

**TOWN OF APEX
BILATERAL METERING FOR RENEWABLE ENERGY FACILITIES
CREDIT RIDER**

AVAILABILITY

This Rider is available in conjunction with any of the Town's Electric Rate Schedules to Customers who operate a photovoltaic, wind-powered, or biomass-fueled generating system, without battery storage, located and used at the Customer's primary residence or business where a part or all of the electrical requirements of the Customer can be supplied from the Customer's generating system. The rated capacity of the generating system shall not exceed the lesser of the Customer's estimated maximum annual kilowatt demand or 10 kilowatts for a residential system or 100 kilowatts for a non-residential system. The generating system that is connected in parallel operation with service from the Town and located on the Customer's premises must be manufactured, installed, and operated in accordance with governmental and industry standards and must fully conform with the Town's applicable renewable energy interconnecting interface criteria. Customers with qualified systems may apply for NC Green Power credits.

This Rider is available on a first-come, first-serve basis, except that the aggregate capacity of all of the Customer-generators shall not exceed 5% of the Town's retail peak load for the prior calendar year. If a Customer's proposed installation results in exceeding the limit, the Customer will be notified that service under this Rider will not be allowed.

TYPE OF SERVICE

This Rider is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery.

MONTHLY CREDIT

An amount computed under this rider based on the amount of energy delivered to the Town during specific times as stated below.

1. The Customer will receive credit for all **on-peak** kWh's delivered to the Town during the current month at a rate of \$0.095 per kWh. In no case shall the on-peak kWh billed be less than zero.
2. The Customer will receive credit for all **off-peak** kWh's delivered to the Town during the current month at a rate of \$0.041 per kWh. In no case shall the on-peak kWh billed be less than zero.
3. In no event will energy delivered to the Town be used to offset purchases in a different period or a different season.

DEFINITIONS

1. The on-peak and off-peak periods and seasons shall be defined in the applicable time-of-use rate schedule.
 - All participants in the Bilateral Metering For Renewable Energy Facilities Credit Rider that have any Residential Rate Schedule shall use the Residential Service Time-of-Use Rate Schedule to determine on-peak and off-peak times.
 - All participants in the Bilateral Metering For Renewable Energy Facilities Credit Rider that have any Small General Service Rate Schedule shall use the Small General Service Time-of-Use Rate Schedule to determine on-peak and off-peak times.
 - All participants in the Bilateral Metering For Renewable Energy Facilities Credit Rider that have any Medium General Service Rate Schedule shall use the Medium General Service Time-of-Use Rate Schedule to determine on-peak and off-peak times.

- All participants in the Bilateral Metering For Renewable Energy Facilities Credit Rider that have any Large General Service Rate Schedule shall use the Large General Service Time-of-Use Rate Schedule to determine on-peak and off-peak times.

SPECIAL CONDITIONS

1. The Customer must complete any applicable alternative energy interconnection request (“Application”) and submit same to the Town of Apex prior to receiving service under this Rider.
2. The Customer’s service shall be metered with a time of use meter.
3. In the event the Town determines that it is necessary to install a dedicated transformer or other equipment to protect the safety and adequacy of electric service provided to other customers, the Customer shall pay a Monthly Facilities Charge of 2% of the total installed cost of the additional facilities except that the Monthly Facilities cannot be less than \$25.00.
4. The Town reserves the right to test the Customer’s alternative energy generator for compliance with the applicable interface criteria. Should it be determined that Customer’s installation is in violation the Town will disconnect the alternative energy generator from the Town’s distribution system and it will remain disconnected until the installation is brought back into compliance.

CONTRACT PERIOD

The Contract Period for service under this Rider shall be one year and thereafter shall be renewed for successive one-year periods. After the initial period, Customer may terminate service under this Rider by giving at least sixty (60) days previous notice of such termination in writing to the Town.

The Town may terminate service under this Rider at any time upon written notice to Customer. In the event that Customer violates any of the terms or conditions of this Rider, or operates the generating system in a manner which is detrimental to the Town or its customers, service under this Rider may be terminated immediately.

Effective with billing after January 20, 2009.