

RIDER FOR STANDBY SERVICE (SHEET 93 – 93B)

APPLICATION

The Rider for Standby Service is required under the following provisions for any member needing scheduled maintenance service or unscheduled outage service who is receiving electric service under one of the Cooperative's firm retail electric rate schedules and who has entered into a contract with the Cooperative for the interconnection and operation of an on-site extended parallel distributed generation system:

1. Contracts will be made for this service provided the Cooperative has sufficient capacity available in transmission and distribution facilities to provide such service at the location where the service is requested.
2. Power production equipment (distributed generation system) at the member's site shall not operate in parallel with the Cooperative's system until the installation has been inspected by an authorized Cooperative representative and final written approval is received from the Cooperative to commence parallel operation.
3. The minimum term of service taken under this Rider shall be one (1) year or such longer period as may be required under an Electric Service Agreement. Following this initial one-year period, a member receiving standby service may terminate standby service and establish service under a firm service tariff schedule within the same time frame as would be required of a new member with a similar firm service load. Such time frame may be dependent on the Cooperative's Power Supplier's ability to adjust its generation capability, including reserve margin, for the increased firm load due to the member's selection of firm service from the Cooperative.
4. Energy provided to the member under this Rider is limited to energy used during a forced outage or planned maintenance of the member's distributed generation system.

Exceptions to this Application include:

1. Any member taking service under the Cooperative's Net Metering Service Schedule as established under Wyoming Statute 37-16-101 to 104 shall not be required to take service under this Rider for standby services required to temporarily back up distributed generation systems rated at 25 kW or less;
2. Any member taking service under the Cooperative's Co-Generation Service shall not be required to take service under this Rider for standby services required to temporarily back up distributed generation systems rated at less than 1 MW. However, the Cooperative reserves the right to limit the number of Distributed Generation members receiving such an exception based on financial considerations; or
3. Any member, in lieu of service under this Rider, may provide physical assurance to ensure that standby service is not taken. A member requesting physical assurance shall agree to furnish and install an approved load-limiting device which shall be set and sealed by the Cooperative so that the member's use of service will not exceed the member's contracted demand. The installed cost of the load limiting device shall be paid by the member.

DEFINITIONS

Contracted Standby Demand is the quantity specified in the member's Electric Service Agreement as the maximum amount of firm or non-firm standby service the Cooperative is obligated to supply.

Extended Parallel means the distributed generation system is designed to remain connected with the Cooperative's distribution system for an extended period of time. The Cooperative's distribution system and the members' distributed generation system will normally be isolated from each other by use of a normally open switch.

Firm Service refers to a Cooperative's most reliable, constant electric service. A Cooperative would interrupt the supply of electricity to a firm-service member only as a last resort.

Non-Firm Service refers to electric service that a Cooperative provides only to the extent that it has capacity not being used to meet the needs of firm-service members at the moment.

Scheduled Maintenance service is energy, or energy and capacity, supplied by the Cooperative during scheduled maintenance of the member's non-Cooperative source of electric energy supply (distributed generation system).

Unscheduled Outage service is energy, or energy and capacity, supplied by the Cooperative during unscheduled outages of the member's non-Cooperative source of electric energy supply (distributed generation system).

MONTHLY RATE

The following Reservation and Usage Fees are applicable in addition to all charges for service being taken under the Cooperative's base rate schedule:

Reservation Fees

Charges as specified below for the reservation of either Firm or Non-Firm generation, transmission and distribution service per Month per kW will each be applied to the member's Contracted Standby Demand as specified in the member's Electric Service Agreement with the Cooperative:

	Firm Service (\$ per kW)	Non-Firm Service (\$ per kW)
Generation	*	**
Transmission	*	**
Distribution	\$6.34	\$6.34

* Firm Standby Service generation and transmission Reservation Fees will be billed under the rates, terms and conditions of the Cooperative's wholesale power supplier.

** Non-Firm Standby Service generation and transmission Reservation Fees will be billed under the rates, terms and conditions of the Cooperative's wholesale power supplier.

USAGE FEES

Demand Charge

If a member registers electrical usage from the Cooperative during a billing month, then such usage may result in demand charges, which may vary between the members contracting for Firm Standby Service or Non-Firm Standby Service.

If usage of a firm standby, the member results in wholesale capacity charges to the Cooperative, then the metered demand of such usage will be charged at the demand rate as contained in the base tariff to which this Rider is attached minus the applicable Reservation Fees paid by the member during such billing month. The reduction in the base tariff billing demand will be provided up to the amount of Contracted Standby Demand. Any metered demand for the member's electrical usage from the Cooperative that exceeds the Contracted Standby demand level will be billed at the full demand rate specified in the base tariff. In addition, the member's Contracted Standby Demand will be adjusted as specified in the Billing Demand clause of this Rider. If the member registers electrical usage from the Cooperative during a billing month that also coincides with the Cooperative's wholesale power supplier's applicable billing peak, then additional demand charges may be applied by the Cooperative to ensure that the member fully compensates the Cooperative for such wholesale power costs.

