

4 Rivers Electric Cooperative, Inc.'s (Cooperative's) Bylaws, Rules and Regulations are supplemental to this tariff and are incorporated herein.

PARALLEL GENERATION RIDER

DEFINITIONS:

1. **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 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 .288 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.

2. **Customer-generator:**

The owner or operator of a qualified electric energy generation unit which:

- Is powered by a Renewable Energy Resource as defined by Kansas state statutes (see definition below);
- Is located on a premises owned, operated, leased, or otherwise controlled by the Customer-generator;
- Is interconnected and operates in parallel phase and synchronization with the Cooperative;
- Is appropriately sized to primarily offset part or all of the Customer-generator's own electrical energy requirements;
- 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
- Contains a mechanism that automatically disables the unit and interrupts the flow of electricity back onto the supplier's electricity lines in the event that service to the Customer-generator is interrupted.

Each meter connected under this Rider defines a Customer-generator. A generator 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.

3. **Renewable Energy Resources:**

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

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4. Avoided Cost:

As defined in K.S.A. 66-1,184 et seq., the incremental cost to a utility of electric energy that such utility would generate itself or purchase from another source and as such term is interpreted by the Federal Energy Regulatory Commission from time to time. The Avoided Cost of energy delivered by the Member to the Cooperative from the Distributed Energy System shall be the monthly energy-weighted variable cost per kWh of energy assessed by the Cooperative's generation and transmission (G&T) supplier's load-following power supply resources to meet the G&T's load obligation for the period in which energy was delivered to the Cooperative.

5. Distributed Energy System:

As defined in K.S.A. 66-1,184 et seq., any device or assembly of devices and supporting facilities that are capable of feeding excess electric power generated by a Customer-generator's energy producing system into the utility's system, such that all energy output and all other services will be fully consumed by the Member or the utility.

6. Export:

As defined in K.S.A. 66-1,184 et seq., power that flows from a Customer-generator's electrical system through such Customer-generator's billing meter and onto the utility's electric lines. Export includes the sum of power on all phase conductors.

7. Historic Peak Demand:

The lesser of the prior year's summer peak demand ratchet, as defined by the Cooperative's G&T, plus self-generation owned or controlled by the Cooperative or the rolling five (5) year average of the Cooperative's summer peak demand ratchet plus self-generation owned or controlled by the Cooperative. Historic Peak Demand shall not include additional demand of any new or expanded facility of an industrial, commercial, or data center that receives electric service at a voltage of 34.5 kV or higher and commences service on or after July 1, 2025.

AVAILABILITY:

Service is available under this rider at points on the Cooperative's existing electric distribution system, located within its service area, for Customer-generators that desire to interconnect a Distributed Energy System owned by the Customer-generator to the Cooperative's delivery and metering system for the purpose of exporting excess electrical power generated by the Customer-generator's Distributed Energy System to the Cooperative's system. This device will be installed on the Customer-generator's secondary system behind the Customer-generator's active retail electric meter. .

The Cooperative will make parallel generation service under this Rider available to Customer-generators on a first-come, first-served basis until the Cooperative's aggregate Export capacity from all Distributed Energy Systems, including systems that are subject to this Rider and systems that are subject to the Cooperative's Net Metering Rider, equals or exceeds the following:

1. Commencing on July 1, 2025, 6% of the Cooperative's Historic Retail Peak Demand; and
2. Commencing on July 1, 2026, 7% of the Cooperative's Historic Retail Peak Demand; and
3. Commencing on July 1, 2027, and each year thereafter, 8% of the Cooperative's Historic Retail Peak Demand.

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Upon reaching any of the above-described limits, no further service shall be available under this rider. This rider shall not be available for any electric service schedule allowing for resale. A qualifying Customer-generator shall have the alternative option of interconnecting renewable generation under this Rider and the Net Metering Rider. However, renewable Customer-generators may not change between this Rider and the Net Metering Riders without the prior approval of the Cooperative, and such elections shall not be for periods less than one-year.

APPLICABILITY:

This 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. 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.

CHARACTER OF SERVICE:

Alternating current, 60 cycles, 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 consumption at approximately 30-day intervals during the Cooperative's normal billing process. Billing by the Cooperative to the Customer-generator shall be in accordance with the Cooperative's applicable rate schedule. For electrical energy delivered by the Customer-generator to the Cooperative from the Distributed Energy System, the Cooperative shall pay per kilowatt hour one-hundred percent (100%) of Cooperative's Avoided Cost as a credit to the Customer-generator's electric bill.

TERMS AND CONDITIONS:

- Metering:** The Cooperative will supply, own and maintain at its expense all necessary meters and associated equipment utilized for billing. The Customer-generator shall supply, at no expense to the Cooperative, a suitable location for meters and associated equipment. Such equipment shall be accessible at all times to utility personnel. The Customer-generator shall reimburse the Cooperative for the cost of any additional distribution facilities necessary to accommodate the Customer-generators facility.
- 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 electrical energy from the generating facility to an amount no greater than the load at the Customer-generator's facility of which the generating facility is a part.
- 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 generator in parallel with the Cooperative's system.
- Manual Disconnect:** The Customer-generator shall install and clearly label 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 utility worker the ability to manually and instantly disconnect the unit from the utility's electric distribution system. The Cooperative shall give notice to the Customer 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.

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5. **System Upgrades:** The Customer-generator may be required to reimburse the Cooperative for any equipment, facilities, protective equipment or upgrades required solely as a result of the installation by the Customer-generator of generation 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-owned generator, and the Cooperative shall have the right to have a representative present at said test.
7. **Power Quality:** If harmonics, voltage fluctuations, or other disruptive problems on the utility's system are directly attributable to the operation of the Customer-generator's system, such problem(s) shall be corrected at the Customer-generator's expense.
8. **Indemnification:** Customer-generator's generating system 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 cause loss or injury, including death, to any third party. The Customer-generator agrees to hold the Cooperative harmless from injury 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.
9. **Rules & Regulations:** Service under this 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.
10. **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 generating equipment being interconnected, the interconnection itself and the characteristics of the system to which the interconnection is made. For Renewable Energy Resource systems having a maximum nameplate generating capability of 10 kW or less, a Customer-generator whose system meets the standards specified in (f) 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 Renewable Energy Resource systems having a maximum nameplate generating capability of greater than 10 kW, 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.

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11. **Application for Interconnection:** Applications by a Customer-generator for interconnection of the qualified 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 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 qualified generation unit to the supplier'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 paragraph f, 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 qualified Renewable Energy Resource, the new Customer-generator shall be responsible for filing a new application under this section.
12. **Interconnection Agreement:** Prior to installing and interconnecting a Renewable Energy Resource the Customer-generator shall enter into an Interconnection Agreement with the Cooperative setting forth the conditions related to technical and safety aspects of operating a generation unit. Upon the change in ownership of a generation unit, the new Customer-generator shall be responsible for filing an Interconnection Agreement under this section within 30 days with the Cooperative.
13. **Renewable Energy Credits or Attributes:** Ownership of all renewable energy credits, greenhouse gas emission credits and any other renewable energy attributes related to any electricity produced by the eligible renewable energy resource shall be retained by the Customer-generator.

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