

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of Ameren Missouri's Request)	
for Variance from Portions of)	File No. ET-2013-
4 CSR 240-20.065.)	

REQUEST FOR APPROVAL OF TARIFF AND FOR VARIANCE

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (Ameren Missouri or the Company), and for its request to approve tariff and grant Ameren Missouri a variance from certain portions of the Commission's Net Metering rules, found in 4 CSR 240-20.065, states as follows:

1. The Missouri Public Service Commission (Commission) recently revised its net metering rules and those revised rules became effective August 30, 2012.
2. Concurrent with this filing, Ameren Missouri is submitting a modified net metering tariff to add in the language required by the Commission's new rules. The Company is requesting several variances to the language required by the rule, specifically to the language of the Interconnection Application/Agreement (contract) which is contained within the rules. In each case, the purpose of each variance is to provide additional clarifying language in the Net Metering Application/Agreement to reduce customer confusion, expedite processing or to better reflect steps required to implement net metering for participating Ameren Missouri customers. The Company is attaching a copy of the revised tariff sheets, including the contract, as Exhibit A to this pleading. This Exhibit shows where each of the variances is requested below and labels them "Variance Request #" to allow the Commission (and others) to more easily identify the changes being requested.

A. Variance Request found on Multiple Sheets of Revised Tariff.

3. Variance Request # 1. The rule calls for the insertion of the utility name in multiple locations throughout the contract. Ameren Missouri requests that the legal name (utility name) be required only the first time in order to identify the utility as Ameren Missouri and that it be allowed to use “Company” in place of utility name throughout the rest of the contract. This is common drafting practice and means that a change in the Company’s operational name would only require a single revision to the tariff instead having to make many revisions and also benefits customers by making the document easier to read.

B. Variance Requests found on Sheet 13 of Revised Tariff.

4. Variance Request # 2. Paragraph two of the contract contains the phrase “plans and specifications.” The Company requests it be allowed to instead use the phrase “manufacturers’ specifications and warranties, schematics and wiring diagrams and complete plans.” This portion of the contract provides an overview of the steps and information needed to complete the contract. The revised wording is a more accurate description of the information the customer will need to provide and calls attention to the need for customers to provide complete information in order to receive approval of their net metering application.

5. Variance Request # 3. On the fourth paragraph of the same page of the contract, the Company requests the addition of the following phrase at the end of the second sentence of this paragraph, “...and, if a local Authority Housing Jurisdiction (AHJ) is applicable, the permit number and approval certification.” Net metering issues are receiving more attention from various code authorities. To the extent that a code

authority has determined that permitting/certification are required, Ameren Missouri needs to collect the permit information so that it does not improperly set meters that have not met the requirements of the AHJ. Variances #11 and #18 are being requested for the same reason.

6. Variance Request # 4. The Company is requesting several changes to the fifth paragraph on the first page of the contract. First, the Company is concerned customers may interpret the phrase “schedule a date” as requiring the Company to set an appointment with the customer. Our work process systems do not have the functionality to support setting an appointment with the customer. Additionally, it is not necessary to set an appointment with the customer in order to install the meter required for net metering. The Company understands the need for us to promptly move to get the work scheduled (for Company personnel, not with customers) once the conditions for doing so have been met.

The Company also requests a variance of the requirement to complete meter installation within 15 days. The proposed tariff language allows thirty days to accomplish this task. The 15 day language is not required by the statute, so the Commission has the ability to authorize this extension. The Company is normally able to accomplish this task within 15 days but there are times when it may not be possible and this variance would allow for that possibility. Additionally, at times when Company personnel have a great deal of customer work to accomplish, the 15 day requirement forces the Company to prioritize net metering work over other customer work.

7. Variance Request # 5. Also on the first page of the contract, under the heading “For Customers Who Are Installing Solar Systems,” the Company requests that

it be allowed to add a sentence which reads, “Please refer to Company’s Rider SR – Solar Rebate for additional details and requirements.” Although the application for a solar rebate has been made a part of the Net Metering Application/Agreement, this sentence adds clarity and helps ensure customers are alerted that there is a separate tariff for the solar rebate.

C. Variance Requests found on Sheet 14 of Revised Tariff.

8. Variance Request # 6. Section A includes “Name on [Utility Name] Electric Account.” Company requests that [Utility Name] be removed as “Name on Electric Account” will be more clear to customers.

