

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 7th8th Revised Sheet No. 16

Canceling P.S.C. Mo. No. 5 Sec. 4 6th-7th Revised Sheet No. 16

For ALL TERRITORY

NET METERING RIDER  
RIDER NM

**A. Customer-Generator's Information**

Name on Empire Electric Account: \_\_\_\_\_

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

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

Service/Street Address (if different from above): \_\_\_\_\_

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

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

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

Empire Account No. (from Utility Bill): \_\_\_\_\_

If account has multiple meters, provide the meter number to which generation will be connected: \_\_\_\_\_

**B. Customer-Generator's System Information**

Manufacturer ~~Name Plate~~ Nameplate (if applicable) AC Power Rating: \_\_\_\_\_ kW AC  or DCR  (circle one check box)

Voltage: \_\_\_\_\_ Volts

System Type:  Wind  Fuel Cell  Solar Thermal  Photovoltaic  Hydroelectric  Other

(if Other describe on line below)

Inverter/Interconnection Equipment Manufacturer: \_\_\_\_\_

Inverter/Interconnection Equipment Model No.: \_\_\_\_\_

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

Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Distance from Meter: \_\_\_\_\_

Describe the location of the disconnect switch: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Disconnect Switch Manufacturer and Model:

Disconnect Switch Model:

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

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

Total capacity of existing Customer-Generator System (if applicable): \_\_\_\_\_ kW

**System Plans, Specifications, and Wiring Diagram must be attached for a valid application.**

**C. Installation Information / Hardware and Installation Compliance**

Company Installing System: \_\_\_\_\_

Contact Person of Company Installing System: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

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

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

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

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

Person or Agency Who Will Inspect/Certify Installation: \_\_\_\_\_

The Customer-Generator's proposed System hardware complies with all applicable National Electric Safety Code (NESC), National Electric Code (NEC), Institute of Electrical and Electronics Engineers (IEEE), 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, and IEEE 1547. The proposed installation complies with all applicable local electrical codes and all reasonable safety requirements of Empire. The proposed System has a lockable, visible AC disconnect device, accessible at all times to Empire personnel. The System is only required to include one lockable, visible disconnect device, accessible to Empire. If the interconnection equipment is equipped with a visible, lockable, and accessible disconnect, no redundant device is needed to meet this requirement. The Customer-Generator's proposed System has functioning controls to prevent voltage flicker, DC injection, overvoltage, undervoltage, overfrequency, underfrequency, and overcurrent, and to provide for System synchronization to Empire's electrical system. The proposed System does have an anti-islanding function that prevents the generator from

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ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

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continuing to supply power when Empire's electrical system is not energized or operating normally. If the proposed System is ~~designed to provide~~

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For ALL TERRITORY

**NET METERING RIDER  
RIDER NM**

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 Empire's electrical system when the electrical system is not energized or not operating normally.

Signed (Installer): \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_

**D. Additional Terms and Conditions**

In addition to abiding by Empire's other applicable rules and regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

**1) Operation / Disconnection**

If it appears to Empire, at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator 's System is adversely affecting safety, power quality or reliability of Empire's electrical system, Empire may immediately disconnect and lock-out the Customer-Generator's System from Empire's electrical system. The Customer-Generator shall permit Empire's employees and inspector's reasonable access to inspect, test, and examine the Customer-Generator's System.

**2) Liability**

Liability insurance is not required for Customer-Generators of ten kilowatts (10 kW) or less. For generators greater than ten kilowatts (10 kW), the Customer Generator agrees to carry no less than one hundred thousand dollars (\$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's System. Insurance may be in the form of an existing policy or an endorsement on an existing policy. Customer-Generators, including those whose systems are ten kilowatts (10 kW) or less, may have legal liabilities not covered under their existing insurance policy in the event the Customer-Generator's negligence or other wrongful conduct causes personal injury (including death), damage to property, or other actions and claims.

**3) Metering and Distribution Costs**

A Customer-Generator's facility shall be equipped with sufficient metering equipment that can measure the net amount of electrical energy produced or consumed by the Customer-Generator. If the Customer-Generator's existing meter equipment does not meet these requirements or if it is necessary for Empire to install additional distribution equipment to accommodate the Customer-Generator's facility, the Customer-Generator shall reimburse Empire for the costs to purchase and install the necessary additional equipment. ~~At the request of the Customer-Generator, such costs may be initially paid for by Empire, and any amount up to the total costs and a reasonable interest charge may be recovered from the Customer-Generator over the course of up to twelve (12) billing cycles.~~ Any subsequent meter testing, maintenance, or meter equipment change necessitated by the Customer-Generator shall be paid for by the Customer-Generator.

