

Flint Hills Rural Electric Cooperative Association, Inc.

Index No. \_\_\_\_\_

Schedule NMR

Replacing Schedule NMR

Which was issued January 18, 2010

All Territory

(Territory to which schedule is applicable)

The cooperative's bylaws, rules and regulations are supplemental to this schedule and are incorporated herein.

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### NET METERING RIDER

#### DEFINITIONS:

##### Cooperative:

The Flint Hills Rural Electric Cooperative Association, Inc. located at 1564 S. 1000 Road, Council Grove, Kansas.

##### Customer-generator:

The member who owns or operates a qualified electric energy generation unit (generation unit) which:

- a) Is powered by a Renewable Energy Resource as defined below;
- b) Is located on a premises owned, operated, leased, or otherwise controlled by the Customer-generator;
- c) Is interconnected and operates in parallel phase and synchronization with the Cooperative's system;
- d) Is intended primarily to offset part of the Customer-generator's own electrical energy requirements;
- e) Meets all applicable rules, regulations, statutes and other laws, and 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 or any jurisdictional governing authorities;
- f) Contains a mechanism that automatically disables the generation unit and interrupts the flow of electricity onto the Cooperative's electric lines if service to the Customer-generator is interrupted; and
- g) Is not connected to a battery energy storage system. The appropriate Parallel Generation Rider shall apply to members with battery energy storage systems.

A generation unit owned or operated by a Customer-Generator cannot be connected in common with any other meter or be deemed to be for the purpose of serving the load connected to any other meter. To the extent that the Customer-generator controls the generation unit and meets the requirements and accepts all the obligations of this Net Metering Rider, the Customer-generator is not required to own the generating facilities.

##### Appropriate Size:

The Customer-generator's generation unit shall be sized so that the sum of the maximum AC output capacity shall not exceed an amount as calculated with the following formula:

Divide 50% of the Customer-generator's historic electric consumption in kilowatt-hours for the previous 12-month period by 8,760 (hours/year); and divide the quotient by a capacity factor of 20% for a solar energy resource or 25% for a wind energy resource. If the Cooperative does not have adequate historic electric consumption data for the customer, the historic consumption shall be 7.15 kilowatt-hours per square foot of above-grade conditioned space.

The capacity factor for an energy resource other than solar or wind shall be a generally accepted industry standard capacity factor, as determined by the Cooperative, for the specific energy resource being utilized.

##### Delivered Electric Energy:

Electric energy supplied by the Cooperative through a Customer-generator's billing meter.

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By

  
Signature of Officer

Effective      With bills rendered on or after  
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Title

Shawn Potts, President

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**Excess (Received) Electric Energy:**

Electric energy produced by the generation unit more than the instantaneous consumption requirements of the Customer-generator and received by the Cooperative.

**Net Metering:**

A bi-directional metering process using equipment sufficient to measure the difference between the electrical energy delivered to a Customer-generator by the Cooperative and the electrical energy supplied by the Customer-generator and received by the Cooperative over an applicable billing period.

**Operational Date of the Customer-generator's generating unit:**

The date at which the Cooperative has given the Customer-generator permission to operate the Customer-generator's generating unit at the approved maximum AC output capacity.

**Renewable Energy Resources:**

Electrical energy produced from an energy resource or technologies defined as renewable in K.S.A. 17-4652, and amendments thereto, or energy produced from municipal or other solid waste or animal waste.

**LIMITED AVAILABILITY:**

Net metering service is available under this rider at points on the Cooperative's existing electric distribution system, located within its service area, for Customers operating a generation unit powered by a Renewable Energy Resource. The net metering service is available to Customer-generators on a first-come, first-served basis until the sum of the generation unit nameplate AC capacity of all Cooperative interconnections served under the Cooperative's Net Metering Rider (NMR), Parallel Generation Rider-Renewable Generation (PGR-RG), and Parallel Generation Rider (PGR) equals or exceeds five percent of the Cooperative's peak retail load in the state during the previous calendar year. Each kilowatt of nameplate AC capacity of parallel generation under the above stated riders shall count as 1.10 kilowatts toward the five percent limit. Upon reaching either of these limits, no further service shall be available under this rider. The Cooperative may limit the number and size of generation units to be connected to the Cooperative's system due to the capacity of the associated facilities, including, but not limited to the circuit, feeder line, distribution line or substation to which such generation unit is directly or indirectly connected. This rider shall not be available for any electric service schedule allowed for resale. A Customer-generator shall have the option of interconnecting a generation unit under the appropriate Parallel Generation Rider, provided capacity limits allow and all terms of the Parallel Generation Rider are met by Customer-generator. However, renewable Customer-generators may not change between the Net Metering Rider and Parallel Generation Rider without the prior approval of the Cooperative, and such elections shall not be for periods less than one-year. Effective January 1, 2026, once a customer-generator has been on the Net Metering Rider for a sum of 10 years the availability of the Net Metering Rider for that customer-generator will permanently end and the account will be transferred to the Parallel Generation Rider-Renewable.

