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

In the Matter of Kansas City Power & Light Company's ) Request for Variance from Portions of 4 CSR 240-20.065 ) File No. ET-2014-0027

#### **STIPULATION AND AGREEMENT**

**COME NOW** the Staff of the Missouri Public Service Commission ("Staff"), Kansas City Power & Light Company ("KCP&L" or the "Company"), Office of the Public Counsel ("OPC"), Brightergy, LLC ("Brightergy"), Missouri Division of Energy ("MDOE") and Missouri Solar Energy Industries Association ("MOSEIA") (collectively "Signatories"), and state:

1. In order to comply with statute changes enacted by House Bill 142, KCP&L filed tariff sheets on August 5, 2013 with an effective date of September 4, 2013. KCP&L submitted modified tariffs for Schedule NM – Net Metering Interconnection Agreement and Schedule SR – Solar Photovoltaic Rebate Program, to reflect the legislative changes which primarily consist of establishing a phase-out of the solar rebate and ownership of Renewable Energy Credits ("RECs") by the utility when a solar rebate is paid. The Company also submitted several requests for variances to the language required by the Missouri Public Service Commission's ("Commission") rules which are no longer consistent with the statutes. In addition, the Company submitted tariff changes to Sheet Nos. 34F and 34G in its net metering interconnection agreement which were not required under the new law.

2. On August 20, 2013, Brightergy filed an amended motion to suspend KCP&L's tariff sheets. While the motion requested the Commission suspend all of the tariff sheets that KCP&L filed on August 5, Brightergy only filed objections to Sheet Nos. 34A, 34F, 34G, 34Q and 46A.

3. Staff reviewed KCP&L's filing and on August 21, 2013 recommended that the Commission approve all of KCP&L tariff sheets with the exception of Sheet No. 34F and 34G. Staff requested that the tariffs be made effective August 28 (to coincide with the effective date of HB 142) and that Sheet Nos. 34F and 34G be suspended for 45 days noting that they were not required by the new legislation.

4. On August 28, 2013, the Commission suspended all of the tariff sheets submitted by KCP&L until December 26, 2013.

5. On September 3, 2013, KCP&L filed an application for clarification, reconsideration and/or rehearing.

6. The Signatories met to discuss the tariff sheets on several occasions. As a result of these discussions, the Signatories have resolved their differences and have agreed to enter into this Stipulation and Agreement ("Stipulation"). As a result of this Stipulation, KCP&L and GMO are no longer seeking approval of the tariff sheets that the Companies filed in this case on August 5, 2013. Instead, the Signatories agree that the Commission should approve the specimen tariff sheets set forth in Attachment A, attached hereto and fully incorporated by reference, as complete replacements for the tariff sheets filed by KCP&L on August 5, 2013. As a result of this Stipulation, KCP&L will withdraw Tariff File No. JE-2014-0058 and file new tariff sheets that reflect the revised specimen tariff sheets as shown in Attachment A. When KCP&L files tariff sheets in accordance with the specimen tariff sheets in Attachment A, KCP&L will file a request for expedited approval of those tariffs and the Signatories agree they will not oppose that request.

#### **GENERAL PROVISIONS**

7. This Stipulation is a negotiated settlement. Except as specified herein, the Signatories to this Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of same.

8. This Stipulation has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Stipulation unconditionally and without modification, then this Stipulation shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

9. This Stipulation embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein, and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

10. If approved and adopted by the Commission, this Stipulation shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Stipulation and the operation of this Stipulation according to its terms.

11. If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Stipulation nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (2) the Signatories shall retain all procedural and due process rights as fully as though this

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Stipulation had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

12. If the Commission accepts the specific terms of this Stipulation without condition or modification, only as to the issues in these cases explicitly set forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to RSMo. \$536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to \$536.080.2, their respective rights to seek rehearing pursuant to \$536.500, and their respective rights to judicial review pursuant to \$386.510. This waiver applies only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Stipulation.

