

RATES SCHEDULE NM—NET METERING

AVAILABILITY OF NET METERING SERVICE

Net Metering is available to eligible member-generators in Fleming-Mason Energy's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Fleming-Mason Energy's single hour peak load during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of a supplier's single hour peak load during the previous year, upon Commission approval, Fleming-Mason Energy's obligation to offer net metering to a new member-generator may be limited. An eligible member-generator shall mean a member retail electric member of Fleming-Mason Energy with a generating facility that:

- 1) Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2) Has a rated capacity of not greater than ~~thirty (30)~~ **forty-five (45)** kilowatts; (l)
- 3) Is located on the member's premises;
- 4) Is owned and operated by the member;
- 5) Is connected in parallel with Fleming-Mason Energy's electric distribution system; and
- 6) Has the primary purpose of supplying all or part of the member's own electricity requirements.

At its sole discretion, Fleming-Mason Energy may provide Net Metering to other member- generators not meeting all the conditions listed above on a case-by-case basis.

METERING

Fleming-Mason Energy shall provide net metering services, without any cost to the Member for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Member of his or her responsibility to pay metering costs embedded in the Fleming-Mason Energy's Commission-approved base rates.

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ISSUED BY: _____
Joni K. Hazelrigg,
President and Chief Executive Officer

Net metered electricity shall be measured in accordance with standard metering practices established by Fleming-Mason Energy using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Fleming-Mason Energy to the member-generator and from the member-generator to Fleming-Mason Energy, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the member-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day and time-of-use billing agreement currently in place.

Any additional meter, meters, or distribution upgrades needed to monitor the flow in each direction shall be installed at the Member's expense.

BILLING AND PAYMENT

For charges collected on the basis of metered registration, Fleming-Mason Energy shall, for each monthly billing period, determine the net meter registration of the member-generator by comparing the directional energy flow in each direction. If the net meter registration shows that the deliveries of energy in kWh from the member-generator to Fleming-Mason Energy exceed the deliveries of energy in kWh from Fleming-Mason Energy to the member-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the member-generators carried over a Net Metering Credit from one of more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the member-generator exceed the deliveries of energy in kWh from the member-generator to the Cooperative, the member-generator shall pay the Cooperative for the net amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the current rate applicable to its type or class of electric service.

The member shall be responsible for payment of any applicable member charge or other applicable charges.

At no time shall Fleming-Mason Energy be required to convert the Net Billing Credit to cash. If a member-generator closes his account, no cash refund for residual Net Metering Credits shall be paid.

Net Metering Credits are not transferable between members or locations.

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APPLICATION AND APPROVAL PROCESS

The Member shall submit an Application for Interconnection and Net Metering ("Application") and receive approval from Fleming-Mason Energy prior to connecting the generator facility to Fleming-Mason Energy's system.

Applications will be submitted by the Member and reviewed and processed by Fleming-Mason Energy according to either Level 1 or Level 2 processes defined in this tariff.

Fleming-Mason Energy may reject an Application for violations of any code, standard, or regulation related to reliability or safety; however, Fleming-Mason Energy will work with the Member to resolve those issues to the extent practicable.

Members may contact Fleming-Mason Energy to check on status of an Application or with questions prior to submitting an Application. Contact information is provided on the Application form and is listed on Fleming-Mason Energy's website.

LEVEL 1 AND LEVEL 2 DEFINITIONS

LEVEL 1

A Level 1 Application shall be used if the generating facility is inverter-based and is certified by a nationally recognized testing laboratory to meet the requirements of Underwriters Laboratories Standard 1741 "Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources" (UL 1741).

Fleming-Mason Energy will approve the Level 1 Application if the generating facility also meets all of the following conditions:

- 1) For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed generating facility, will not exceed 15% of the Line Section's most recent annual one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.
- 2) If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed generating facility, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.

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- 3) If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 4) If the generating facility is to be connected to three-phase, three wire primary Fleming-Mason Energy distribution lines, the generator shall appear as a phase-to-phase connection at the primary Fleming-Mason Energy distribution line.
- 5) If the generating facility is to be connected to three-phase, four wire primary Fleming-Mason Energy distribution lines, the generator shall appear to the primary Fleming-Mason Energy distribution line as an effectively grounded source.
- 6) The interconnection will not be on an area or spot network.
- 7) Fleming-Mason Energy does not identify any violations of any applicable provision of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems."
- 8) No construction of facilities by Fleming-Mason Energy on its own system will be required to accommodate the generating facility.

If the generating facility does not meet all of the above listed criteria, Fleming-Mason Energy, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if Fleming-Mason Energy determines that the generating facility can be safely and reliably connected to Fleming-Mason Energy's system; or 2) deny the Application as submitted under the Level 1 Application.

Fleming-Mason Energy shall notify the member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

If the Application lacks complete information, Fleming-Mason Energy shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the time to process the Application.

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When approved, Fleming-Mason Energy will indicate by signing the approval line on the Level 1 Application Form and returning it to the Member. The approval will be subject to successful completion of an initial installation inspection and witness test if required by Fleming-Mason Energy. Fleming-Mason Energy's approval section of the Application will indicate if an inspection and witness test are required. If so, the Member shall notify Fleming-Mason Energy within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Fleming-Mason Energy to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Fleming-Mason Energy and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless Fleming-Mason Energy expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to non-compliance with any provision in the Application and Fleming-Mason Energy approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-inspected by Fleming-Mason Energy.

If the Application is denied, Fleming-Mason Energy will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

LEVEL 2

A Level 2 Application is required under any of the following:

- 1) The generating facility is not inverter based;
- 2) The generating facility uses equipment that is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741; or
- 3) The generating facility does not meet one or more of the additional conditions under Level 1.

Fleming-Mason Energy will approve the Level 2 Application if the generating facility meets Fleming-Mason Energy's technical interconnection requirements, which are based on IEEE 1547.

Fleming-Mason Energy will process the Level 2 Application within 30 business days of receipt of a complete Application. Within that time Fleming-Mason Energy will respond in one of the following ways:

- 1) The Application is approved and Fleming-Mason Energy will provide the Member with an Interconnection Agreement to sign.

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- 2) If construction or other changes to Fleming-Mason Energy's distribution system are required, the cost will be the responsibility of the Member. Fleming-Mason Energy will give notice to the Member and offer to meet to discuss estimated costs and construction timeframe. Should the Member agree to pay for costs and proceed, Fleming-Mason Energy will provide the Member with an Interconnection Agreement to sign within a reasonable time.
- 3) The Application is denied. Fleming-Mason Energy will supply the Member with reasons for denial and offer to meet to discuss possible changes that would result in Fleming-Mason Energy approval. Member may resubmit Application with changes.

If the Application lacks complete information, Fleming-Mason Energy shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the 30-business-day target to process the Application.