The Customer-generator's election to take service under this Net Metering Rider serves as a voluntary waiver to rights under the Cooperative's Parallel Generation Rider(s) and/or K.S.A. 66-1184 for the entire time Customer-generator elects to take service under the Cooperative's Net Metering Rider.

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**APPLICABILITY:**

This net metering rider is applicable to Customer-generators with a Cooperative approved interconnection agreement. This schedule is applicable to Customer-generators where the capacity of the generation unit is appropriately sized to the Customer-generator's load based on their historical consumption, as determined by the Cooperative. In determining the Customer's energy use, the Cooperative will not consider loads that are speculative or which the Customer plans to add at a future date.

Regardless of appropriate sizing this net metering rider is not applicable where the maximum AC output capacity exceeds 15 kilowatts for residential customers or 100 kilowatts for commercial, industrial, school, religious institution, local government, state government, federal government and agricultural customers.

**CHARACTER OF SERVICE:**

Alternating current, 60 hertz, at the voltage and phase of the Cooperative's established secondary distribution system immediately adjacent to the service location.

**BILLING AND PAYMENT:**

The Cooperative shall render a bill for net energy consumption at approximately 30-day intervals during the Cooperative's normal billing period. Net energy consumption is defined as the electric energy delivered by the Cooperative to the Customer-generator minus excess electric energy received by the Cooperative during the billing period. Any net energy consumption shall be valued as follows:

To the extent the net energy consumption is positive (i.e. Cooperative delivered more electric energy to the Customer-generator during the billing period than Cooperative received from the Customer-generator as excess electric energy), the Customer-generator will be billed in accordance with the Cooperative's standard rate for Energy Charges (for the net energy consumption), plus any Customer Charges, Demand Charges, Minimum Charges, Adjustments, Surcharges or other charges that would otherwise be applicable to the Customer-generator under the standard rate.

To the extent the net energy consumption is negative or zero (i.e. Cooperative received more, or the same amount of, excess electric energy during the billing period than the Cooperative delivered), the Customer-generator will be billed in accordance with the Cooperative's standard rate for Customer Charges, Demand Charges, Minimum Charges, Adjustments, Surcharges or other charges that would otherwise be applicable to the Customer-generator under the standard rate; and any negative net energy consumption shall be retained by the Cooperative as a contribution to fixed costs associated with owning and maintaining the facilities required to provide electric service when the Customer-generator cannot meet its own consumption needs.

**TERMS AND CONDITIONS:**

1. **Metering.** The Cooperative will supply, own and maintain at its expense all necessary meters and associated equipment utilized for billing, but may charge the Customer-generator for the cost of any additional metering necessary to accommodate the Customer-generator's generation unit. The Customer-generator shall supply, at no expense to the Cooperative, a suitable location for meters and associated equipment. Such equipment shall always be accessible to utility personnel.