**WHEREFORE**, for the foregoing reasons, the Signatories respectfully request that the Commission issue an Order approving this Stipulation and Agreement.

# STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION

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#### KANSAS CITY POWER & LIGHT COMPANY

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### **CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing have been mailed, hand-delivered,

transmitted by facsimile or emailed to all counsel of record this 25<sup>th</sup> day of October 2013.

|s| Roger W. Steiner

Roger W. Steiner

P.S.C. MO. No.	7	Fifth		Original Revised	Sheet No	34
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#### NET METERING INTERCONNECTION AGREEMENT Schedule NM

#### DEFINITIONS

- A. Avoided fuel cost means avoided costs described in 4 CSR 240-20.060 used to calculate the Company's cogeneration rate filed in compliance with 4 CSR 240-3.155. The information used to calculate this rate is provided to the commission biennially and maintained for public inspection.
- B. Commission means the Public Service Commission of the State of Missouri.
- C. Customer-Generator means the owner or operator of a qualified electric energy generation unit which:
  - (1) Is powered by a renewable energy resource;
  - (2) Is an electrical generating system with a capacity of not more than one hundred kilowatts (100 kW);
  - (3) Is located on premises that are owned, operated, leased, or otherwise controlled by the Customer-Generator;
  - (4) Is interconnected and operates in parallel phase and synchronization with the Company and has been approved for interconnection by said Company;
  - (5) Is intended primarily to offset part or all of the Customer-Generator's own electrical energy requirements;
  - (6) 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 Electronics Engineers, Underwriters Laboratories, the Federal Energy Regulatory Commission, and any local governing authorities; and
  - (7) Contains a mechanism that automatically disables the unit and interrupts the flow of electricity onto the Company's electrical lines whenever the flow of electricity to the Customer-Generator is interrupted.
  - (8) For purposes of qualified electric energy generation systems powered by solar energy, Customer-Generator also includes a customer with solar generating equipment that is owned or operated by a third party, located on the Customer's premises pursuant to an equipment lease, services agreement or other similar arrangement with such third party, and otherwise meets the requirements set forth in sections (1) - (7) above.
- D. Distribution system means facilities for the distribution of electric energy to the ultimate consumer thereof.
- E. Company or Supplier means Kansas City Power and Light Company.
- F. Net metering means using metering equipment sufficient to measure the difference between the electrical energy supplied to a Customer-Generator by the Company and the electrical energy supplied by the Customer-Generator to the Company over the applicable billing period.
- G. REC means Renewable Energy Credit or Renewable Energy Certificate which is tradable, and represents that one (1) megawatt-hour of electricity has been generated from a renewable energy resource.

DATE OF ISSUE: ISSUED BY: Darrin R. Ive DATE EFFECTIVE:

Kansas City, Mo.

Darrin R. Ives, Senior Director

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				For <u>Missouri</u>	Retail Service	Area

### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

#### **DEFINITIONS** (continued)

- H. Renewable energy resources means electrical energy produced from wind, solar thermal sources, hydroelectric sources, photovoltaic cells and panels, fuel cells using hydrogen produced by one (1) of the above-named electrical energy sources, and other sources of energy that become available after August 28, 2007, and are certified as renewable by the Missouri Department of Natural Resources.
- I. Staff means the staff of the Public Service Commission of the state of Missouri.

#### **APPLICABILITY**

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.

#### REC OWNERSHIP

RECs created through the generation of electricity by the Customer-Owner are owned by the Customer-Generator unless the Customer-Generator receives a solar rebate from the Company. For rebates paid on and after August 28, 2013 and as a condition of receiving a rebate, customers shall transfer to the electric utility all rights, title, and interest in and to the renewable energy credits associated with the new or expanded solar electric system that qualified the customer for the solar rebate for a period of ten years from the date the electric utility confirmed that the solar electric system was installed and operational.