The Interconnection Agreement will contain all the terms and conditions for interconnection consistent with those specified in this tariff, inspection and witness test requirements, description of and cost of construction or other changes to Fleming-Mason Energy's distribution system required to accommodate the generating facility, and detailed documentation of the generating facilities which may include single line diagrams, relay settings, and a description of operation.

The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and Fleming-Mason Energy and all necessary conditions stipulated in the agreement are met.

APPLICATION, INSPECTION AND PROCESSING FEES

No application fees or other review, study, or inspection or witness test fees may be charged by Fleming-Mason Energy for Level 1 Applications.

In the event Fleming-Mason Energy determines an impact study is necessary with respect to a Level 2 Application, the Member shall be responsible for any reasonable costs up to \$1,000 for the initial impact study. Fleming-Mason Energy shall provide documentation of the actual cost of the impact study. Any other studies requested by the Member shall be at the Member's sole expense.

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TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to Fleming-Mason Energy's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- 1) Fleming-Mason Energy shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Fleming-Mason Energy's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient, and reliable operation of the generating facility in parallel with Fleming-Mason Energy's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Fleming-Mason Energy, the Member shall demonstrate generating facility compliance.
- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standard established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Fleming-Mason Energy's rules, regulations, and Service Regulations as contained in Fleming-Mason Energy's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Fleming-Mason Energy's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Fleming-Mason Energy for actual costs incurred for all such excess facilities prior to construction.

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TERMS AND CONDITIONS FOR INTERCONNECTION

- 5) Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Fleming-Mason Energy's electric system. At all times when the generating facility is being operated in parallel with Fleming-Mason Energy's electric system, Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Fleming-Mason Energy to any of its other members or to any electric system interconnected with Fleming-Mason Energy's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Fleming-Mason Energy's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.
- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Fleming-Mason Energy's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Fleming-Mason Energy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Fleming-Mason Energy.
- 7) After initial installation, Fleming-Mason Energy shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Fleming-Mason Energy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Fleming-Mason Energy's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Fleming-Mason Energy's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter,

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the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Fleming-Mason Energy personnel at all times. Fleming-Mason Energy may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Fleming-Mason Energy's safety and operating protocols.

- 9) Fleming-Mason Energy shall have the right and authority at Fleming-Mason Energy's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Fleming-Mason Energy believes that: (a) continued interconnection and parallel operation of the generating facility with Fleming-Mason Energy's electric system may create or contribute to a system emergency on either Fleming-Mason Energy's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Fleming-Mason Energy's electric system; or (c) the generating facility interferes with the operation of Fleming-Mason Energy's electric system. In non-emergency situations, Fleming-Mason Energy shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when Fleming-Mason Energy is unable to immediately isolate or cause the Member to isolate only the generating facility, Fleming-Mason Energy may isolate the Member's entire facility.
- 10) The Member shall agree that, without the prior written permission from Fleming-Mason Energy, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless the Fleming-Mason Energy and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorney's fees, for or on account of any injury or death of

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persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Fleming-Mason Energy except where such injury, death or damage was caused or contributed to by the fault or negligence of Fleming-Mason Energy or its employees, agents, representatives, or contractors.

The liability of Fleming-Mason Energy to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Fleming-Mason Energy with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Fleming-Mason Energy does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to Fleming-Mason Energy has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Fleming-Mason Energy will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Fleming-Mason Energy will notify the Member in writing and list what must be done to place the facility in compliance.
- 15) The Member shall retain any and all Renewable Energy Credits (REDs) that may be generated by their generating facility.

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Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 3 52
2nd 1st Revised Sheet No. 29
Canceling PSC No. 3 52
1st Original Revised Sheet No. 29

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Member may terminate this Agreement at any time by giving Fleming-Mason Energy at least sixty (60) days' written notice; (b) Fleming-Mason Energy may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Fleming-Mason Energy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Fleming-Mason Energy may terminate by giving the Member at least thirty (30) days' notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

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Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2019-00440 2008-00169 Dated: December 9, 2019 August 17, 2009

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 3 52
2nd 1st Revised Sheet No. 30
Canceling PSC No. 3 52
1st Original Revised Sheet No. 30

LEVEL 1

Application for Interconnection and Net Metering

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Submit this Application to:

FLEMING-MASON ENERGY
PO BOX 328
FLEMINGSBURG, KY 41041

If you have questions regarding this Application, or its status, contact the Cooperative at:

606.845.2661 / www.fme.coop www.fmenergy.com

(T)

Member Name: _____ Account Number: _____

Member Address: _____

Member Phone No.: _____ Member E-Mail Address: _____

Project Contact Person: _____

Phone No.: _____ E-Mail Address (Optional) _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

Energy Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Biogas ☐ Biomass

Inverter Manufacturer and Model #: _____

Inverter Power Rating: _____ Inverter Voltage Rating: _____

Power Rating of Energy Source (i.e., solar panels, wind turbine): _____

Is Battery Storage Used: ☐ No ☐ Yes If Yes, Battery Power Rating: _____

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For All Counties Served
P.S.C. No. 3 52
2nd 1st Revised Sheet No. 31
Canceling PSC No. 3 52
1st Original Revised Sheet No. 31

Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of Cooperative's meter, energy source, Cooperative accessible disconnect switch and inverter.

Attach single line drawing showing all electrical equipment from the Cooperative's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date: _____

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- 2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Fleming-Mason Energy's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Fleming-Mason Energy's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Fleming-Mason Energy, the Member shall demonstrate generating facility compliance.
- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Fleming-Mason Energy's rules, regulations, and Service Regulations as contained in Fleming-Mason Energy's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Fleming-Mason Energy's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Fleming-Mason Energy for actual costs incurred for all such excess facilities prior to construction.

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- 5) The Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Fleming-Mason Energy's electric system. At all times when the generating facility is being operated in parallel with Fleming-Mason Energy's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Fleming-Mason Energy to any of its other members or to any electric system interconnected with Fleming-Mason Energy's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Fleming-Mason Energy's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.
- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Fleming-Mason Energy's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Fleming-Mason Energy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Fleming-Mason Energy.
- 7) After initial installation, Fleming-Mason Energy shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Fleming-Mason Energy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Fleming-Mason Energy's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Fleming-Mason Energy's meters or the location of the EDS shall be noted by placing a

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sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Fleming-Mason Energy personnel at all times. Fleming-Mason Energy may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Fleming-Mason Energy's safety and operating protocols.

- 9) Fleming-Mason Energy shall have the right and authority at Fleming-Mason Energy's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Fleming-Mason Energy believes that: (a) continued interconnection and parallel operation of the generating facility with Fleming-Mason Energy's electric system may create or contribute to a system emergency on either Fleming-Mason Energy's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Fleming-Mason Energy's electric system; or (c) the generating facility interferes with the operation of Fleming-Mason Energy's electric system. In non-emergency situations, Fleming-Mason Energy shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when the Fleming-Mason Energy is unable to immediately isolate or cause the Member to isolate only the generating facility, Fleming-Mason Energy may isolate the Member's entire facility.
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- 11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless Fleming-Mason Energy and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorney's fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Fleming-Mason Energy except where such injury, death or damage was caused or contributed to by the fault or negligence of Fleming-Mason Energy or its employees, agents, representatives, or contractors.