**4) Ownership of Renewable Energy Credits or Renewable Energy Certificates (RECs)**

Except as otherwise provided hereafter, RECs created through the generation of electricity by the Customer-Owner are owned by the Customer-Generator until explicitly transferred to another entity. Nothing in this contract gives Empire any preferential entitlement to the RECs generated by the Customer-Generator's system. Application and receipt of solar rebate(s) in accordance with Sections H & I of this agreement will include the transfer of RECs to Empire.

**5) Energy Pricing and Billing**

The net electric energy delivered to the Customer-Generator shall be billed in accordance with Empire's Applicable Rate Schedules (Tariff Schedule NM). The value of the net electric energy delivered by the Customer-Generator to Empire shall be credited in accordance with the net metering rate schedule(s) (Tariff Schedule NM)

Net electrical energy measurement shall be calculated in the following manner:

- (a) For a Customer Generator, a retail electric supplier shall measure the net electrical energy produced or consumed during the billing period in accordance with normal metering practices for customers in the same rate class, either by employing a single, bidirectional meter that measures the amount of electrical energy produced and consumed, or by employing multiple meters that separately measure the Customer-Generator's consumption and production of electricity;

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**9) Testing Requirement**

IEEE 1547 requires periodic testing of all interconnection related protective functions. 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 Empire's electrical system. Disconnecting the net metering unit from Empire'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 Customer-Generator shall maintain a record of the results of these tests and, upon request by Empire, shall provide a copy of the test results to Empire. If the Customer-Generator is unable to provide a copy of the test results upon request, Empire shall notify the Customer-Generator by mail that Customer-Generator has thirty (30) days from the date the Customer-Generator receives the request to provide to Empire, the results of a test. If the Customer-Generator's equipment ever fails this test, the Customer-Generator shall immediately disconnect the Customer-Generator's System from Empire's system. If the Customer-Generator does not provide results of a test to Empire within thirty (30) days of receiving a request from Empire or the results of the test provided to Empire show that the Customer-Generator's net metering unit is not functioning correctly, Empire may immediately disconnect the Customer-Generator's System from Empire's system. The Customer-Generator's System shall not be reconnected to Empire's electrical system by the Customer-Generator until the Customer-Generator's System is repaired and operating in a normal and safe manner.

I have read, understand, and accept the provisions of Section D, subsections 1 through 9 of this Application/Agreement.

Signed (Customer-Generator): \_\_\_\_\_ Date: \_\_\_\_\_

**E. Electrical Inspection**

The Customer-Generator System referenced above satisfies all requirements noted in Section C.

Inspector Name (Print): \_\_\_\_\_

Inspector Certification: Licensed Engineer in Missouri \_\_\_\_\_ Licensed Electrician in Missouri \_\_\_\_\_

License No. \_\_\_\_\_ ~~- Issuing Authority~~ \_\_\_\_\_

Signed (Inspector): \_\_\_\_\_ Date: \_\_\_\_\_

**F. Customer-Generator Acknowledgement**

I am aware if the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of Empire's parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturer's recommended practices as well as Empire's interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on Empire's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to Empire's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify Empire no less than thirty (30) days prior to modification of the components or design of the Customer-Generator 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/Agreement to Empire.

I agree not to operate the Customer-Generator System in parallel with Empire's electrical system until this Application/Agreement has been approved by Empire.

Signed (Customer-Generator): \_\_\_\_\_ Date: \_\_\_\_\_

**G. Utility Application Approval (completed by The Empire District Electric Company)**

Empire does not, by approval of this Application/Agreement, assume any responsibility or liability for damage to property or physical injury due to malfunction of the Customer-Generator's System or the Customer-Generator's negligence.

This Application is approved by Empire on this \_\_\_\_\_ day of \_\_\_\_\_ (month). \_\_\_\_\_ (year).