#### COMPANY OBLIGATIONS

- A. Net metering shall be available to Customer-Generators on a first-come, first-served basis until the total rated generating capacity of net metering systems equals five percent (5%) of the Company's Missouri jurisdictional single-hour peak load during the previous year. The Commission may increase the total rated generating capacity of net metering systems to an amount above five percent (5%). However, in a given calendar year, the Company shall not be required to approve any application for interconnection if the total rated generating capacity of all applications for interconnection already approved to date by the Company in said calendar year equals or exceeds one percent (1%) of the Company's single-hour peak load for the previous calendar year.
- B. A tariff or contract shall be offered 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 but shall not charge the Customer-Generator any additional standby, capacity, interconnection, or other fee or charge that would not otherwise be charged if the Customer were not an eligible Customer-Generator.

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Kansas City, Mo.

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### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

#### COMPANY OBLIGATIONS (continued)

- C. The availability of the net metering program shall be disclosed annually to each Customer with the method and manner of disclosure being at the discretion of the Company.
- D. For any cause of action relating to any damages to property or person caused by the generation unit of a Customer-Generator or the interconnection thereof, the Company shall have no liability absent clear and convincing evidence of fault on the part of the Company.
- E. Any costs incurred under this tariff by the Company not recovered directly from the Customer-Generator, as identified in the Qualified Electric Customer-Generator Obligations section, shall be recoverable in the Company's rate structure.
- F. No fee, charge, or other requirement not specifically identified in this tariff shall be imposed unless the fee, charge, or other requirement would apply to similarly situated Customers who are not Customer-Generators.

#### CUSTOMER-GENERATOR LIABILITY INSURANCE OBLIGATIONS

- A. Customer-Generator systems greater than ten kilowatts (10 kW) shall 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 net metering unit. Insurance may be in the form of an existing policy or an endorsement on an existing policy.
- B. Customer-Generator systems ten kilowatts (10 kW) or less shall not be required to carry liability insurance; however, absent clear and convincing evidence of fault on the part of the Company, the Company cannot be held liable for any action or cause of action relating to any damages to property or persons caused by the generation unit of a Customer-Generator or the interconnection thereof pursuant to section 386.890.11., RSMo. Further, Customer-Generators 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.

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#### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

#### QUALIFIED ELECTRIC CUSTOMER-GENERATOR OBLIGATIONS

- A. Each gualified electric energy generation unit used by a Customer-Generator shall meet all applicable safety, performance, interconnection, and reliability standards established by any local code authorities, the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL) for distributed generation; including, but not limited to, IEEE 1547 and UL 1741.
- B. The Company requires that a Customer-Generator's system contain a switch, circuit breaker, fuse, or other easily accessible device or feature located in immediate proximity to the Customer-Generator's metering equipment that would allow a Company worker the ability to manually and instantly disconnect the unit from the Company's distribution system.
- C. No Customer-Generator shall connect or operate an electric generation unit in parallel phase and synchronization with the Company without written approval by the Company that all of the requirements under Paragraph C of the Interconnection Agreement section of this tariff have been met. For a Customer-Generator who violates this provision, the Company may immediately and without notice disconnect the electric facilities of said Customer-Generator and terminate said Customer-Generator's electric service.
- D. A Customer-Generator's facility shall be equipped with sufficient metering equipment that can measure the net amount of electrical energy produced and consumed by the Customer-Generator. If the Customer-Generator's existing meter equipment does not meet these requirements or if it is necessary for the Company to install additional distribution equipment to accommodate the Customer-Generator's facility, the Customer-Generator shall reimburse the 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 the 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.
- E. Each Customer-Generator shall, at least once every year, conduct a test to confirm that the net metering unit automatically ceases to energize the output (interconnection equipment output voltage goes to zero (0)) within two (2) seconds of being disconnected from the Company's system. Disconnecting the net metering unit from the Company's electric system at the visible disconnect switch and measuring the time required for the unit to cease to energize the output shall satisfy this test.
- F. The Customer-Generator shall maintain a record of the results of these tests and, upon request, shall provide a copy of the test results to the Company.
  - (1) If the Customer-Generator is unable to provide a copy of the test results upon request, the Company shall notify the Customer-Generator by mail that the Customer-Generator has thirty (30) days from the date the Customer-Generator receives the request to provide the results of a test to the Company.