The liability of Fleming-Mason Energy to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Fleming-Mason Energy with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Fleming-Mason Energy does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to Fleming-Mason Energy has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Fleming-Mason Energy will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Fleming-Mason Energy will notify the Member in writing and list what must be done to place the facility in compliance.

DATE OF ISSUE: December 11, 2019 August 19, 2009

DATE EFFECTIVE: Service rendered on or after January 1, 2020 August 17, 2009

ISSUED BY: _____
Joni K. Hazelrigg,
President and Chief Executive Officer

- 15) The Member shall retain any and all renewable Energy Credits (RECs) that may be generated by their generating facility.

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving Fleming-Mason Energy at least sixty (60) days' written notice; (b) Fleming-Mason Energy may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Fleming-Mason Energy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Fleming-Mason Energy may terminate by giving the Member at least thirty (30) days' notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

DATE OF ISSUE: December 11, 2019 August 19, 2009

DATE EFFECTIVE: Service rendered on or after January 1, 2020 August 17, 2009

ISSUED BY: _____
Joni K. Hazelrigg,
President and Chief Executive Officer

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 3 52
2nd 1st Revised Sheet No. 37
Canceling PSC No. 3 52
1st Original Revised Sheet No. 37

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and Fleming-Mason Energy's Net Metering Tariff.

Member Signature _____ Date _____

Title _____

COOPERATIVE APPROVAL SECTION

When signed below by a Cooperative representative, Application for Interconnection and Net Metering is approved subject to the provisions contained in this Application and as indicated below.

Cooperative inspection and witness test: ☐ Required ☐ Waived

If inspection and witness test is required, the Member shall notify the Cooperative within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with the Cooperative to occur within 10 business days of completion of the generating facility installation or as otherwise agreed to by the Cooperative and the Member. Unless indicated below, the Member may not operate the generating facility until such inspection and witness test is successfully completed. Additionally, the Member may not operate the generating facility until all other terms and conditions in the Application have been met.

Call _____ to schedule an inspection and witness test.

Pre-Inspection operational testing not to exceed two hours: ☐ Allowed ☐ Not Allowed

If inspection and witness test is waived, operation of the generating facility may begin when installation is complete, and all other terms and conditions in the Application have been met.

Additions, Changes, or Clarifications to Application Information:

☐ None ☐ As specified here: _____

Approved by: _____ Date: _____

Printed Name: _____ Title: _____

DATE OF ISSUE: December 11, 2019 August 19, 2009

DATE EFFECTIVE: Service rendered on or after January 1, 2020 August 17, 2009

ISSUED BY: _____
Joni K. Hazelrigg,
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2019-00440 2008-00169 Dated: December 9, 2019 August 17, 2009

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 3 52
2nd 1st Revised Sheet No. 38
Canceling PSC No. 3 52
1st Original Revised Sheet No. 38

LEVEL 2

Application for Interconnection and Net Metering

Use this application form when generating facility if not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level 1.

Submit this Application to:

FLEMING-MASON ENERGY
PO BOX 328
FLEMINGSBURG, KY 41041

If you have questions regarding this Application, or its status, contact the Cooperative at:

606.845.2661 / www.fme.coop www.fmenergy.com

(T)

Fleming-Mason Energy does not require a filing fee for Level 2 applications.

Member Name: _____ Account Number: _____

Member Address: _____

Project Contact Person: _____

Phone No.: _____ E-Mail Address (Optional) _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

Total Generating Capacity of Generating Facility _____

Type of Generator: ☐ Inverter-Based ☐ Synchronous ☐ Induction

Power Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Biogas ☐ Biomass

DATE OF ISSUE: December 11, 2019 August 19, 2009

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ISSUED BY: _____
Joni K. Hazelrigg,
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2019-00440 2008-00169 Dated: December 9, 2019 August 17, 2009

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 3 52
2nd 1st Revised Sheet No. 39
Canceling PSC No. 3 52
1st Original Revised Sheet No. 39

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

1. Single-line diagram of the member's system showing all electrical equipment from the generator to the point of interconnection with the Cooperative's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. A description of how the generator system will be operated including all modes of operation.
7. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL1741.
8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X''d).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Member Signature: _____ Date: _____

DATE OF ISSUE: December 11, 2019 August 19, 2009

DATE EFFECTIVE: Service rendered on or after January 1, 2020 August 17, 2009

ISSUED BY: _____
Joni K. Hazelrigg,
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2019-00440 2008-00169 Dated: December 9, 2019 August 17, 2009

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 3 52
2nd 1st Revised Sheet No. 40
Canceling PSC No. 3 52
1st Original Revised Sheet No. 40

LEVEL 2
INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (Agreement) is made and entered into this _____ day of _____, 20____, by and between _____ (Cooperative), and _____ (Member). Cooperative and Member are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Member is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with Cooperative's electric system, which Generating Facility is more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____

Generator Size and Type: _____

NOW, THEREFORE, in consideration thereof, Member and Cooperative agree as follows:

Cooperative agrees to allow the Member to interconnect and operate the Generating Facility in parallel with the Cooperative's electric system and the Member agrees to abide by Cooperative's Net Metering Tariff and all the Terms and Conditions listed in this Agreement including any additional conditions listed in Exhibit A.

TERMS AND CONDITIONS:

- 1) Fleming-Mason Energy shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.

DATE OF ISSUE: December 11, 2019 August 19, 2009

DATE EFFECTIVE: Service rendered on or after January 1, 2020 August 17, 2009

ISSUED BY: _____
Joni K. Hazelrigg,
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2019-00440 2008-00169 Dated: December 9, 2019 August 17, 2009

- 2) The Member shall install, operate, and maintain, at the Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Fleming-Mason Energy's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Fleming-Mason Energy's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Fleming-Mason Energy, the Member shall demonstrate generating facility compliance.
- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Fleming-Mason Energy's rules, regulations, and Service Regulations as contained in Fleming-Mason Energy's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, the Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Fleming-Mason Energy's system required to accommodate the generating facility shall be considered excess facilities. The Member shall agree to pay Fleming-Mason Energy for actual costs incurred for all such excess facilities prior to construction.
- 5) The Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Fleming-Mason Energy's electric system. At all times when the generating facility is being operated in parallel with Fleming-Mason Energy's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Fleming-Mason Energy to any of its other members or to any electric system interconnected with Fleming-Mason Energy's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Fleming-Mason Energy's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

DATE OF ISSUE: December 11, 2019 August 19, 2009

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ISSUED BY: _____
Joni K. Hazelrigg,
President and Chief Executive Officer