Empire Representative Name (Print): \_\_\_\_\_

Signed Empire Representative: \_\_\_\_\_

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For ALL TERRITORY

NET METERING RIDER  
RIDER NM

**MISSOURI SOLAR ELECTRIC REBATE APPLICATION**

**H. Solar Rebate (For Solar Installations only)**

Solar Module Manufacturer: \_\_\_\_\_ Inverter Rating: \_\_\_\_\_ kW

Solar Module Model No: \_\_\_\_\_ Number of Modules/Panels: \_\_\_\_\_

Module Rating: \_\_\_\_\_ DC Watts System rating (sum of solar panels: \_\_\_\_\_ kW

Module Warranty: \_\_\_\_\_ years (circle on spec. sheet) Inverter Warranty: \_\_\_\_\_ years (circle on spec. sheet)

Location of modules: \_\_\_\_\_ Roof \_\_\_\_\_ Ground

Installation type: \_\_\_\_\_ Fixed \_\_\_\_\_ Ballast

System Installation Date: \_\_\_\_\_

Customer E-mail Address: \_\_\_\_\_

Customer Contact Phone Number: \_\_\_\_\_

**Solar electric system must be permanently installed on the applicant's premises for a valid application.**

**Required documents to receive solar rebate (required to be attached for a valid application):**

- Copies of detail receipts/invoices with purchase date circled
- Copies of detail spec. sheets on each component
- Copies of proof of warranty sheet (minimum of 10 year warranty)
- Photo(s) of completed system
- Completed Taxpayer Information Form (IRS Form W-9, Request for Taxpayer Identification Number and Certification)

**MUST BE MAILED TO EMPIRE VIA U.S. POSTAL SERVICE, FEDEX OR UPS**

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For ALL TERRITORY

NET METERING RIDER RIDER NM
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**I. Solar Rebate Declaration (For Solar Installations only)**

I understand that the complete terms and conditions of the solar rebate program are included in the Company's Rider SR – Solar Rebate tariff.

I understand that this program has limited budget, and that application will be accepted on a first-come, first-served basis, while funds are available. It is possible that I may be notified that I have been placed on a waiting list for the next year's rebate program if funds run out for the current year. This program may be modified or discontinued at any time without notice from the Company.

I understand that the solar electric system must be permanently installed and remain in place on premises for the duration of its useful life – a minimum often (10) years, and the system shall be situated in a location where a minimum of eighty-five percent (85%) of the solar resource is available to the system.

I understand the equipment must be new when installed, commercially available, and carry a minimum ten (10) year warranty.

I understand a rebate may be available from the Company on expanded or new solar electric systems that become operational after 12/31/2009. The applicable rebate rate and additional details and requirements can be found in the Company's Rider SR – Solar Rebate.

I understand the DC wattage rating provided by the original manufacturer and as noted in Section H will be used to determine the rebate amount.

I understand if my rebate is six hundred dollars (\$600) or more I will receive a Form 1099. (Please consult your tax advisor with any questions.)

I understand that as a condition of receiving a solar rebate, I am transferring to Company all right, title and interest in and to the solar renewable energy credits (SRECs) associated with the new or expanded System that qualified for the solar rebate and that **the SRECs cannot be sold or promised for sale to any other party or used by customer for any environmental or "green" program for a period of ten (10) years** from the date the Company confirmed that that System was installed and operational.

**(NOTE: Confirmation by the Company that the System was installed and operational does not constitute any warranty or guaranty of fitness for a particular use. The Empire District Electric Company expressly disclaims any and all warranties or conditions of merchantability and fitness for a particular purpose in connection with the customer's solar electric system. The customer is solely responsible for determining the appropriateness of using a qualifying solar electric system, including but not limited to the risk of system operational errors, damage to or loss of property, and unavailability or interruption of System operations. The Empire District Electric Company will not be liable for any direct damages or for any special, incidental, or indirect damages or for any economic consequential damages. The Empire District Electric Company will not be liable for any damages claimed based on a third party claim.)**

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P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 16f

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The undersigned warrants, certifies, and represents that the information provided in this form is true and correct to the best of my knowledge; and the installation meets all Missouri Net Metering and Solar Electric Rebate program requirements.

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Print Installer's Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Installer's Signature

\_\_\_\_\_  
If Applicant is a Business, Print Title/Authority of  
Person Signing on behalf of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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