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Darrin R. Ives, Senior Director

Kansas City, Mo.

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#### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

#### QUALIFIED ELECTRIC CUSTOMER-GENERATOR OBLIGATIONS (continued)

- (2) If the Customer-Generator's equipment ever fails this test, the Customer-Generator shall immediately disconnect the net metering unit.
- (3) If the Customer-Generator does not provide the results of a test to the Company within thirty (30) days of receiving a request from the Company or the results of the test provided to the Company show that the unit is not functioning correctly, the Company may immediately disconnect the net metering unit.
- (4) The net metering unit shall not be reconnected to the Company's electrical system by the Customer-Generator until the net metering unit is repaired and operating in a normal and safe manner.

#### DETERMINATION OF NET ELECTRICAL ENERGY

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

- A. For a Customer-Generator, the Company 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 Company 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 Company 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 Company during a billing period, the Customer-Generator shall be billed for the appropriate Customer charges for that billing period in accordance with the Company Obligations section of this tariff and shall be credited with the product of the excess kilowatt-hours generated during the billing period and the rate identified in Schedule PG, Sheet 31A in the following billing period. This rate is calculated from the Company's avoided fuel cost; 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 Company.

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#### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

#### NET METERING RATES

The Company shall file on or before January 15 of each odd-numbered year for the Commission's approval in the Company's tariff, a rate schedule with a net metering rate that is the same rate as the utility's cogeneration rate. The Company's cogeneration rate is filed for the Commission's approval in the Company's tariff on or before January 15 of every odd-numbered year as required in 4 CSR 240-3.155 Requirements for Company Cogeneration Tariff Filings section (4). The cogeneration rate is stated in dollars per kilowatt-hour or cents per kilowatt-hour on the Parallel Generation rate tariff sheet (Parallel Generation Contract Service, Schedule PG) and, likewise, the net metering rate shall be stated in dollars per kilowatt-hour or cents per kilowatt-hour on the net metering rate shall be stated in dollars per kilowatt-hour or cents per kilowatt-hour on the net metering rate shall be stated in dollars per kilowatt-hour or cents per kilowatt-hour on the net metering rate shall be stated in dollars per kilowatt-hour or cents per kilowatt-hour on the net metering rate shall be stated in dollars per kilowatt-hour or cents per kilowatt-hour on the net metering rate tariff sheet.

#### INTERCONNECTION AGREEMENT

- A. Each Customer-Generator and Company shall enter into the interconnection agreement included herein.
- B. The solar rebate reference in the interconnection agreement is applicable to the Company.
- C. Applications by a Customer-Generator for interconnection of a qualified electric energy generation unit to the distribution system shall be accompanied by the plan for the Customer-Generator's electrical generating system including, but not limited to, a wiring diagram and specifications for the generating unit, and shall be reviewed and responded to by the Company within thirty (30) days of receipt for systems ten kilowatts (10 kW) or less and within ninety (90) days of receipt for all other systems. Prior to the interconnection of the qualified generation unit to the Company's system, the Customer-Generator will furnish the Company a certification from a qualified professional electrician or engineer that the installation meets the requirements of paragraph A and B of the 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.
- D. Upon the change in ownership of a qualified electric energy generation unit, the new Customer-Generator shall be responsible for filing a new application.