- 6) The Member shall be responsible for protecting, at the Member's sole cost and expense, the generating facility from any condition or disturbance on Fleming-Mason Energy's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Fleming-Mason Energy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Fleming-Mason Energy.
- 7) After initial installation, Fleming-Mason Energy shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Fleming-Mason Energy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Fleming-Mason Energy's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Fleming-Mason Energy's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Fleming-Mason Energy personnel at all times. Fleming-Mason Energy may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Fleming-Mason Energy's safety and operating protocols.
- 9) Fleming-Mason Energy shall have the right and authority at Fleming-Mason Energy's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Fleming-Mason Energy believes that: (a) continued interconnection and parallel operation of the generating facility with Fleming-Mason Energy's electric system may create or contribute to a system emergency on either Fleming-Mason Energy's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Fleming-Mason Energy's electric system; or (c) the generating facility interferes with the operation of Fleming-Mason Energy's electric system. In non-emergency situations, Fleming-Mason Energy shall give the Member notice of

DATE OF ISSUE: December 11, 2019 August 19, 2009

DATE EFFECTIVE: Service rendered on or after January 1, 2020 August 17, 2009

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Joni K. Hazelrigg,
President and Chief Executive Officer

noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when Fleming-Mason Energy is unable to immediately isolate or cause the Member to isolate only the generating facility, Fleming-Mason Energy may isolate the Member's entire facility.

- 10) The Member shall agree that, without the prior written permission from Fleming-Mason Energy, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless Fleming-Mason Energy and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorney's fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Fleming-Mason Energy except where such injury, death or damage was caused or contributed to by the fault or negligence of the Fleming-Mason Energy or its employees, agents, representatives, or contractors.

The liability of Fleming-Mason Energy to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.
- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Fleming-Mason Energy with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Fleming-Mason Energy does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to the Fleming-Mason Energy has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Fleming-

DATE OF ISSUE: December 11, 2019 August 19, 2009

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ISSUED BY: _____
Joni K. Hazelrigg,
President and Chief Executive Officer

Mason Energy will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Fleming-Mason Energy will notify the Member in writing and list what must be done to place the facility in compliance.

- 15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving Fleming-Mason Energy at least sixty (60) days' written notice; (b) Fleming-Mason Energy may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Fleming-Mason Energy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Fleming-Mason Energy may terminate by giving the Member at least thirty (30) days' notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

FLEMING-MASON ENERGY

MEMBER

By: _____

By: _____

Printed Name _____

Printed Name _____

Title: _____

Title: _____

DATE OF ISSUE: December 11, 2019 August 19, 2009

DATE EFFECTIVE: Service rendered on or after January 1, 2020 August 17, 2009

ISSUED BY: _____
Joni K. Hazelrigg,
President and Chief Executive Officer

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 19
1st Revised Sheet No 19

RATES SCHEDULE NM—NET METERING

AVAILABILITY OF NET METERING SERVICE

Net Metering is available to eligible member-generators in Fleming-Mason Energy's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Fleming-Mason Energy's single hour peak load during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of a supplier's single hour peak load during the previous year, upon Commission approval, Fleming-Mason Energy's obligation to offer net metering to a new member-generator may be limited. An eligible member-generator shall mean a member retail electric member of Fleming-Mason Energy with a generating facility that:

- 1) Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2) Has a rated capacity of not greater than thirty (30) kilowatts;
- 3) Is located on the member's premises;
- 4) Is owned and operated by the member;
- 5) Is connected in parallel with Fleming-Mason Energy's electric distribution system; and
- 6) Has the primary purpose of supplying all or part of the member's own electricity requirements.

C8/17/09

At its sole discretion, Fleming-Mason Energy may provide Net Metering to other member-generators not meeting all the conditions listed above on a case-by-case basis.

METERING

Fleming-Mason Energy shall provide net metering services, without any cost to the Member for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Member of his or her responsibility to pay metering costs embedded in the Fleming-Mason Energy's Commission-

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

EFFECTIVE

4/1/2009

ISSUED BY

Christy S. Perry

TITLE President & Chief Executive Officer

PUBLIC SERVICE COMMISSION
OF KENTUCKY

SUBSISTANT TO 807 KAR 5:011
SECTION 9 (1)

Issued by authority of an Order of the Public Service Commission of K
Case No. 2008-00169 Dated January 8, 2009

By

H. D. Beaman

Executive Director

FOR ENTIRE TERRITORY SERVED
Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 19

CLASSIFICATION OF SERVICE

RATES SCHEDULE NM - NET METERING

APPLICABILITY

Net metering is available to customer-generators who own, operate and maintain electrical generating facilities using solar energy designed to operate in parallel with the existing Fleming-Mason Energy electrical distribution system and be primarily intended to offset part or all of the customer-generator's own electrical requirements.

AVAILABILITY OF NET METERING SERVICE

An eligible customer-generator must be a member of and take electrical service from Fleming-Mason Energy. Fleming-Mason Energy will make this service available to customer-generators on a first-come, first-served basis until the cumulative generating capacity of net metered systems reaches one tenth of one percent (0.1%) of the Cooperative's single hour peak load during the previous year.

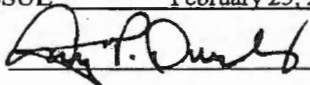
SERVICE CONDITIONS (TYPE OF SERVICE)

- a. The generating facility shall comply with all of the following requirements:
 - i. The generating facility must have a rated capacity of not more than fifteen (15) kilowatts.
 - ii. The generating facility must be owned and operated by the customer.
 - iii. The generating facility must be located on the customer's premises.
 - iv. The generating facility must be designed and installed to operate in parallel with Fleming-Mason Energy's electrical distribution system without adversely affecting the quality of service of other customers and without presenting safety hazards to Cooperative customers and Cooperative employees and agents, thereof.
- b. Prior to interconnection, the customer-generator shall complete the Application for Net Energy Metering, execute an Interconnection Agreement for Net Metering Service, enter into a Customer Net Energy Service Agreement, and pay any applicable fees, charges or costs as prescribed within this tariff prior to interconnection with the Fleming-Mason Energy distribution system.

CANCELLED
APR 01 2009
KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

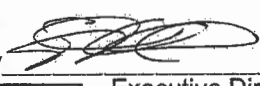
DATE EFFECTIVE 4/1/2005

ISSUED BY 

TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
PURSUANT TO 807 KAR 5:011
SECTION 9(1)
By 
Executive Director

Fleming-Mason Energy Cooperative, Inc.

approved base rates. Net metered electricity shall be measured in accordance with standard metering practices established by Fleming-Mason Energy using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Fleming-Mason Energy to the member-generator and from the member-generator to Fleming-Mason Energy, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the member-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day and time-of-use billing agreement currently in place.

Any additional meter, meters, or distribution upgrades needed to monitor the flow in each direction shall be installed at the Member's expense.

