

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 6th Revised Sheet No. 12

Canceling P.S.C. Mo. No. 5 Sec. 4 5th Revised Sheet No. 12

For ALL TERRITORY

NET METERING RIDER
RIDER NM

AVAILABILITY:

Electric service is available under this schedule at points on the Company's existing distribution facilities located within its service area for customers operating renewable fuel source generators.

Applicable to Customer-Generators with a Company approved interconnection agreement. This schedule is not applicable where the Customer's electrical generating system exceeds 100 kW.

The net metering service shall be available to Customer-Generators on a first-come, first-serve basis until the total rated generating capacity of net metering systems equals 5% of the Company's single-hour peak load during the previous year. Resale electric service will not be supplied under this schedule.

DEFINITIONS:

Customer-Generator:

The owner or operator of a qualified electric energy generation unit that meets all of the following criteria:

- a. Is powered by a renewable energy resource;
- b. Has an electrical generating system with a capacity of not more than one hundred kilowatts;
- c. Is located on a premises owned, operated, leased, or otherwise controlled by the Customer-Generator;
- d. Is interconnected and operated in parallel phase and synchronization with the Company;
- e. Is intended primarily to offset part or all of the Customer-Generator's own electrical energy requirements;
- f. Meets all applicable safety, performance, interconnection, and reliability standards established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronic Engineers and any local governing authorities; and
- g. Contains a mechanism that automatically disables the unit and interrupts the flow of electricity back onto the Company's electricity lines in the event that the service to the Customer-Generator is interrupted.

Renewable Energy Resources:

Electrical energy produced from wind, solar thermal sources, hydroelectric sources, photovoltaic cells and panels, fuel cells using hydrogen produced by ones of the above-named electrical energy sources, and other sources of energy that become available, and are certified as renewable by the Missouri Department of Natural Resources or the Missouri Department of Economic Development's Division of Energy.

CHARACTER OF SERVICE:

Alternating current, 60 cycles, at the voltage and phase of the Company's established secondary distribution system serving the Customer-Generator's premise.

BILLING AND PAYMENT:

The Company shall render a bill for net consumption at approximately 30-day intervals based on the Company's regular tariff schedules as on file with the Missouri Public Service Commission. Net consumption is defined as the kWh supplied by the Company to the Customer-Generator minus kWh supplied by the Customer-Generator and returned to the Company's grid during the billing month. Any net consumption shall be valued monthly as follows

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NET METERING RIDER
RIDER NM

INTERCONNECTION APPLICATION / AGREEMENT FOR NET METERING SYSTEMS
WITH CAPACITY OF ONE HUNDRED
KILOWATTS (100 kW) OR LESS

The Empire District Electric Company
602 South Joplin Avenue
Joplin, Missouri, 64802

For Customers Applying for Interconnection:

If you are interested in applying for interconnection to The Empire District Electric Company's (Empire) electrical system, you should first contact Empire and ask for information related to interconnection of parallel generation equipment to Empire's system and you should understand this information before proceeding with this Application.

If you wish to apply for interconnection to Empire's electrical system, please complete sections A, B, C and D, and attach the plans and specifications, 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 Empire at the address above. Empire will provide notice of approval or denial within thirty (30) days of receipt by Empire for Customer-Generators of ten kilowatts (10 kW) or less and within ninety (90) days of receipt by Empire 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 Empire, it shall become a binding contract and shall govern your relationship with Empire.

**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 Empire for review and completion of section G at the address above. Prior to the interconnection of the qualified generation unit to Empire's system, the Customer-Generator will furnish Empire a certification from a qualified professional electrician or engineer that the installation meets the plans and specification described in the application. If a local Authority Having Jurisdiction (AHJ) requires permits or certifications for construction or operation of the qualified generation unit, a customer generator must show the permit number and approval certification to Empire prior to interconnection. If the application for interconnection is approved by Empire 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.

Within 21 days of when the customer-generator completes submission of all required post construction documentation, including sections E & F, other supporting documentation and local AHJ inspection approval (if applicable) to the electric utility, the electric utility will make any inspection of the customer-generators interconnection equipment or system it deems necessary and notify the customer generator:

1. That the net meter has been set and parallel operation by customer-generator is permitted; or
2. That the inspection identified no deficiencies and the net meter installation is pending; or
3. That the inspection identified no deficiencies and the timeframe anticipated for the electric utility to complete all required system or service upgrades and install the meter; or
4. Of all deficiencies identified during the inspection that need to be corrected by the customer-generator before parallel operation will be permitted; or
5. Of any other issue(s), requirement(s), or condition(s), impacting the installation of the net meter or the parallel operation of the system.