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#### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

#### APPLICATION STANDARDS

When applying for approval of any renewable net metering installations or solar rebates, the Company will only accept and review applications adhering to the following application standards:

A. Net Metering Interconnection Agreements and Solar Rebate:

- (1) Applications shall be legible.
- (2) All applicable fields will be completely filled out as required. Incomplete applications will be returned.
- (3) The name and address on the application must match the name and address on the Customer bill. Otherwise, additional documentation should be provided to support the applicants association with the account holder.
- (4) Application signatures must be made by persons who are, or officially represent established Customers of the Company.
- (5) Net Metering systems are to be sized to offset part or all of the Customer-Generator's own electrical energy requirements.
  - (a) For customers with twelve (12) months usage: Last 12 month's total usage / 8760 hours in a year / capacity factor = maximum size of PV system that can be installed.
  - (b) For customers with less than twelve (12) months usage: Load Worksheet is available on KCPL.com
  - (c) The Solar capacity factor is 0.144 and for Wind is 0.311
- B. Single-line diagrams:
  - (1) Diagrams will be project specific. Generic line drawings from specification manuals will not be accepted.
  - (2) Diagrams must be legible. Drafting quality is preferred.
- C. Installation plan:
  - (1) A legible general site or plan drawing of the installation will be included. Detail architectural or construction drawings are not required.
  - (2) A legible map of the location will be included. The general location of the installation and the location of the associated meter should be depicted.
- D. Equipment specifications (Electrical requirements as defined in paragraph A and B of the Qualified Electric Customer-Generator Obligations section of this tariff):
  - (1) Photovoltaic (PV) panel specification sheets are required proving UL certification, such as UL1703.
  - (2) Wind turbine specification sheets are required proving UL certification.
  - (3) Power inverter specification sheets are required proving UL certification.
  - (4) If another certification agency is referenced in the specification sheet, please provide necessary documentation to associate the certification back to a UL standard.
  - (5) Non-UL certified equipment will not be accepted.

DATE OF ISSUE:

ISSUED BY:

Darrin R. Ives, Senior Director

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#### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

#### APPLICATION STANDARD (continued)

- E. Application submittal:
  - (1) Applications will be accepted in hardcopy or electronic format.
  - (2) Hard-copy applications will only be accepted via mail delivery to the address on the Interconnection Agreement.
  - (3) Electronic-copy applications shall be submitted in a single file, presented in PDF format.
    - (a) JPEG, IMG or other file formats will not be accepted.
    - (b) Unless the file size exceeds email limitations, multiple files will not be accepted.
    - (c) The PDF file will be submitted in a single-email.
  - (4) Electronic-copy applications shall be emailed to: NetMeteringApp@kcpl.com.
  - (5) All applications will be uniquely numbered and processed in the order received.
- F. Pre-approval notification:
  - (1) Pre-approval of your project will be provided by email after the Company review.
  - (2) Pre-approval of projects prior to installation is preferred, but is not required.
    - (a) Projects installed prior to pre-approval may be subject to rework to bring the systems into compliance with this tariff.
    - (b) Rework resulting from early installation will be the responsibility of the Customer-Generator.
  - (3) Incorrect or deficient applications will be rejected and the basis for the rejection provided.
  - (4) An appeal of the rejection may be requested.
- G. Project completion notification and request for inspection:
  - (1) Notification of project completion will be in the form of email to:
    - NetMeteringApp@kcpl.com.
  - (2) The notification will reference the following:
    - (a) Name of Applicant (customer)
      - (b) Address of installation
      - (c) Type of project (PV, wind, etc.)
  - (3) Installations that deviate from plans provided during pre-approval are subject to additional engineering review. Rework resulting from this deviation will be the responsibility of the Customer-Generator and may delay the operational date of the system.
  - (4) The Company may apply a service charge for additional inspections or site visits. The service charge will be \$81 per occurrence.

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- H. Solar rebate payment:
  - (1) Please see Schedule SR, Sheets 46 46B for details concerning the solar rebate.