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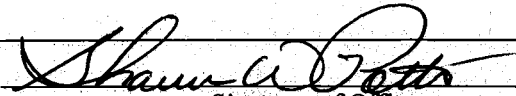
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2. **Export Limit.** The Cooperative shall have the right to require the Customer-generator, at certain times and as electric operating conditions warrant, to limit the production of electric energy from the generation unit to an amount no greater than the Customer-generator's load of which the generation unit is a part.
3. **Protective Equipment.** The Customer-generator shall furnish, install, operate and maintain in good order and repair without cost to the Cooperative such relays, locks and seals, breakers, automatic synchronizers, disconnecting devices, and other control and protective devices as shall be designated by the Cooperative as being required as suitable for the operation of the generation unit in parallel with the Cooperative's system.
4. **Manual Disconnect.** The Customer-generator shall install and maintain a visible, manual disconnect switch, within six (6) feet of Customer-generator's billing meter. This manual switch must have the capability to be locked out by Cooperative personnel to isolate the Cooperative's facilities in the event of an electrical outage on the Cooperative's transmission and distribution facilities serving the Customer-generator. This isolating device shall also serve as a means of isolation for the Customer-generator's equipment during any Customer-generator maintenance activities, routine outages or emergencies. The Cooperative shall give notice to the Customer-generator before a manual switch is locked or an isolating device used, if possible; and otherwise, shall give notice as soon as practicable after locking or isolating the Customer-generator's facilities.
5. **System Upgrades.** The Customer-generator may be required to reimburse the Cooperative for any equipment, facilities, protective equipment or upgrades necessary to accommodate the installation by the Customer-generator of a generation unit in parallel with the Cooperative's system.
6. **Initial Energizing.** The Customer-generator shall notify the Cooperative prior to the initial energizing and start-up testing of the Customer-generator's generation unit, and the Cooperative shall have the right to have a representative present at said test (witness test) to measure or verify settings, operational condition, or other requirements or system aspects.
7. **Power Quality.** If harmonics, voltage fluctuations, or other disruptive problems on the Cooperative's systems are directly attributable to the operation of the Customer-generator's generation unit, such problem(s) shall be corrected at the Customer-generator's expense.
8. **Indemnification.** Customer-generator's generation unit shall not damage the Cooperative's system or equipment or present an undue hazard to Cooperative personnel. The Cooperative shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a generation unit or for the acts or omissions of a Customer-generator that causes loss or injury, including death, to any third party. The Customer-generator agrees to hold the Cooperative harmless from injuries or property damage incurred by any person and arising out of the ownership, operation, maintenance, or use of the Customer-generator's generation unit and to indemnify the Cooperative against all liability and expense related thereto.

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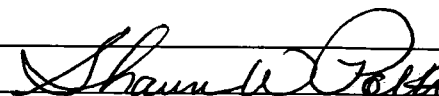
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9. Interconnection Agreement. Prior to installing and interconnecting a generation unit, the Customer shall enter into a standard interconnection agreement with the Cooperative setting forth the conditions related to technical and safety aspects of parallel generation.
10. Rules & Regulations. Service under this Net Metering Rider is subject to the Cooperative's Rules and Regulations as adopted by the Board of Trustees and any subsequently approved modifications that may be adopted by said Board during the term of service.
11. Insurance. The Customer-generator shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generation unit being interconnected, the interconnection itself and the characteristics of the generation unit to which the interconnection is made. For a generation unit having a maximum nameplate generating capacity of 10 kilowatts or less, a Customer-generator whose generation unit meets the standards specified in (e) in the Customer-generator definition above shall not be required to install additional controls, perform or pay for additional tests or distribution equipment or purchase additional liability insurance other than such general liability insurance. For a generation unit having a maximum nameplate generating capacity of greater than 10 kilowatts, the Board of Trustees shall: (1) set forth safety, performance and reliability standards and insurance requirements; and (2) establish the qualifications for exemption from a requirement to install additional controls, perform or pay for additional tests or distribution equipment or purchase additional liability insurance.
12. Application for Interconnection. Applications by a Customer-generator for interconnection of the generation unit to the Cooperative's distribution system shall be accompanied by the plan for the Customer-generator's generation unit, including, but not limited to, a wiring diagram and specifications for the generation unit showing the configuration of all equipment, current and potential circuits, and protection and control schemes. Any diagrams or drawings shall use industry standard symbols. If the maximum AC output capacity of the generation unit exceeds 50 kilowatts, the one-line diagram must be signed and stamped by a licensed Professional Engineer. Applications shall be reviewed and responded to by the Cooperative within 30 days after receipt for systems of 10 kilowatts or less and within 90 days after receipt for all other systems. Prior to the interconnection of the generation unit to the Cooperative's system, the Customer-generator shall furnish the Cooperative a certification from a qualified professional electrician or engineer that the installation meets the requirements of (e) in the Customer-generator definitions above. If the application for interconnection is approved by the Cooperative and the Customer-generator does not complete the interconnection within one year after receipt of notice of the approval, the approval shall expire, and the Customer-generator shall be responsible for filing a new application. Before an approved generation unit is modified or changed, the Customer-generator shall submit a new application under this section. Upon the change in ownership of a generation unit, the new customer-generator shall be responsible for filing a new application under this section.

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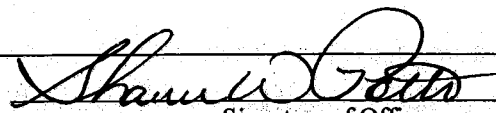
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13. Renewable Energy Credits or Attributes. Ownership of all renewable energy credits, greenhouse gas emission credit and any other renewable energy attributes related to any electric energy produced by an eligible generation unit shall be retained by the Customer-generator.

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