BILLING AND PAYMENT

For charges collected on the basis of metered registration, Fleming-Mason Energy shall, for each monthly billing period, determine the net meter registration of the member-generator by comparing the directional energy flow in each direction. If the net meter registration shows that the deliveries of energy in kWh from the member-generator to Fleming-Mason Energy exceed the deliveries of energy in kWh from Fleming-Mason Energy to the member-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the member-generators carried over a Net Metering Credit from one of more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the member-generator exceed the deliveries of energy in kWh from the member-generator to the Cooperative, the member-generator shall pay the Cooperative for the net amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the current rate applicable to its type or class of electric service.

The member shall be responsible for payment of any applicable member charge or other applicable charges.

At no time shall Fleming-Mason Energy be required to convert the Net Billing Credit to cash. If a member-generator closes his account, no cash refund for residual Net Metering Credits shall be paid.

Net Metering Credits are not transferable between members or locations.

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009 4/1/2009

ISSUED BY

Christy S. Ray

TITLE President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of K
Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

PURSUANT TO 807 KAR 5:011

By

[Signature]
Executive Director

C8/17/09

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 20

CLASSIFICATION OF SERVICE

- c. Prior to interconnection, the customer-generator's electrical generating and interconnection equipment shall be installed in accordance with the manufacturer's specifications, shall have been tested by a nationally recognized testing laboratory as having met the testing requirements of IEEE Standard 1547, and shall meet all applicable safety and performance standards established in all applicable local and state building codes. Certification by a licensed electrician shall constitute acceptable proof that the customer-generator's electrical generating facility has been properly installed in accordance with above.
- d. The customer-generator is responsible for all equipment and installation costs associated with its electric generating facility and any modification costs to the facility that may be required by Fleming-Mason Energy for purposes of safety and reliability.
- e. When construction, modifications, or upgrades to the Fleming-Mason Energy distribution system are required to interconnect the customer-generator's electric generating facility, the customer-generator is responsible for all costs incurred by the Cooperative.
- f. The customer must provide and install a clearly labeled, Fleming-Mason Energy approved, lockable, visible-break, disconnect switch between the cooperative's distribution system and the customer-generator's electrical generating equipment. This disconnect switch must be accessible to the Cooperative at all times.
- g. Fleming-Mason Energy maintains the right to disconnect, without liability, the customer-generator for issues relating to safety and reliability.
- h. Fleming-Mason Energy maintains the right to verify proper installation and inspect the customer-generator's facilities to ensure continued safe operation of the electrical generating equipment and interconnection system at any time with reasonable advance notice to the customer-generator.
- i. Fleming-Mason Energy shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a net metering facility, or for the acts or omissions of the customer-generator that cause loss or injury, including death, to any third party.

CANCELLED

APR 01 2009

KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY [Signature]

TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

4/1/2005
PURSUANT TO 807 KAR 5:011

SECTION 2 (1)

By [Signature]
Executive Director

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 21
1st Revised Sheet No 21

APPLICATION AND APPROVAL PROCESS

The Member shall submit an Application for Interconnection and Net Metering ("Application") and receive approval from Fleming-Mason Energy prior to connecting the generator facility to Fleming-Mason Energy's system.

Applications will be submitted by the Member and reviewed and processed by Fleming-Mason Energy according to either Level 1 or Level 2 processes defined in this tariff.

Fleming-Mason Energy may reject an Application for violations of any code, standard, or regulation related to reliability or safety; however, Fleming-Mason Energy will work with the Member to resolve those issues to the extent practicable.

Members may contact Fleming-Mason Energy to check on status of an Application or with questions prior to submitting an Application. Contact information is provided on the Application form and is listed on Fleming-Mason Energy's website.

LEVEL 1 AND LEVEL 2 DEFINITIONS

LEVEL 1

A Level 1 Application shall be used if the generating facility is inverter-based and is certified by a nationally recognized testing laboratory to meet the requirements of Underwriters Laboratories Standard 1741 "Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources" (UL 1741).

Fleming-Mason Energy will approve the Level 1 Application if the generating facility also meets all of the following conditions:

- 1) For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed generating facility, will not exceed 15% of the Line Section's most recent annual one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY

Christy S. Ray

TITLE President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of K
Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION

OF KENTUCKY

EFFECTIVE

4/1/2009

PURSUANT TO KRS 5:011

SECTION 9 (1)

By

J. D. Brown

Executive Director

C 8/17/09

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 21

CLASSIFICATION OF SERVICE

EQUIPMENT OPERATION

The customer-generator's electrical generating and interconnection equipment shall comply with all applicable safety, performance, and power quality standards established by the Institute of Electrical and Electronic Engineers, the National Electrical Code, and the National Electrical Safety Code.

METERING

Net metered electricity shall be measured in accordance with standard metering practices established by Fleming-Mason Energy using metering equipment capable of measuring and recording energy flows, on a kWh basis, from the Cooperative to the customer-generator and from the customer-generator to the Cooperative, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the customer-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day or time-of-use billing agreement currently in place. If the customer generator's existing electrical meter is not capable of registering the flow of electricity in two directions, the customer shall be responsible for all expenses involved in purchasing and installing a meter (or meters) that is able to register electricity flow in two directions. All metering shall be capable of working with any automatic meter reading systems used by Fleming-Mason Energy.

BILLING AND PAYMENT

For charges collected on the basis of metered registration, Fleming-Mason Energy shall, for each monthly billing period, determine the net meter registration of the customer-generator by comparing the directional energy flow in each direction. If the net meter registration shows that the deliveries of energy in kWh from the customer-generator to the Cooperative exceed the deliveries of energy in kWh from the Cooperative to the customer-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the customer-generator has carried over a Net Metering Credit from one or more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the customer-generator exceed the deliveries of energy in kWh from the customer-generator to the Cooperative, the customer-generator shall pay the Cooperative for the net

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KENTUCKY PUBLIC
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DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY [Signature]

TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

By [Signature]
Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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4/1/2005
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Fleming-Mason Energy Cooperative, Inc.

- 2) If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed generating facility, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
- 3) If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 4) If the generating facility is to be connected to three-phase, three wire primary Fleming-Mason Energy distribution lines, the generator shall appear as a phase-to-phase connection at the primary Fleming-Mason Energy distribution line.
- 5) If the generating facility is to be connected to three-phase, four wire primary Fleming-Mason Energy distribution lines, the generator shall appear to the primary Fleming-Mason Energy distribution line as an effectively grounded source.
- 6) The interconnection will not be on an area or spot network.
- 7) Fleming-Mason Energy does not identify any violations of any applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems."
- 8) No construction of facilities by Fleming-Mason Energy on its own system will be required to accommodate the generating facility.

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If the generating facility does not meet all of the above listed criteria, Fleming-Mason Energy, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if Fleming-Mason Energy determines that the generating facility can be safely and reliably connected to Fleming-Mason Energy's system; or 2) deny the Application as submitted under the Level 1 Application.

Fleming-Mason Energy shall notify the member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section

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Cliff S. Key

TITLE President & Chief Executive Officer

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PUBLIC SERVICE COMMISSION

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4/1/2009

PER KENTUCKY STATUTE 5:011

SECTION 9 (1)

By

H. D. Boen

Executive Director

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 22

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amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the rate applicable to its type or class of electric service.