Darrin R. Ives, Senior Director

Kansas City, Mo.

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#### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

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

#### KCP&L PO Box 418679 Kansas City, MO 64141-9679 Attn: Solar Rebates/Net Metering

#### For Customers Applying for Interconnection

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

If you wish to apply for interconnection to the Company's electrical system, please complete sections A, B, C, D, and H (except System Install Date) 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 the Company at the address above. The Company will provide notice of approval or denial within thirty (30) days of receipt by the Company for Customer-Generators of ten kilowatts (10 kW) or less and within ninety (90) days of receipt by the 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 the Company, it shall become a binding contract and shall govern your relationship with the 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, sign and complete sections E, F, H (System Install Date), I and J of this Application, and forward this Application to the Company for review and completion of section G at the address above. Prior to the interconnection of the qualified generation unit to the Company system, the Customer-Generator will furnish the Company a certification from a qualified professional electrician or engineer that the installation meets the plans and specification described in the application. If the application for interconnection is approved by the 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.

The 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 interconnection of the Customer-Generator System to the Company's electrical system within fifteen (15) days of receipt by the Company if electric service already exists to the premises, unless the Customer-Generator and the 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, the Company will schedule a date for interconnection of the Customer-Generator System to the Company's electrical system no later than fifteen (15) days after service is established to the premises, unless the Customer-Generator and the Company agree to a later date.

DATE OF ISSUE: ISSUED BY: Darrin R DATE EFFECTIVE:

Kansas City, Mo.

BY: Darrin R. Ives, Senior Director

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				For <u>Missour</u>	i Retail Servic	e Area

#### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

#### For Customers Who Are Installing Solar Systems

Upon completion of section H, I and J, a rebate may be available from the Company on an expanded or new solar systems that becomes operational after 12/31/2009. Please refer to the Company's Schedule SR – Solar Photovoltaic Rebate Program for the applicable rebate rate and additional details and requirements.

#### 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, F and J of this Application/Agreement and forward to the Company at the address above. The Company will review the new Application/Agreement and shall approve such, within fifteen (15) days of receipt by the 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.

Darrin R. Ives, Senior Director

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	P.S.C. MO. No.	7	First	Original Revised	-	34L
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For Missouri Retail Service Area				 For _I	Missouri Retail Servic	e Area

### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

#### **D. Additional Terms and Conditions (continued)**

2. Liability

Liability insurance is not required for Customer-Generators of ten kilowatts (10 kW) or less. For generators greater that 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 the Company to install additional distribution equipment to accommodate the Customer-Generator's facility, the Customer-Generator shall reimburse the 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 the 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 (RECs)

RECs created through the generation of electricity by the Customer-Owner are owned by the Customer-Generator unless the Customer-Generator receives a solar rebate from the Company. For rebates paid on and after August 28, 2013 and as a condition of receiving a rebate, customers shall transfer to the electric utility all rights, title, and interest in and to the renewable energy credits associated with the new or expanded solar electric system that qualified the customer for the solar rebate for a period of ten years from the date the electric utility confirmed that the solar electric system was installed and operational.

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			 For	Missouri	Retail Servio	e Area

#### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

#### **D. Additional Terms and Conditions (continued)**

- 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. The 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 the Company, before the existing Customer-Generator System can remain interconnected with the 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 agree to them. If no changes are being made to the Customer-Generator's System, completing sections A. D. F and J of this Application/Agreement will satisfy this requirement. If no changes are being proposed to the Customer-Generator System, the Company will assess no charges or fees for this transfer. The Company will review the new Application/Agreement and shall approve such, within if the new Customer-Generator has satisfactorily completed the (15) fifteen davs Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. The 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 the 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 the 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 the 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.

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#### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

#### 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 the 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 the Company's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to the Company's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify the 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 the Company. I agree not to operate the Customer-Generator System in parallel with the Company's electrical system until this Application/Agreement has been approved by the Company.

