity Standard Addendum. Please select the program for which you choose to participate (choose only one):

- RENM-2 (Net Metering Program)

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- Cogeneration Small Power Producer (CSPP)
- None of the Above

I agree to transfer the rights to any Renewable Energy Credits (“RECs”) associated with my proposed DGF to MPC. By selecting yes, you will be eligible to receive the Distributed Generation Value as a component of your Total Value of Distributed Generation.¹

Yes ___ No ___

If “No,” please confirm by initialing below that you understand that retaining the RECs associated with your proposed DGF means you will not be eligible to receive the Distributed Generation Value as a component of your Total Value of Distributed Generation.

_____ (please initial, if applicable)

Net Metering and CSPP participants must also choose Option A or Option B, as discussed in the RENM-2 and CSPP Rate Schedules.

Please check your preferred option:

Option A (Seasonal) _____ Option B (Seasonal with Time-of-Day Pricing) _____

Residential Net Metering participants may request designation as a low-to-moderate income customer.² Qualifying as a “low-to-moderate income customer” for purposes of MPC’s Net Metering Program may enable you to receive a larger payment for excess energy produced by your DGF than would otherwise be available.

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

The Low-to-Moderate Incentive Program guidelines can be found in MPC’s RENM-I rate schedule.³

¹ Customer will sell all energy and related products, including Renewable Energy Credits (RECs) generated by the customer’s renewable generator and not consumed by customer behind customer’s meter. Customer hereby waives any claims to the renewable energy, including all RECS, environmental attributes or other environmental benefits associated with excess energy sold to MPC and acknowledges that, as between customer and MPC, MPC has the exclusive right to claim the renewable energy and all associated environmental benefits or attributes as its own. To comply with this requirement, customer shall not claim as its own any renewable energy, RECs, renewable properties, or other environmental benefits or attributes associated with the excess generation sold to MPC under the net metering rate except as directed to do so by MPC in writing. 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 MPC. 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/news-events/topics/truth-advertising/green-guides>.

² For purposes of this program, the Mississippi Public Service Commission defines Low-to-Moderate Income customers as those whose household income is at or below 225% of the federal poverty level. MPC will verify the income of any customers choosing the Low-to-Moderate Income designation.

³ The RENM-I rate schedule is available at www.mississippipower.com.

III. Incentive Elections

If you have elected in Section II to participate in the RENM-2 rate schedule, please complete this Section III of the application.

Please select one of the below incentives you are electing to receive as described in MPC's RENM-I Rate Schedule.

_____ I qualify as a Low-to-Moderate Income customer. I am electing to receive the one-time \$3,000.00 Low-to-Moderate Income Energy Independence incentive ("LMI Incentive") to assist with the installation of residential renewable Distributed Generation Facilities; or

_____ I am electing to receive the one-time \$2,000.00 Residential Demand Response Battery Incentive ("Battery Incentive") to assist with the installation of a qualifying Battery Energy Storage System ("BESS"); or

_____ I do not wish to receive or am ineligible for the \$3,000.00 LMI Incentive to assist with the installation of renewable Distributed Generation Facilities and I do not wish to receive the \$2,000.00 Battery Incentive to assist with the installation of a qualifying BESS.

If you elected to receive either the LMI Incentive or the Battery Incentive, please choose whether you would like to personally receive the one-time incentive from MPC. Instead of personally receiving the payment of the incentive elected above, you may assign the full amount of the incentive directly to your DGF installer or contractor.

I wish to personally receive the LMI Incentive or the Battery Incentive.

Yes _____ No _____

If you selected "No", please confirm below why you have denied direct payment of the incentive.

I agree to assign my incentive elected above to the installer listed in Section I of this Application. By assigning my incentive to Installer, I understand and acknowledge that I will not directly receive any portion of the incentive eligible to me. _____ (Please initial) I understand and acknowledge that the assignment of my one-time incentive to Installer shall terminate only if the facilities installed by Installer fail to meet Final Approval/ Final Approval is denied. _____ (please initial)

If you elected the LMI Incentive above, please attach the LMI Qualification to your application as well as a W-9 for the person to be paid selected incentive by MPC.