The customer shall be responsible for payment of any applicable customer charge or other applicable charges.

At no time shall Fleming-Mason Energy be required to convert the Net Billing Credit to cash. If a customer-generator closes his account, no cash refund for residual Net Metering Credits shall be paid.

Net Metering Credits are not transferable between customers or locations.

LIABILITY INSURANCE

The customer-generator shall maintain general liability insurance coverage (through a homeowner's, commercial or other policy) against a loss arising from the use or operation of the customer-generator facilities with minimum limits of \$300,000 per occurrence/\$300,000 aggregate combined single limit for personal injury, bodily injury, including death and property damage. Prior to interconnection, the customer shall submit evidence of such insurance to Fleming-Mason Energy with the Application for Net Energy Metering. Fleming-Mason Energy's receipt of evidence of liability insurance does not imply an endorsement by the Cooperative of the terms and conditions of the coverage.

ADDITIONAL CONTROLS AND TESTS

Fleming-Mason Energy may install additional controls or meters, or conduct additional tests as it may deem necessary.

NET METERING SERVICE INTERCONNECTION REQUIREMENTS

All customer-generator equipment and installations must comply with the Fleming-Mason Energy's Technical Requirements for Interconnection, included as part of the Interconnection Agreement for Net Metering Service. The customer-generator's generating facility shall be designed and installed to operate in parallel with Fleming-Mason Energy's electric distribution system without adversely affecting the operation of equipment and service of the Cooperative and its customers and without presenting safety risks to Cooperative and customer personnel. The customer-generator will own and be responsible for operating the

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SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

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TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

By [Signature]
Executive Director

PUBLIC SERVICE COMMISSION

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SECTION 9 (1)

Fleming-Mason Energy Cooperative, Inc.

If the Application lacks complete information, Fleming-Mason Energy shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the time to process the Application.

When approved, Fleming-Mason Energy will indicate by signing the approval line on the Level 1 Application Form and returning it to the Member. The approval will be subject to successful completion of an initial installation inspection and witness test if required by Fleming-Mason Energy. Fleming-Mason Energy's approval section of the Application will indicate if an inspection and witness test are required. If so, the Member shall notify Fleming-Mason Energy within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Fleming-Mason Energy to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Fleming-Mason Energy and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless Fleming-Mason Energy expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to non-compliance with any provision in the Application and Fleming-Mason Energy approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-inspected by Fleming-Mason Energy.

If the Application is denied, Fleming-Mason Energy will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

LEVEL 2

A Level 2 Application is required under any of the following:

- 1) The generating facility is not inverter based;
- 2) The generating facility uses equipment that is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741; or
- 3) The generating facility does not meet one or more of the additional conditions under Level 1.

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ISSUED BY Christy S. Ray

TITLE President & Chief Executive Officer

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OF KENTUCKY
EFFECTIVE
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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By JH D. Brown
Executive Director

FOR ENTIRE TERRITORY SERVED

Community, Town or City

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FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 23

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electrical generator and interconnection equipment. The customer-generator will be responsible for any damage done to the Cooperative's equipment due to a failure of the customer-generator's control, safety, or other equipment. The customer-generator will protect and save the Cooperative harmless from all claims for injury or damage to persons or property occurring on the customer-generator's premises, except where the said injury or damage can be shown to have been occasioned solely by negligence on the part of Fleming-Mason Energy.

APPLICATION AND AGREEMENTS

A customer-generator seeking to interconnect an Eligible Electric Generating Facility to the Company's distribution system must submit to the Company the following documents:

- a. Application for Net Energy Metering, completed and executed, including a one-line diagram showing the configuration of the customer-generator's facility;
- b. Interconnection Agreement for Net Metering Service, executed prior to interconnection; and,
- c. Customer Net Energy Service Agreement, executed prior to interconnection.



The Company may reject an application for demonstrable reliability or safety issues; however, the Company will work with the customer to resolve those issues to the extent practicable.

FEES AND CHARGES

As specified in the Application for Net Energy Metering, the customer-generator must pay a non-refundable application fee of \$50. Should Fleming-Mason Energy determine that an interconnection impact study is required, the Cooperative will advise the customer of the cost of conducting the study. Upon payment by the customer for cost of the study, Fleming-Mason Energy will proceed with the interconnection impact study to determine if the installation of the customer's electric generating facility will have a significant impact on the Cooperative's distribution system or on the quality of service to other customers. Should construction or upgrades to East Kentucky Power Cooperative's transmission system or to Fleming-Mason Energy's distribution system be required in order to interconnect the customer's electric generating facility, additional charges to cover costs incurred by EKPC or Fleming-Mason Energy and paid by the customer shall be determined by Fleming-Mason Energy and approved by the PUBLIC SERVICE COMMISSION OF KENTUCKY.

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DATE EFFECTIVE 4/1/2005

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TITLE PURSUANT TO 807 KAR 5:011

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

By [Signature]

IN CASE NO. DATED

Executive Director

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 24
1st Revised Sheet No 24

Fleming-Mason Energy Cooperative, Inc.

Fleming-Mason Energy will approve the Level 2 Application if the generating facility meets Fleming-Mason Energy's technical interconnection requirements, which are based on IEEE 1547.

Fleming-Mason Energy will process the Level 2 Application within 30 business days of receipt of a complete Application. Within that time Fleming-Mason Energy will respond in one of the following ways:

- 1) The Application is approved and Fleming-Mason Energy will provide the Member with an Interconnection Agreement to sign.
- 2) If construction or other changes to Fleming-Mason Energy's distribution system are required, the cost will be the responsibility of the Member. Fleming-Mason Energy will give notice to the Member and offer to meet to discuss estimated costs and construction timeframe. Should the Member agree to pay for costs and proceed, Fleming-Mason Energy will provide the Member with an Interconnection Agreement to sign within a reasonable time.
- 3) The Application is denied. Fleming-Mason Energy will supply the Member with reasons for denial and offer to meet to discuss possible changes that would result in Fleming-Mason Energy approval. Member may resubmit Application with changes.

If the Application lacks complete information, Fleming-Mason Energy shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the 30-business-day target to process the Application.

The Interconnection Agreement will contain all the terms and conditions for interconnection consistent with those specified in this tariff, inspection and witness test requirements, description of and cost of construction or other changes to Fleming-Mason Energy's distribution system required to accommodate the generating facility, and detailed documentation of the generating facilities which may include single line diagrams, relay settings, and a description of operation.

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TITLE President & Chief Executive Officer

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SECTION 9 (1)

By [Signature]

Executive Director

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FOR ENTIRE TERRITORY SERVED

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FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 24

CLASSIFICATION OF SERVICE

customer. The customer shall pay any additional charges, as determined by Fleming-Mason Energy, for equipment, labor, metering, testing, or inspections requested by the customer, or needed by the Cooperative to interconnect and receive power from the customer-generator's generating facility.