9. Variance Request # 7. Section A requests information about the Customer-Generator. Ameren Missouri requests the addition of a line to identify the Electric Account Holder Contact Person. The Company has encountered situations where sending addressed mail to a company without a contact name might result in the mail not being delivered to the correct person within the customer’s organization. This addition will prevent this situation from occurring.

10. Variance Request # 8. In Section B, the Company requests permission to switch the order of AC and DC. Over 90% of the net metering applications we receive are photovoltaic systems, which are DC, so this adjustment places the most common choice first.

11. Variance Request # 9. Similar to Variance #8, the Company asks the Commission to allow it to switch the order of system types so that Photovoltaic (the most common) is listed first.

12. Variance Request # 10. The Company requests permission to place an additional sentence into this portion of the tariff. The sentence reads, “If disconnect switch is greater than 10 feet from electric service meter, describe why an alternate location is being requested.” It is Ameren Missouri’s practice to require the disconnect switch to be in the vicinity to the meter for electric service. Exceptions to the location requirement should be granted if there is reason based upon good engineering practice and to ensure an undue burden is not imposed upon a customer. Without this addition, the Company would have to contact the customer to gather this information, something that takes time and can slow down the processing of the application.

D. Variance Requests found on Sheet 15 of Revised Tariff.

13. Variance Request # 11. The Company requests the deletion of the line in Section C. Installation Information/Hardware and Installation Compliance. The line to be deleted reads, “Person or Agency Who Will Inspect/Certify Installation. This language is no longer necessary, given Variance requests #3 and #18.

14. Variance Request # 12. Also in Section C, the Company would add the language “...located within the vicinity of the Customer-Generator’s electric service meter (except in cases where Company has approved an alternative location.)” This variance acknowledges both the Company’s standard practice and the reality that exceptions to the general rule will occur and so it is a necessary change to reflect these operational realities.

15. Variance Request # 13. In Section C, the Company requests the ability to add a line under the signature line for the installer to print their name. At times, the

signatures are illegible. Adding a printed name will improve the likelihood that the installers name can be read.

E. Variance Request found on Sheet 16 of Revised Tariff.

16. Variance Request # 14. The variance pertains to Section D.2) Liability and is a request to correct what appears to be an oversight in the contract language. 4 CSR 240-20.065(5)(B) requires any contract to include the language, “Absent clear and convincing evidence of fault on the part of Company, Company cannot be held liable for any action or cause of action relating to any damages to property or person caused by the generation unit of a Customer-Generator or the interconnection thereof pursuant to section 386.890.11, RSMo Supp. 2008.” This language does not appear in the contract contained in the rules and clearly it was intended that it should.

F. Variance Requests found on Sheet 17 of Revised Tariff.

17. Variance Request # 15. In Section D.5) Energy Pricing and Billing of the contract, the Company requests permission to replace the language “in accordance with the net metering rate schedule [Utility’s Applicable Rate Schedules]” with the language “the Avoided Fuel Cost Price specified in Section II.C of this tariff.” The contract contemplates a separate tariff for the net metering rate. Ameren Missouri chose to include those rates within the net metering tariff itself. This approach is easier for customers.

18. Variance Request # 16. In the same section, the Company requests authority to replace “customer charges” with “minimum bill as specified by Customer-Generators selected rate.” The “Net Metering & Easy Connection Act” (386.890 RSMo) states in subsection 3, “A retail electric supplier shall: ...(2) Offer to the customer-

generator a tariff or contract that is identical in electrical energy rates, rate structure, and monthly charges to the contract or tariff that the customer would be assigned if the customer were not an eligible customer-generator...” In formulating this rule, it appears that the scenario of a customer that is on a rate with a minimum demand charge was overlooked. This language change provides for that possibility.

19. Variance Request # 17. Similar to Variance Request # 15, this request removes a reference to a separate net metering rate tariff. Accordingly, the Company asks to delete “net metering rate identified in [Utility’s Applicable Rate Schedules]” and instead use “Avoided Fuel Cost Price specified in Section IIc of this tariff.”

G. Variance Request found on Sheet 19 of Revised Tariff.

20. Variance Request # 18. The Company requests the ability to add the language “If a local Authority Housing Jurisdiction (AHJ) governs permitting/inspection of project: Provide Permit Number _____.” This is the same request as Variance Requests # 3 and # 11.

WHEREFORE, Ameren Missouri requests the Missouri Public Service Commission approve the tariff as filed and approve the waivers requested for portions of 4 CSR 240-20.065.

