

NET METERING
(Rate Title Or Number)

APPLICABILITY

For service to customer where a part or all of the electrical requirements of the customer can be supplied from a renewable generating facility as defined by applicable net metering rules of the Colorado PUC.

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AVAILABILITY

To customers described above who receive service from the cooperative. The connection of these net metering systems to the electrical grid shall be controlled by the applicable net metering and generator interconnection rules of the Colorado Public Utility Commission.

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SERVICE CONDITIONS

The customer shall sign and deliver to the cooperative an agreement for Interconnection as supplied by the cooperative, which may be modified or amended from time to time, and to provide any additional information reasonably requested by the cooperative as it may from time to time deem appropriate under this Schedule.

PARALLEL OPERATION

The customer agrees to allow the cooperative, at its sole discretion, to test the generation protective system as it deems appropriate. This test, if required, shall be conducted before the system is placed in continuous operation.

Advice Letter 117

Issue Date 12/01/2008

Signature of Issuing Officer

Decision or Board Action
Authority No. 11/21/2008

General Manager

Effective Date 01/01/2009

Title

SCHEDULE NET METERING
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<p>The cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and waveform fluctuations occasioned by causes reasonably beyond the control of the cooperative or by causes resulting from acts allowed the cooperative as set forth herein, or for damages resulting from, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any commission, tribunal or governmental authority having jurisdiction.</p> <p>Customer agrees to indemnify, hold harmless, and defend the cooperative for and from any and all losses, damages, claims, liabilities, lawsuits and other proceedings, judgments, and awards, costs, expenses and penalties (including but not limited to reasonable attorney fees) arising directly or indirectly, in whole or in part, from activities of the customer under this Schedule.</p>	Rate
<p><u>RATE</u></p> <p>A customer receiving service under this Schedule is subject to the identical rate structure and rate components that would be assigned if the customer were not an eligible net meter customer. An eligible customer served under this schedule is responsible for all charges from its otherwise-applicable rate schedule including but not limited to monthly minimum charges, customer charges, meter charges, basic charges, demand charges and surcharges.</p> <p>Customer net meter systems participating under this schedule may be eligible for additional payments for the Renewable Energy Credits typically associated with such renewable energy generation. This payment will be made at the sole discretion of Empire Electric Association, Inc. per the current policies and procedures of Tri-State Generation and Transmission Association Inc. (Tri-State). Tri-State is the wholesale supplier to Empire Electric Association, Inc.</p>	T

Advice Letter	<u>117</u>	<i>Signature of Issuing Officer</i>	Issue Date	<u>12/01/2008</u>
Decision or Authority No.	<u>Board Action 11/21/2008</u>	<u>General Manager</u> <i>Title</i>	Effective Date	<u>01/01/2009</u>

Empire Electric Association, Inc.

Name of Utility

Cancels 1st Revised
Original

CO & UT 3
Sheet 16C
Sheet _____

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SPECIAL CONDITIONS

The customer agrees that they may be billed on an estimated levelized kWh usage method. The estimated usage less renewable generation will be estimated on a calendar year basis and levelized over 12 months. The customer-generator will be billed monthly at the applicable rate for this levelized kWh usage. At the end of the calendar year the customer-generator will be billed for any usage in excess of the levelized kWh usage at the applicable kWh rate. Billing for usage in excess of the levelized amount will occur on the customer-generators regularly scheduled billing period after the end of the calendar year. The cooperative may, at its sole discretion, adjust the levelized amount at any time to minimize the amount of any end of calendar year adjustment.

Payment for excess generation will be made within sixty (60) days from the end of the calendar year, or from the date the customer terminates service at the average cost of power from the cooperatives wholesale supplier for that year, excluding wholesale power sold to loads billed under the cooperative's SCS tariffs.

ELECTRIC SERVICE REGULATIONS

Service under this schedule will be in accordance with the terms of the electric service regulations of the cooperative as approved by the cooperative board of directors and any regulatory authorities having jurisdiction.

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