RULES AND REGULATIONS

Service and rates under this schedule are subject to all applicable Fleming-Mason Energy Rules and Regulations as filed with the Public Service Commission of Kentucky. The Rules and Regulations address general terms and conditions, service conditions, new service procedures, and miscellaneous service charges, and are a part of all contracts for receiving electric service from the Cooperative, whether the service received is based upon a contract, agreement, signed application, or otherwise.

TRANSFERABILITY

A customer-generator generating facility is transferable to other persons or service locations only after notification to Fleming-Mason Energy has been made and verification that the installation is in compliance with this tariff.

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APR 01 2009

KENTUCKY PUBLIC
SERVICE COMMISSION

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ISSUED BY [Signature]

TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

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OF KENTUCKY
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By [Signature]
Executive Director

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 25
1st Revised Sheet No 25

Fleming-Mason Energy Cooperative, Inc.

The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and Fleming-Mason Energy and all necessary conditions stipulated in the agreement are met.

APPLICATION, INSPECTION AND PROCESSING FEES

No application fees or other review, study, or inspection or witness test fees may be charged by Fleming-Mason Energy for Level 1 Applications.

In the event Fleming-Mason Energy determines an impact study is necessary with respect to a Level 2 Application, the Member shall be responsible for any reasonable costs up to \$1,000 for the initial impact study. Fleming-Mason Energy shall provide documentation of the actual cost of the impact study. Any other studies requested by the Member shall be at the Member's sole expense.

TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to Fleming-Mason Energy's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- 1) Fleming-Mason Energy shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Fleming-Mason Energy's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation

C8/17/09

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TITLE President & Chief Executive Officer

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PUBLIC SERVICE COMMISSION OF KENTUCKY	
EFFECTIVE 4/1/2009	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
By	<u>[Signature]</u> Executive Director

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 25

CLASSIFICATION OF SERVICE

FLEMING-MASON ENERGY COOPERATIVE

Application for Net Energy Metering

This application should be completed as soon as possible and returned to the Cooperative Customer Service representative in order to begin processing the request.

This application is used by the Cooperative to determine the required equipment configuration for the Customer interface. Every effort should be made to supply as much information as possible.

OWNER/APPLICANT INFORMATION

Company: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip: _____

Code: _____

Phone

Number: _____ Representative: _____

Electric Account Number: _____

Service Location Address: _____

PROJECT DESIGN/ENGINEERING (as applicable)

Company: _____

Contact: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip: _____

Code: _____

Phone Number: _____

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KENTUCKY PUBLIC
SERVICE COMMISSION

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DATE EFFECTIVE 4/1/2005

ISSUED BY *[Signature]*

TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

By *[Signature]*
Executive Director

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OF KENTUCKY
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PURSUANT TO 807 KAR 5:011

SECTION 9.1

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 26
1st Revised Sheet No 26

of the generating facility in parallel with Fleming-Mason Energy's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Fleming-Mason Energy, the Member shall demonstrate generating facility compliance.

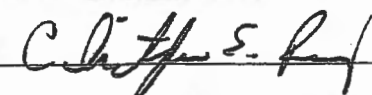
- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Fleming-Mason Energy's rules, regulations, and Service Regulations as contained in Fleming-Mason Energy's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Fleming-Mason Energy's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Fleming-Mason Energy for actual costs incurred for all such excess facilities prior to construction.
- 5) Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Fleming-Mason Energy's electric system. At all times when the generating facility is being operated in parallel with Fleming-Mason Energy's electric system, Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Fleming-Mason Energy to any of its other members or to any electric system interconnected with Fleming-Mason Energy's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Fleming-Mason Energy's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

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ISSUED BY



TITLE President & Chief Executive Officer

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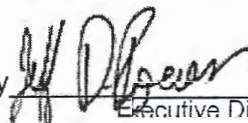
Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE

PURSUANT TO 807 KAR 5:011

By



Executive Director

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 26

CLASSIFICATION OF SERVICE

ELECTRICAL CONTRACTOR (as applicable)

Company: _____

Contact: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip _____

Code: _____

Phone Number: _____

PV GENERATING SYSTEM

Size _____ kW

Expected Start-Up Date _____

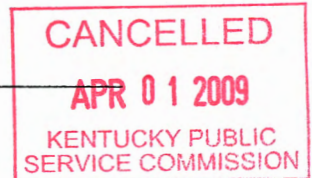
INVERTER DATA (if applicable)

Manufacturer: _____ Model: _____

Kilowatt Rating: _____ Kilovolt-Ampere Rating: _____

Rated Power Factor (%): _____ Rated Voltage (Volts): _____ Rated Amperes: _____

Note: Attach all available calculations, test reports, and oscillographic prints showing inverter output voltage and current waveforms.



DESCRIPTION OF PROPOSED INSTALLATION AND OPERATION

Give a general description of the proposed installation, including a detailed description of its planned location and when you plan to operate the generator.

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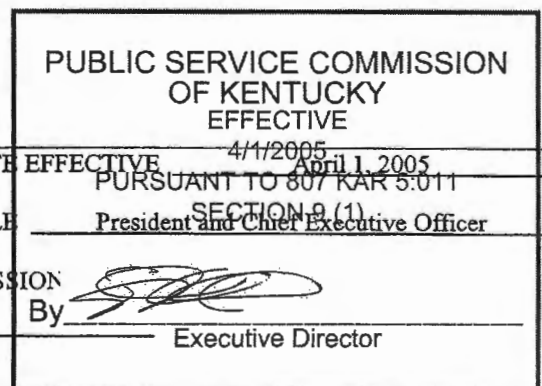
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TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

By *[Signature]* Executive Director



Fleming-Mason Energy Cooperative, Inc.

- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Fleming-Mason Energy's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Fleming-Mason Energy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Fleming-Mason Energy.
- 7) After initial installation, Fleming-Mason Energy shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Fleming-Mason Energy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Fleming-Mason Energy's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Fleming-Mason Energy's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Fleming-Mason Energy personnel at all times. Fleming-Mason Energy may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Fleming-Mason Energy's safety and operating protocols.
- 9) Fleming-Mason Energy shall have the right and authority at Fleming-Mason Energy's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Fleming-Mason Energy

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ISSUED BY

Christopher S. Ray

TITLE President & Chief Executive Officer

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/1/2009
SECTION 9 (1)

By

[Signature]
Executive Director

08/17/09

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 27

CLASSIFICATION OF SERVICE

ADDITIONAL INFORMATION

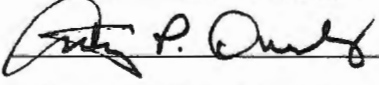
In addition to the items listed above, please attach a detailed one-line diagram of the proposed facility, all applicable elementary diagrams, major equipment, (generators, transformers, inverters, circuit breakers, protective relays, etc.) specifications, test reports, etc., and any other applicable drawings or documents necessary for the proper design of the interconnection. Also describe the project's address or grid coordinates.