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

#### G. Utility Application/Agreement Approval (completed by Company)

The 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 the Company on this	day of	(month),(year)
Company Representative Name (print):		
Signed Company Representative:		

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DATE OF ISSUE: ISSUED BY: Da

Darrin R. Ives, Senior Director

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				For Mis	souri Retail Servic	e Area

### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

# Solar system must be permanently installed on the applicant's premises for a valid application Required documents to receive solar rebate (required to be <u>attached</u> 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 Customer Affidavit

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

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

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 the 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 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 10 year warranty.

I understand a rebate of \$2/watt up to 25,000 watts (25 kW) is available from the Company on expanded or new systems that become operational after 12/31/2009 with a maximum rebate of \$50,000. Effective July 1, 2014 the rebate for systems will be reduced until July 1, 2020 when the rebate will be eliminated. Please refer to the Company's Schedule SR – Solar Photovoltaic Rebate Program for the applicable rebate rate.

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				For	Missouri Retail Service Area

#### NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

#### I. Solar Rebate Declaration (For Solar Installations only) (continued)

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.)

I understand that as a condition of receiving a rebate, customers shall transfer to the electric utility all rights, title, and interest in and to the renewable energy credits associated with the new or expanded solar electric system that qualified the customer for the solar rebate for a period of ten years from the date the electric utility confirmed that the solar electric system was installed and operational understand that, for systems of ten kilowatts (10 kW) or greater, a notarized affidavit must be provided to Company, in addition to this declaration, before Company will make a rebate payment.

istaller's Signature	-
rint Installer's Name	-
ustomer-Generator's Signature	-
rint Solar Rebate Customer-Generator's Name	
System not owned by Customer-Generator, Owner's Name	_
wner's Address	

DATE EFFECTIVE:

Kansas City, Mo.

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		For	Missou	ıri Retail Servic	e Area
NET METERING INTERCONNECTION Schedule NM (contin			NT		
J. Solar Rebate Affidavit (Required For Solar Installations only)					
I, certify	that	l am t	he Custo	mer-Generato	r and the
Solar system installed matches the design submitted.					
Customer has the legal right and authority to transfer the Solar E Company, the SRECs were derived from a Missouri eligible techn Company have not been sold or promised for sale to any other pa requirements of any other local or state mandate; and 3) the SRECs we party for ten years from the system operational date.	ology arty,	r, the nor ha	SRECs to they	being transferre	ed to the meet the
The undersigned warrants, certifies, and represents that the information the best of my knowledge; and the installation meets all Missouri Net requirements.	on pr Mete	ovided ring ar	in this fo nd Solar I	rm is true and Electric Rebate	correct to program
IN WITNESS WHEREOF, I HAVE EXECUTED T OFON THIS	THIS S	DOCU	MENT O DAY OF	N BEHALF	20
	Na	me			
	Titl	9			
	Co	mpany	Name	<u></u>	<u> </u>
Subscribed and sworn to before me, a notary pu Day of	blic, I	by the a	above na	med affiant this	
			Notary	/ Public	

Darrin R. Ives, Senior Director

DATE EFFECTIVE: Kansas City, Mo.

<b>KANSAS CITY PO</b>	WER &	LIGHT COMPANY			
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			For _	Missouri Retail Servic	e Area

#### SCLAR PHOTOVOLTAIC REBATE PROGRAM Schedule SR (continued)

#### PROGRAM REBATE

Customers with installed and interconnected Solar Electric Systems may be eligible to receive a rebate based on the size of the system up to a maximum of twenty-five (25) kilowatts (kW) per retail account. For the purpose of determining the amount of rebate, the Solar Electric System wattage rating will be the direct current wattage rating provided by the original manufacturer. Customers will be required to complete a rebate application. Applications will be accepted for pre-approval starting January 1, 2010. Customers will be notified in writing, by letter or email, that the rebate application has been accepted or that the rebate application has not been accepted. Complete and accurate rebate applications received by the Company on or before December 31<sup>st</sup> of any year and for which the system becomes operational on or before June 30<sup>th</sup> of the following year, will be eligible for a solar rebate according to the following schedule:

Application Received on or before December 31 <sup>st</sup> of the year	Operational on or before June 30 <sup>th</sup> of the year*	Rebate Rate per Watt
2013	2014	\$2.00
2014	2015	\$1.50
2015	2016	\$1.00
2016	2017	\$0.50
2017	2018	\$0.50
2018	2019	\$0.50
2019	2020	\$0.25

\*Rebates will be paid if the Customer meets all requirements but the operational date is missed due to actions by the Company.

The Customer must notify the Company when the Solar Electric System is ready for interconnection. The Company will verify the Solar Electric System installation at the time of interconnection. A rebate payment will be issued within thirty (30) days of verification. If full operation is not achieved within six (6) months of acceptance of the rebate application, in order to keep eligibility for the rebate offer, the Customer must file a report with the Company demonstrating substantial project progress and indicating continued interest in the rebate. The six (6)-month report shall include proof of purchase of the majority of the solar electric system components, partial system construction, and building permit if required by the jurisdictional authority. Customers who do not demonstrate substantial progress within six (6) months of receipt of the rebate offer, or achieve full operation within one (1) year of receipt of rebate offer, will be required to reapply for any solar rebate.

Rebates will be paid on a first-come, first-served basis, as determined by the Solar Electric Systems operational date. Any rebate applications that are received in a particular calendar year but not approved due to Program funding limitations will be the first applications considered in the following calendar year. Applications accepted by the Company will expire 12 months after receipt if the Customer has not satisfied the terms of this tariff or if the Solar Electric System has not become operational. All Application forms may be obtained from the Company's website <u>www.KCPL.com</u>.

Darrin R. Ives, Senior Director

DATE EFFECTIVE:

<b>KANSAS CITY PO</b>	WER & L	IGHT COMPANY		
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			For _I	Missouri Retail Service Area

#### SCLAR PHOTOVOLTAIC REBATE PROGRAM Schedule SR (continued)

#### SOLAR ELECTRIC SYSTEM INTERCONNECTION AND INSPECTION

Interconnection of the Solar Electric System shall be made under Schedule NM, the Net Metering Interconnection Agreement tariff approved by the Commission for customer-owned renewable generation. The Solar Electric System shall meet all of the requirements of Schedule NM to be considered for rebate under this Program

The Company reserves the right to audit and inspect Customer owned Solar Electric Systems for which it has paid a rebate, at any reasonable time, with prior notice of at least three (3) business days provided to the Customer. Advance notice is not required if there is reason to believe the Solar Electric System poses a safety risk to the Customer, the premises, the Company's electrical system or the Company's personnel.

#### SOLAR RENEWABLE ENERGY CREDIT (S-REC)

For rebates paid on and after August 28, 2013 and as a condition of receiving a rebate, customers shall transfer to the electric utility all right, title, and interest in and to the renewable energy credits associated with the new or expanded solar electric system that qualified the customer for the solar rebate for a period of ten years from the date the electric utility confirmed that the solar electric system was installed and operational. For a Solar Electric System of ten kilowatts (10 kW) and larger and as a condition of receiving a rebate, the Customer must execute and submit an affidavit for the Company's use in complying with §393.1030 RSMo.

The number of S-RECs produced annually by Solar Electric Systems will be determined by the Company using PVWatts software developed by the U.S. Department of Energy (DOE) with the result rounded to the tenths digit.

The Company may at its discretion, offer a standard contract for the purchase of S-RECs created by the Solar Electric Systems operational prior to August 28, 2013.

Darrin R. Ives, Senior Director

DATE EFFECTIVE:

Kansas City, Mo.