Respectfully submitted,

UNION ELECTRIC COMPANY,
d/b/a Ameren Missouri

/s/ Wendy K. Tatro

Wendy K. Tatro, #60261

Associate General Counsel

Thomas M. Byrne, #33340

Ameren Services Company

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CERTIFICATE OF SERVICE

The undersigned certifies that true and correct copies of the foregoing have been e-mailed or mailed, via first-class United States Mail, postage pre-paid, to the service list of record this 28th day of September, 2012.

General Counsel's Office
Missouri Public Service Commission
P.O. Box 360
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/s/ Wendy K. Tatro _____

Wendy K. Tatro

B. ELECTRIC POWER PURCHASES FROM QUALIFIED NET METERING UNITS

- I. Application. This tariff applies to Union Electric Company d/b/a Ameren Missouri (Company) purchases of electric energy from Qualified Net Metering Units (hereinafter referred to as "Customer-Generator") under the provisions of Section 386.890RSMo. the 'Net Metering and Easy Connection Act'. The Customer-Generator must meet the general technical requirements, testing requirements, and liability requirements listed under the provisions of Section 386.890RSMo. the 'Net Metering and Easy Connection Act', as well as the requirements specified in the Customer-Generators' applicable rate class under the Company's Schedule 5 - Schedule of Rates for Electric Service. Service under this rate shall be evidenced by a contract between Customer-Generator and the Company per the Interconnection Application/Agreement for Net Metering Systems With Capacity of 100 kW or less.

The availability of net metering is limited to those types of generation that have been certified by the Missouri Department of Natural Resources as renewable energy resources and which is intended primarily to offset part or all of the customer-generator's own electrical energy requirements. Net metering cannot be elected in conjunction with "Optional Time-of-Day Rate" service of any of Company's rate schedule.

Company will provide net metering service until the total rated generating capacity used by Customer-Generators is equal to or in excess of five percent (5.0%) of Company's single-hour peak load during the previous year. However in a given calendar year, no retail electric supplier shall be required to approve any application for interconnection if the total rated generating capacity of all application for interconnection already approved to date by said supplier in said calendar year equals or exceeds one percent (1.0%) of said supplier's single-hour peak load for the previous calendar year.

II. Billing.

- a) Energy Pricing and Billing. Each billing period, Company shall measure the net electrical energy produced or consumed and bill the Customer-Generator as follows:
- i. If the electricity supplied by Company exceeds the electricity supplied by the Customer-Generator to Company, Company's bill will reflect the net electricity supplied by Company and the Customer-Generator's current service classification.
 - *ii. If the electricity supplied by Company is less than the electricity supplied by the Customer-Generator to Company, Company's bill will include a credit for the net electricity received by Company in accordance with the Avoided Fuel Cost prices in Section II.c) below.
- b) Minimum Bill
Net metering does not modify or eliminate any customer obligation(s) or billing provision(s) of the Customer's current rate schedule for delivery of electric power and energy such as the Customer Charge or any minimum billing demand (if applicable).

* Indicates Change.

B. ELECTRIC POWER PURCHASES FROM QUALIFIED NET METERING UNITS - (CONTINUED)

* c) Avoided Fuel Cost Price

Summer Rate (Applicable during 4 monthly billing period of June through September): 1.98¢ per kWh

Winter Rate (Applicable during 8 monthly billing periods of October through May): 1.75¢ per kWh

The above rates are updated during each odd-numbered year with the update typically effective February 15.

III. Contract. Whether or not purchases are made by Company under the standard rates, Company shall not be required to make any purchase from Customer-Generator until Company and Customer-Generator have entered into a written contract for such purchases.

IV. All provisions of this tariff are subject to all Commission rules and regulations as may be revised from time-to-time. All terms of the tariff are also subject to the Commission's normal complaint and arbitration procedures.

V. Guideline Technical Requirements for Parallel Operation with the Company's System.

1. Introduction

The minimum technical requirements for safe parallel operation of Customer-Generator's electrical generating facilities with the Company's system are set forth below. These requirements will serve as a guide for Company and Customer-Generator engineering when planning such an installation; however, it is recognized that each installation may have specific requirements other than those set forth herein as a result of each installation's unique nature.

2. General Technical Requirements

A. Protection

- (1) Customer-Generator shall install protective devices capable of detecting fault conditions on both his system and the Company's system. These devices will separate Customer-Generator's system from the Company's system either directly or through an auxiliary device such as a circuit breaker. The separating device must be capable of interrupting the available fault current. The detection sensitivity and operating speed of these devices must be compatible with protective devices on the Company's system.
- (2) The Customer-Generator shall install equipment designed to automatically separate his system from the Company's system upon loss of the normal Company supply.
- (3) The Customer-Generator is responsible for protecting Customer-Generator's equipment in such a manner that faults or other disturbances on the Company's system or on Customer-Generator's system do not cause damage to his equipment.

