

# LUMBEE RIVER ELECTRIC MEMBERSHIP CORPORATION

## Electric Rates

### SCHEDULE LQF

#### Large Qualifying Facilities Power Producer

#### **AVAILABILITY**

Service under this schedule is available to customers who have an Eligible Qualifying Facility with a nameplate capacity greater than 25 kW interconnected directly with the Cooperative's system and who have contracted to sell generating capacity and energy to the Cooperative. The maximum size of a generator interconnected to the Cooperative's system will be limited by the impact the generator will have on the Cooperative's system based upon its location on the system and the results of an Engineering Study commissioned by the Cooperative and paid for by the customer. In order to be considered an Eligible Qualifying Facility the generator must be hydroelectric or fueled by trash or methane derived from landfills, hog waste, poultry waste, non-animal biomass, solar, or wind and meet the definition of a Qualifying Facility as defined by the Federal Energy Regulatory Commission's (FERC) Order No. 70 under Docket RM79-54.

Service necessary for the delivery of the customer's power into the Cooperative's system under this schedule shall be furnished solely to the individual contracting customer in a single enterprise, located entirely on a single, contiguous premise. Service hereunder shall be restricted to the capacity of the customer's generating facility operated in parallel with the Cooperative's system. Service necessary to supply the customer's total load requirements other than Auxiliary Load, and service necessary to supply the customer's Auxiliary Load when the customer's generating facilities are not operating, shall be billed on the applicable rate schedule(s) of the Cooperative. Power delivered to the Cooperative under this schedule shall not offset or be substituted for power contracted for or which may be contracted for under any other rate schedule of the Cooperative. Prior to receiving service under this schedule the customer must have a signed "Standard Interconnection Agreement" between the customer and the Cooperative.

The obligations of the Cooperative in regard to service under this schedule are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits for such service. The Cooperative shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from purchasing power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and permits. Customers receiving service under this schedule must have their renewable generation registered with the North Carolina Utilities Commission prior to connecting to the Cooperative's system.

If the customer requires supplemental, standby, or interruptible service, the customer shall enter into a separate service agreement with the Cooperative in accordance to the Cooperative's applicable electric rates, riders, and established Service Rules and Regulations as filed with the North Carolina Utilities Commission.

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### CHARACTER OF SERVICE

Service shall be provided at one point of delivery through a single meter at one of the following voltages. Standard service shall be single-phase, 120/240 Volts, and 60 Hz. Three-phase service may be provided where available at 208/120 Volts or 480/277 Volts. Other voltages may be available with prior approval of the Cooperative.

### MONTHLY RATE

Administrative Charges:	
26 – 100 kW (nameplate capacity)	\$ 5.00 per month
Over 100 kW nameplate capacity)	\$ 120.00 per month
Energy Credit <sup>1</sup>	
All Energy per Month:	3.39 ¢ per kWh

- <sup>1</sup> If the capacity of the customer's generator is less than 500kW, the energy output from the generator will be credited to the customer by the Cooperative at the energy credits shown above. If the capacity of the customer's generator is 500kW or above, the energy output of the generator will be purchased by Cooperative's wholesale power provider at its avoided cost.

### INTERCONNECTION FACILITIES CHARGE

The customer shall be responsible for providing suitable control and protective devices on their equipment to assure no disturbance to other customers of the Cooperative or to the Cooperative itself and for protecting the customer's facilities from all loss or damage which could result from operation with the Cooperative's system. All interconnection equipment, including control and protective devices, must meet or exceed the National Electric Code (NEC), National Electric Safety Code (NESC), and Institute of Electrical and Electronics Engineers (IEEE) Standards.

The Cooperative will install, own, and maintain all distribution, service, and interconnection related facilities necessary for service under this schedule. Interconnection facilities include suitable control and protective devices installed on Cooperative equipment to allow operation of the customer's generating facilities; metering facilities equipped to prevent reverse registration for the measurement of service under this schedule; and any other modifications to its system required to serve the customer under this schedule as determined by the Cooperative.

Prior to installation, the customer shall be responsible for paying the Cooperative a contribution-in-aid of construction equal to the estimated installation cost of all distribution, service, metering, and interconnection related facilities that must be installed by the Cooperative to serve the generator. All such facilities shall be subject to a monthly Interconnection Facilities Charge which shall be:

1. The installed cost of the Cooperative's facilities necessary to serve the generator times 1.0% per month or

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### **POWER FACTOR CORRECTION**

When the average monthly power factor of the power supplied by the customer to the Cooperative is less than 95 percent lagging or less than 100 percent leading, the Cooperative may correct the energy, in kilowatt-hours, as appropriate. The Cooperative reserves the right to install facilities necessary for the measurement and correction of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Cooperative.

### **RENEWABLE ENERGY CERTIFICATES**

Payments and/or credits for Renewable Energy Certificates (RECs) and any environmental attributes produced as a result of the energy generated by the renewable generation shall be negotiated between the customer and the Cooperative on a case-by-case basis, with the Cooperative having the first right of refusal. The negotiated price shall be based upon the type of generation and the market for similar certificates at the time the generation comes online. Customers receiving compensation for RECs from the Cooperative shall not be eligible to participate in NC GreenPower's renewable generation program.

### **DEFINITIONS**

Nameplate Capacity: The term "Nameplate Capacity" shall mean the maximum continuous electrical output capability of the generator(s) at a power factor of ninety-seven percent (95%).

Capacity: The term "Capacity" shall mean the Nameplate Capacity of the customer's generating facilities, less the portion needed to serve the generating facilities' Auxiliary Load.

Auxiliary Load: The term "Auxiliary Load" shall mean power used to operate auxiliary equipment in the facility necessary for power generation (pumps, blowers, fuel preparation machinery, exciters, etc.).

Month: The term "Month" shall mean the period intervening between meter readings for the purposes of monthly billing.

### **PAYMENTS**

Credit billings to the customer shall be payable to the customer within twenty-five (25) days of the date of the scheduled meter reading.

### **SALES TAX**

Any applicable State and local sales taxes will be added to all services billed under this schedule.

### **RATE UPDATES**

Administrative Charges and Energy Credits of this schedule may be updated on an annual basis. Any changes in the Energy Credits will be based upon changes in the avoided cost of the Cooperative's wholesale power supplier.

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**CONTRACT PERIOD**

Contracts under this schedule shall specify the amount of capacity committed for delivery throughout the term of the contract and shall have a minimum initial term five (5) years.

The Cooperative reserves the right to terminate the contract under this schedule upon written notice to the customer in the event that the customer violates any of the terms or conditions of this schedule, operates its generating facilities in a manner which is detrimental to the Cooperative or any of its customers, or fails to deliver energy to the Cooperative for six (6) consecutive months. In the event of early termination of a contract under this schedule, the customer may be required to pay the Cooperative for costs due to such early termination.

I acknowledge that I have read this rider and understand that Lumbee River EMC does not offer retail net metering.

Member-Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_