If you elected to receive the Battery Incentive, please acknowledge that you understand that you will be enrolled in a Demand Response Program. _____ (please initial)

I understand and acknowledge that the incentive selected above will not be delivered to me or the DGF installer or contractor until the Company has granted Final Approval of the facilities to be installed in accordance with this Application, MPC has received a completed W-9, and all other requirements under "RENM-I" have been satisfied. _____ (please initial)

IV. Interconnection Agreement

MPC customer understands and acknowledges that this entire document, including the instructions, application, agreement, and the elections therein constitute the Interconnection Agreement. _____
(Please Initial)

By signing this Interconnection Agreement, I understand and agree to be bound by all terms and elections included herein.

General Agreements

1. Witness Testing. I agree and understand that I am responsible for coordinating a Witness Test as necessary between the installer and MPC. Witness Test, as defined by the Commission's MDGIR, 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 ..."
2. Beginning of Operation. I agree that I will not begin interconnected operation, other than for the above-described testing, of my DGF until receiving official authorization from MPC to begin doing so in the form of an executed Certificate of Completion.
3. Applicable Laws, Regulations and Policies. Unless otherwise specifically stated herein, the interconnection service provided to MPC 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 MDGIR; the Company's Rules Governing Electric Service, the Southern Company Operation of Distributed Energy Resource (DER) in Parallel with Distribution System Policy, and the Southern Company Power Quality Policy.⁴
4. 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. In the event electric service at the premises is terminated, this agreement will be terminated and will require submittal of a new Application by the new customer.
5. Change of Control. MPC customer shall notify MPC prior to a change in ownership or control of the DGF.
6. Generator Operation. In operating its equipment, MPC 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 and MPC requirements. MPC 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. If the MPC customer fails to meet these operational requirements, it may lead to the Company disconnecting from the MPC customer's DGF until the acceptable operating conditions are met.

⁴ Applicable Laws, Regulations and Policies can be found at www.mississippipower.com.

7. Inspection Rights. Company shall have the right to inspect the MPC customer-owned facilities to ensure compliance with the terms and conditions of this Agreement.
8. Temporary Disconnection. Company shall have the right to temporarily disconnect from the MPC customer's DGF 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 MPC customer shall install or cause to be installed 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 MPC customer prior to disconnecting.
9. 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 MPC customer for any facilities or equipment provided by the Company or for any work performed by the Company shall not convey title to the MPC customer for such facilities and equipment.
10. Limitation of Liability. It is the responsibility of the MPC 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.
11. Mutual Indemnity. Company and MPC 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.
12. Commission Approval. To the extent applicable, this Agreement is specifically subject and conditioned upon the approval of the Mississippi Public Service Commission.
13. Assignment of Agreement. Unless otherwise explicitly stated herein, MPC customer shall not assign this Agreement without written consent of Company.
14. 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.
15. 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.
16. 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 herein. The terms of any such addenda shall be controlling over any conflicting terms set forth herein.
17. 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 MPC 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 MPC customer and Company. This Agreement shall be governed by the laws of the State of Mississippi.

18. Modifications. MPC customer understands that any modifications to their generator system will require that they file a new Interconnection Request with MPC.

Net Metering Terms

The following terms apply only to MPC customers electing to participate in the Net Metering program.

19. I agree to participate fully in the Mississippi Distributed Generation Rule RENM-2 rate tariff, which may include meter fees, and any subsequent amendments approved by the Mississippi Public Service Commission.
20. I agree that, in addition to the terms, rules and policies discussed above, this Interconnection Agreement and service will be governed by the Commission's Mississippi Distributed Generation Interconnection Rule.
21. I agree to cooperate in any efforts by MPC to obtain certifications or to fulfill other administrative steps required to effectively transfer RECs to MPC (this agreement is applicable only to those customers opting to transfer their RECs).

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY THE CUSTOMER LISTED IN PART I.

Under Mississippi Power Company's (MPC's) privacy policies, which can be found at www.mississippipower.com, MPC generally does not sell or disclose personal information to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

As a condition of interconnection, pursuant to the Mississippi Distributed Generator Interconnection Rule, MPC is required to provide certain data, including but not limited to confidential customer information to the Mississippi Public Service Commission.

SIGNATURE

I, MPC Customer, have reviewed all sections of this document, and all documents referenced and incorporated herein, and agree to the terms listed under the heading "IV. Interconnection Agreement" above.

MPC Customer Name (Print) _____

Signature _____

Date _____