* Indicates Change.

**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING SYSTEMS WITH
CAPACITY OF 100 kW OR LESS**

Ameren Missouri Address:

One Ameren Plaza
1901 Chouteau Avenue
P.O. Box 66149, MC 1450
St. Louis MO 63103
Att: General Executive, Renewables

***For Customers Applying for Interconnection:**

If you are interested in applying for interconnection to the electrical system of Union Electric Company d/b/a Ameren Missouri (Company), you should first contact Company and ask for information related to interconnection of parallel generation equipment to Company's system and you should understand this information before proceeding with this Application.

Comment [WAM1]: Variance Request #1

If you wish to apply for interconnection to Company's electrical system, please complete sections A, B, C, and D, and attach the plans and manufacturers' specifications and warranties, schematics and wiring diagrams and complete plans including, but not limited to, describing the net metering, parallel generation, and interconnection facilities (hereinafter collectively referred to as the "Customer-Generator's System") and submit them to Company at the address above.

Comment [WAM2]: Variance Request #2

The Company will provide notice of approval or denial within thirty (30) days of receipt by Company for Customer-Generators of ten kilowatts (10 kW) or less and within ninety (90) days of receipt by Company for Customer-Generators of greater than ten kilowatts (10 kW). If this Application is denied, you will be provided with the reason(s) for the denial. If this Application is approved and signed by both you and Company, it shall become a binding contract and shall govern your relationship with Company.

***For Customers Who Have Received Approval of
Customer-Generator System Plans and Specifications:**

After receiving approval of your Application, it will be necessary to construct the Customer-Generator System in compliance with the plans and specifications described in the Application, complete sections E and F of this Application, and forward this Application to Company for review and completion of section G at the address above. Prior to the interconnection of the qualified generation unit to Company's system, the Customer-Generator will furnish Company a certification from a qualified professional electrician or engineer that the installation meets the plans and specification described in the application and, if a local Authority Having Jurisdiction (AHJ) is applicable, the permit number and approval certification. If the application for interconnection is approved by Company and the Customer-Generator does not complete the interconnection within one (1) year after receipt of notice of the approval, the approval shall expire and the Customer-Generator shall be responsible for filing a new application.

Comment [WAM3]: Variance Request #3

Company will complete the utility portion of section G and, upon receipt of a completed Application/Agreement form and payment of any applicable fees, schedule a date for the interconnection of the Customer-Generator System to Company's electrical system to occur within fifteen-thirty (15-30) days of receipt by Company if electric service already exists to the premises, unless the Customer-Generator and Company agree to a later date. Similarly, upon receipt of a completed Application/Agreement form and payment of any applicable fees, if electric service does not exist to the premises, Company will schedule a date for the interconnection of the Customer-Generator System to Company's electrical system to occur no later than fifteen (15) days after service is established to the premises, unless the Customer-Generator and Company agree to a later date.

Comment [WAM4]: Variance Request #4

****For Customers Who Are Installing Solar Systems:**

Upon completion of section H and I, a rebate of \$2/watt up to 25,000 watts (25kW) is available from Company on an expanded or new system that becomes operational after 12/31/2009 with a maximum rebate of \$50,000. Please refer to Company's Rider SR – Solar Rebate for additional details and requirements.

Comment [WAM5]: Variance Request #5

* Indicates Change. ** Indicates Addition.

**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING SYSTEMS WITH
CAPACITY OF 100 kW OR LESS – (CONTINUED)**

***For Customers Who Are Assuming Ownership or Operational
Control of an Existing Customer-Generator System:**

If no changes are being made to the existing Customer-Generator System, complete sections A, D and F of this Application/Agreement and forward to Company at the address above. Company will review the new Application/Agreement and shall approve such, within fifteen (15) days of receipt by Company, if the new Customer-Generator has satisfactorily completed Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. There are no fees or charges for the Customer-Generator who is assuming ownership or operational control of an existing Customer-Generator System if no modifications are being proposed to that System.