Power may not be available when needed for a non-firm standby member. If power is available and usage of a non-firm standby member results in wholesale capacity charges to the Cooperative, then if by the metered demand of such usage will be charged at no less than the demand rate as contained in the base tariff to which this Rider is attached minus the applicable Reservation Fees paid by the member during such billing month. (Any higher demand charges for non-firm demand use will reflect higher wholesale demand costs incurred to provide such service.) The reduction in the base tariff billing demand will be provided up to the amount of Contracted Standby Demand. Any metered demand for member electrical usage from the Cooperative that exceeds the Contracted Standby Demand level will be billed at the full demand rate specified in the base tariff. In addition, the member's Contracted Standby Demand will be adjusted as specified in the Billing Demand clause of this Rider. If the member registers electrical usage from the Cooperative during a billing month that also coincides with the Cooperative's wholesale power supplier's applicable billing peak, then additional demand charges may be applied by the Cooperative to ensure that the member fully compensates the Cooperative for such wholesale power costs.

Energy Charge

Energy actually used by a firm standby member under this Rider will be charged at the same energy rate as contained in the base tariff to which this Rider is attached.

If energy is available for a non-firm standby member, then energy actually used under this Rider will be charged at no less than the energy rate contained in the base tariff to which this Rider is attached. Any higher energy charges for non-firm energy use will reflect higher wholesale energy costs incurred to provide such energy.

Rate Adjustments

Bills shall be subject to all adjustments applicable to the base schedule to which this Rider is attached.

BILLING DEMAND

The member shall contract for a specific kilowatt demand of standby service sufficient to meet the member's requirements when the distributed generation system is not being operated. In the event the Contracted Standby Demand is exceeded in any month by a higher billing demand, such higher demand shall be considered as the new billing demand for the month. The billing demand for Reservation Fees thereafter shall not be less than the newly established billing demand for the remainder of the contract. Such adjustment of billing demand applicable to Reservation Fees will recognize circumstances where on-going firm service is being provided in addition to standby service.

STRANDED INVESTMENT

Any member who installs load limiting equipment to ensure that standby service is not taken (physical assurance) and does not intend to deliver power into the distribution system will have the option of making a lump sum payment to the Cooperative for stranded distribution investment. If such lump sum payment is not made, then the member will be subject to distribution standby charges based on the member's typical demands incurred prior to requesting physical assurance status.

BILLING AND TERMS OF PAYMENT

Billing and terms of payment shall be governed as set forth in the Cooperative's applicable base rate schedule.

TERMS AND CONDITIONS OF SERVICE

1. The member shall execute an Electric Service Agreement with the Cooperative which shall specify:
 - a. Standard rate schedule (to which this Rider is attached);
 - b. Contracted Standby Demand;
 - c. Generator Nameplate Rating; and
 - d. Type of Standby Service (firm or non-firm).
2. The Cooperative will install all metering equipment necessary to monitor services provided to ensure adequate measurements are obtained to support the necessary application of charges.
3. The member shall make provision for on-site metering. All energy received from and delivered to the Cooperative shall be separately metered. The Cooperative may require metering of the generation output.
4. The member shall pay for all interconnection costs incurred by the Cooperative made necessary by the installation of the distributed generation system.
5. The Cooperative reserves the right to discontinue the member's generator from its system if the generator interferes with the operation of the Cooperative's equipment or with the equipment of other Cooperative members.
6. The Cooperative shall not be obligated to supply standby service for a member's load in excess of the capacity for which the member has contracted.
7. The member shall be liable for all damages or costs caused by the member's use of power in excess of contracted for capacity.
8. The Cooperative may require the member to furnish and install an approved load limiting device which shall be set and sealed by the Cooperative so that the member's use of service will not exceed the number of kilowatts contracted for by the member.
9. The member shall annually furnish documentation to the Cooperative confirming the maximum capacity and reliability of the power source for which the member requires Standby Service.
10. The Cooperative and the member will coordinate the planning and determining of a schedule for performance of periodic maintenance of the member's facilities. Such maintenance shall be scheduled to avoid wholesale power billing costs or as agreed upon in the contract. The Cooperative will require the member to provide reasonable notice of its proposed schedule for maintenance. The duration of the agreed maintenance schedule may thereafter be extended only with the consent of the Cooperative in response to the member's request received prior to the end of the maintenance period.
11. The Cooperative reserves the right to establish a minimum charge in order to recover the costs of facilities required to serve such load. Said charge shall be specified in the Electric Service Agreement.
12. The Cooperative may be reimbursed by the member for costs which are incurred, or which have been previously incurred, in providing facilities which are used principally or exclusively in supplying service for any portion of the member's requirements which are to be normally supplied from a source of power other than the Cooperative's electric system.
13. All electricity delivered shall be for the exclusive use of the member and shall not be resold.
14. The member shall indemnify the Cooperative against all liability which may result from any and all claims for damages to property and injury or death to persons which may arise out of or be caused by the erection, maintenance, presence, or operation of the co-generation facility or by any related act or omission of the member, its employees, agents, contractors or subcontractors.