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RIDER NM**

For Customers Who Are Installing Solar Systems:

Customer-Generators who are Missouri electric utility retail account holders will receive a solar rebate, if available, based on the capacity stated in the application, or the installed capacity of the Customer-Generator System if it is lower, if the following requirements are met:

- a. Empire must have confirmed the Customer-Generator's System is operational; and
- b. Sections H and I of this Application must be completed.

The amount of the rebate will be based on the system capacity measured in direct current. The rebate will be based on the schedule below up to a maximum of 25,000 watts (25kW).

- \$2.00 per watt for systems operational on or before June 30, 2014;
- \$1.50 per watt for systems operational between July 1, 2014 and June 30, 2015;
- \$1.00 per watt for systems operational between July 1, 2015 and June 30, 2016;
- \$0.50 per watt for systems operational between July 1, 2016 and June 30, 2019;
- \$0.25 per watt for systems operational between July 1, 2019 and June 30, 2020;
- \$0.00 per watt for systems operational between June 30, 2020.;

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 Empire at the address above. Empire will review the new Application/Agreement and shall approve such, within fifteen (15) days of receipt by Empire 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.

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RIDER NM

A. Customer-Generator's Information

Name on Empire's Electric Account: _____
Service/Street Address: _____
City: _____ State: _____ Zip Code: _____
Mailing Address (if different from above): _____
City: _____ State: _____ Zip Code: _____
Email address (if available): _____
Electric Account Holder Contact Person: _____
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: _____
Empire's Account No. (from Utility Bill): Shall be inserted at the top of each page.

B. Customer-Generator's System Information

Manufacturer Name Plate Power Rating: _____ kW AC DC (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.: _____
Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Distance from Meter: _____
Certify that the disconnect switch will be located adjacent to the Customer-Generator's electric service meter or explain where and why an alternative location of disconnect switch is being requested: _____
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 1703, 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 and switch is located adjacent to the Customer-Generator's electric service meter (except in cases where the Company has approved an alternate location). 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 continuing to supply power when Empire's electrical system is not energized or operating normally.

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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 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)

RECs created through the generation of electricity by the Customer-Owner are owned by the Customer-Generator; however, if the Customer-Generator receives a solar rebate, the Customer-Generator transfers to Empire all right, title, and interest in and to the RECs associated with the new or expanded solar electric system that qualified the Customer-Generator for the solar rebate for a period of ten (10) years from the date the electric utility confirms the solar electric system is installed and operational.

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). The Customer-Generator shall be responsible for all other bill components charged to similarly situated customers.

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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- (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 as specified by the applicable Customer-Generator rate schedule 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 Empire's tariff filed at the Public Service Commission, 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.

6) Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and Empire, 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 Empire 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 Empire'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 Empire. 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. Empire 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 the operational control of Customer-Generator's System must file a new Application/Agreement, and must receive authorization from Empire before the existing Customer-Generator System can remain interconnected with Empire'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 Consumer-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, 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, Empire will assess no charges or fees for this transfer. Empire 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. Empire 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 Empire's electrical system. If any changes are planned to be made in 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 Empire 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 Empire 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.

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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.

Printed Name (Customer-Generator): _____

Signed (Customer-Generator): _____ Date: _____

Note: Must be name and signature of Empire Account Holder

E. Electrical Inspection

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

Authority Having Jurisdiction (AHJ): _____

Permit Number: _____

Applicable to all installations:

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.

System Installation Date: _____

Printed Name (Customer-Generator): _____

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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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

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 OR provided before Empire authorizes the rebate payment:

- 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

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

DATE OF ISSUE February 23, 2017
ISSUED BY Chris Krygier, Director Planning & Regulatory

DATE EFFECTIVE March 25, 2017

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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 a minimum of (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 Empire in the amount of:

- \$2.00 per watt for systems operational on or before June 30, 2014;
- \$1.50 per watt for systems operational between July 1, 2014, and June 30, 2015;
- \$1.00 per watt for systems operational between July 1, 2015, and June 30, 2016;
- \$0.50 per watt for systems operational between July 1, 2016, and June 30, 2019;
- \$0.25 per watt for systems operational between July 1, 2019, and June 30, 2020;
- \$0.00 per watt for systems operational after June 30, 2020.

I understand an electric utility may, through its tariff, require applications for solar rebates to be submitted up to one hundred eighty-two (182) days prior to the applicable June 30 operational date for the solar rebate.

I understand that a maximum of 25 kilowatts of new or expanded system capacity will be eligible for a 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 I may receive an IRS Form related to my rebate amount. (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 for a period of ten (10) years from the date Empire confirmed that that System was installed and operational, and during this period, I may not claim credit for the SRECs under any environmental program or transfer or sell the SRECs to any other party.

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