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

Name on Utility Name Electric Account: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Service/Street Address (if different from above): _____

City: _____ State: _____ Zip Code: _____

Electric Account Holder Contact Person: _____

Daytime Phone: _____ Fax: _____ E-Mail: _____

Emergency Contact Phone: _____

Company 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: _____ Power Rating: _____ kW AC or DC DC or AC (circle one)

Voltage: _____ Volts

System Type: Photovoltaic, _____ Wind, _____ Fuel Cell, _____ Solar Thermal, _____ Hydroelectric,
_____ Other (describe) _____

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: _____

If disconnect switch is greater than 10 feet from electric service meter, describe why an alternate location is
being requested: _____

* Indicates Change.

Comment [WAM6]: Variance Request #6

Comment [WAM7]: Variance Request #7

Comment [WAM8]: Variance Request #8

Comment [WAM9]: Variance Request #9

Comment [WAM10]: Variance Request #10

**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING SYSTEMS WITH
CAPACITY OF 100 kW OR LESS – (CONTINUED)**

***B. Customer-Generator's System Information (Continued)**

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: _____

Comment [WAM11]: Variance Request #11

*The Customer-Generator's proposed System hardware complies with all applicable National Electrical Safety Code (NESC), National Electrical Code (NEC), Institute of Electrical and Electronics Engineers (IEEE) and 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 Company. The proposed System has a lockable, visible AC disconnect device, accessible at all times to Company personnel located within the vicinity of the Customer-Generator's electric service meter (except in cases where Company has approved an alternate location). The System is only required to include one lockable, visible disconnect device, accessible to Company. If the interconnection equipment is equipped with a visible, lockable, and accessible disconnect, no redundant device is needed to meet this requirement.

Comment [WAM12]: Variance Request #12

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 Company's electrical system. The proposed System does have an anti-islanding function that prevents the generator from continuing to supply power when Company's electric system is not energized or operating normally. If the proposed System is 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 Company's electrical system when the electrical system is not energized or not operating normally.

Signed (Installer): _____ Date: _____

Name (Print): _____

Comment [WAM13]: Variance Request #13

* Indicates Change.

**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING SYSTEMS WITH
CAPACITY OF 100 kW OR LESS – (CONTINUED)**

D. Additional Terms and Conditions

In addition to abiding by Company'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 Company, 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 Company's electrical system, Company may immediately disconnect and lock-out the Customer-Generator's System from Company's electrical system. The Customer-Generator shall permit Company's employees and inspectors 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 Customer-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.

Absent clear and convincing evidence of fault on the part of Company, Company cannot be held liable for any action or cause of action relating to any damages to property or person caused by the generation unit of a Customer-Generator or the interconnection thereof pursuant to section 386.890.11, RSMo Supp. 2008. 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.

Comment [WAM14]: Variance Request #14

***3) Metering & 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 Company to install additional distribution equipment to accommodate the Customer-Generator's facility, the Customer-Generator shall reimburse Company 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 Company, 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 (REC's)**

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 Company any preferential entitlement to the RECs generated by the Customer-Generator's system.

* Indicates Change.

**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING SYSTEMS WITH
CAPACITY OF 100 kW OR LESS – (CONTINUED)**

***5) Energy Pricing and Billing**

The net electric energy delivered to the Customer-Generator shall be billed in accordance with the Company's Applicable Rate Schedules. The value of the net electric energy delivered by the Customer-Generator to Company shall be credited ~~in accordance with the net metering rate schedule(s)~~ the Avoided Fuel Cost Price specified in Section II.c) of this tariff.

Comment [WAM15]: Variance Request #15

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;
- (b) If the electricity supplied by the supplier exceeds the electricity generated by the Customer-Generator during a billing period, the Customer-Generator shall be billed for the net electricity supplied by the supplier in accordance with normal practices for customers in the same rate class;
- (c) If the electricity generated by the Customer-Generator exceeds the electricity supplied by the supplier during a billing period, the Customer-Generator shall be billed for the appropriate ~~customer charges minimum bill as specified by Customer-Generators selected rate~~ for that billing period and shall be credited an amount for the excess kilowatt-hours generated during the billing period at the ~~net metering rate identified in [Utility Name]'s tariff filed at the Public Service Commission.~~ Avoided Fuel Cost Price specified in Section II.c) of this tariff with this credit applied to the following billing period; and
- (d) Any credits granted by this subsection shall expire without any compensation at the earlier of either twelve (12) months after their issuance, or when the Customer-Generator disconnects service or terminates the net metering relationship with the supplier.

Comment [WAM16]: Variance Request #16

Comment [WAM17]: Variance Request #17

6) Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and Company, and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving Company at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Generator's System from parallel operation with Company's system. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the Customer-Generator and Company. This agreement may also be terminated, by approval of the Commission, if there is a change in statute that is determined to be applicable to this contract and necessitates its termination.

***7) Transfer of Ownership**

If operational control of the Customer-Generator's System transfers to any other party than the Customer-Generator, a new Application/Agreement must be completed by the person or persons taking over operational control of the existing Customer-Generator System. Company shall be notified no less than thirty (30) days before the Customer-Generator anticipates transfer of operational control of the Customer-Generator's System. The person or persons taking over operational control of Customer-Generator's System must file a new Application/Agreement, and must receive authorization from Company, before the existing Customer-Generator System can remain interconnected with Company's electrical system. The new Application/Agreement will only need to be completed to the extent necessary to affirm that the new person or persons having operational control of the existing Customer-Generator System completely understand the provisions of this Application/Agreement and agrees to them. If no changes are being made to the Customer-Generator's System,

*Indicates Change.

**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING SYSTEMS WITH
CAPACITY OF 100 kW OR LESS – (CONTINUED)**

completing sections A, D and F of this Application/Agreement will satisfy this requirement. If no changes are being proposed to the Customer-Generator System, Company will assess no charges or fees for this transfer. Company will review the new Application/Agreement and shall approve such, within fifteen (15) days, if the new Customer-Generator has satisfactorily completed the Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. Company will then complete section G and forward a copy of the completed Application/Agreement back to the new Customer-Generator, thereby notifying the new Customer-Generator that the new Customer-Generator is authorized to operate the existing Customer-Generator System in parallel with Company's electrical system. If any changes are planned to be made to the existing Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics, then the Customer-Generator shall submit to Company a new Application/Agreement for the entire Customer-Generator System and all portions of the Application/Agreement must be completed.

8) Dispute Resolution

If any disagreements between the Customer-Generator and Company arise that cannot be resolved through normal negotiations between them, the disagreements may be brought to the Missouri Public Service Commission by either party, through an informal or formal complaint. Procedures for filing and processing these complaints are described in 4 CSR 240-2.070. The complaint procedures described in 4 CSR 240-2.070 apply only to retail electric power suppliers to the extent that they are regulated by the Missouri Public Service Commission.

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 Company's electrical system. Disconnecting the net metering unit from Company'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 Company, shall provide a copy of the test results to Company. If the Customer-Generator is unable to provide a copy of the test results upon request, Company 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 Company, 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 Company's system. If the Customer-Generator does not provide results of a test to Company within thirty (30) days of receiving a request from Company or the results of the test provided to Company show that the Customer-Generator's net metering unit is not functioning correctly, Company may immediately disconnect the Customer-Generator's System from Company's system. The Customer-Generator's System shall not be reconnected to Company'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: _____

*Indicates Change.

**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING SYSTEMS WITH
CAPACITY OF 100 kW OR LESS – (CONTINUED)**

E. Electrical Inspection

If a local Authority Having Jurisdiction (AHJ) governs permitting/inspection of project:

Provide Permit Number: _____

Applicable to all installations: _____

Comment [WAM18]: Variance Request #18

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

Inspector Name (print): _____

Inspector Certification: Licensed Engineer in Missouri _____ or
Licensed Electrician in Missouri _____ License No. _____

Signed (Inspector): _____ Date: _____

***F. Customer-Generator Acknowledgement**

I am aware of 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 Company'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 the Company'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 Company's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to Company's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify Company 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 Company.

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

Signed (Customer-Generator): _____ Date: _____

G. Application Approval (completed by Company)

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

This Application is approved by Company on this _____ day of _____ (month), _____ (year).

Company Representative Name (print): _____

Signed Company Representative: _____

*Indicates Change.

**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING SYSTEMS WITH
CAPACITY OF 100 kW OR LESS – (CONTINUED)**

***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: _____

Solar 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

***I. Solar Rebate Declaration (For Solar Installations only)**

I understand that this program has a 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 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 Company.

I understand that the solar system must be permanently installed and remain in place on premises for the duration of its useful life – a minimum of 10 years.

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

I understand a rebate of \$2/watt up to 25,000 watts (25 kW) is available from Company on expanded or new systems that become operational after 12/31/2009 with a maximum rebate of \$50,000.

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

I understand business corporations receiving a rebate of \$600 or more will receive a 1099. (Please consult your tax advisor with any questions.)

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.

Applicant's Signature

Installer's Signature

Print Solar Rebate Applicant's Name

Print Installer's Name

*Indicated Addition