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INTERCONNECTION COMPLIANCE & OWNER ACKNOWLEDGEMENT

- Customer shall be solely responsible for obtaining and complying with any and all necessary easements, licenses and permits, or exemptions, as may be required by any federal, state, local statutes, regulations, ordinances or other legal mandates.
- The customer shall submit documentation to the Cooperative that the system has been inspected and approved by the local permitting agency regarding electrical code requirements.
- Customer shall not commence parallel operation of the generating system until written approval of the interconnection has been given by the Cooperative.

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TITLE President and Chief Executive Officer

By 
Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Fleming-Mason Energy Cooperative, Inc.

believes that: (a) continued interconnection and parallel operation of the generating facility with Fleming-Mason Energy's electric system may create or contribute to a system emergency on either Fleming-Mason Energy's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Fleming-Mason Energy's electric system; or (c) the generating facility interferes with the operation of Fleming-Mason Energy's electric system. In non-emergency situations, Fleming-Mason Energy shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when Fleming-Mason Energy is unable to immediately isolate or cause the Member to isolate only the generating facility, Fleming-Mason Energy may isolate the Member's entire facility.

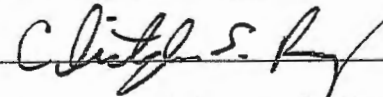
- 10) The Member shall agree that, without the prior written permission from Fleming-Mason Energy, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless the Fleming-Mason Energy and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Fleming-Mason Energy except where such injury, death or damage was caused or contributed to by the fault or negligence of Fleming-Mason Energy or its employees, agents, representatives, or contractors.

C8/17/09

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

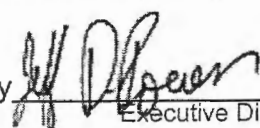
ISSUED BY



TITLE President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in SECTION 9 (1)

Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 4/1/2009	
PURSUANT TO 807 KAR 5:011	
SECTION 9 (1)	
By	 Executive Director

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 28

CLASSIFICATION OF SERVICE

SIGN OFF AREA

The customer agrees to provide the Cooperative with any additional information required to complete the interconnection. The customer shall operate his equipment within the guidelines set forth by the cooperative.

Applicant _____

Date _____

ELECTRIC COOPERATIVE CONTACT FOR APPLICATION SUBMISSION AND FOR MORE INFORMATION:

Cooperative contact: _____

Title: _____

Address: _____

Fleming-Mason Energy Cooperative

P.O. Drawer 328

Flemingsburg, KY 41041

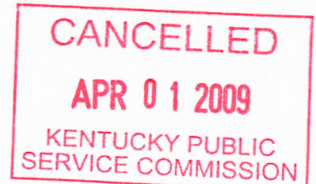
Phone: _____

(606) 845-2661

Fax: _____

(606) 845-1008

e-mail: _____



DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY _____

TITLE _____

PURSUANT TO 807 KAR 5:011
SECTION 8 (1)
President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

By _____

Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Fleming-Mason Energy Cooperative, Inc.

The liability of Fleming-Mason Energy to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Fleming-Mason Energy with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Fleming-Mason Energy does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to Fleming-Mason Energy has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Fleming-Mason Energy will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Fleming-Mason Energy will notify the Member in writing and list what must be done to place the facility in compliance.
- 15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Member may terminate this Agreement at any time by giving Fleming-Mason Energy at least sixty (60) days' written notice; (b) Fleming-Mason Energy may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY

Clint S. Perry

TITLE

President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in SECTION 9 (1)

Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/1/2009

PURSUANT TO 807 KAR 5:011

By

J. H. D. Brown

Executive Director

C8/17/09

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 29

CLASSIFICATION OF SERVICE

**Interconnection Agreement for
Net Metering Service
Attachment to Cooperative Net Metering Tariff
for
Net Metering Service**

This agreement is between _____ (Customer-Generator) and
Fleming-Mason Energy Cooperative (Cooperative) and is effective as of _____.

Whereas, Customer-Generator owns or intends to install and own an electric energy generating facility ("Facility") qualifying for "Net Metering" in accordance with Cooperative's currently effective tariff as filed with the Kentucky Public Service Commission, to be located on Customer's premises located at _____
for the purpose of generating electric energy; and

Whereas, Customer-Generator wishes to sell and Cooperative is willing to accept energy produced by the Facility onto its distribution system;

Now, Therefore, the parties agree:

1. **Generating Facility:** Customer-Generator's Facility shall consist of a solar photovoltaic generating facility located on Customer-Generator's premises, with a total capacity of not more than fifteen (15) kilowatts. Said facility will be interconnected and operated in parallel with Cooperative's distribution system, and is intended primarily to offset part or all of Customer-Generator's own electrical requirements.
2. **Term:** This agreement shall commence when signed by both Cooperative and Customer-Generator and terminate with any change in ownership, or by written agreement signed by both parties.

CANCELLED

APR 01 2009

**KENTUCKY PUBLIC
SERVICE COMMISSION**

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY

TITLE

PURSUANT TO 807 KAR 5:011

SECTION 2(1)

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

By

Executive Director

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 30
1st Revised Sheet No 30

Fleming-Mason Energy Cooperative, Inc.

least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Fleming-Mason Energy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Fleming-Mason Energy may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

C8/17/09

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY

Christopher Ray

TITLE

President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in

Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By

JH Dye

Executive Director

CLASSIFICATION OF SERVICE

3. **Interconnection:** Customer-Generator shall provide the interconnection on Customer-Generator's side of the point of common coupling. At Customer-Generator's expense, Cooperative shall make reasonable modifications to Cooperative's system necessary to accommodate Customer-Generator's Facility. The cost for such modifications is due in advance of construction. The net metering system used by Customer-Generator shall include, at Customer-Generator's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by Cooperative's electric service requirements, the National Electrical Code, National Electrical Safety Code, the Institute of Electrical and Electronics Engineers (specifically IEEE Standard 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems"), and Underwriters Laboratories.

Cooperative's written approval of Customer-Generator's protection-isolation method to ensure generator disconnection in case of a power interruption from Cooperative is required before service is provided under this schedule.

4. **Impact Studies:** The Cooperative shall review the application for net metering service to determine if a detailed system impact study for the proposed project is required. If a system impact study is required, the customer-generator will be advised of the estimated cost of the study, and will be asked to agree to reimburse the Cooperative for these costs once the study is completed. When construction, modifications, or upgrades to the distribution system are required to interconnect the customer-generator's electric generating facility, the customer-generator is responsible for all costs incurred by the Cooperative. Once the customer-generator has reimbursed the Cooperative for any costs of system modifications (if required), the interconnection process will proceed.

5. **Disconnect Switch:** Customer-Generator shall furnish and install on Customer-Generator's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Customer-Generator's energy generating equipment from Cooperative's electric service. The disconnect switch shall be located adjacent to Cooperative's meters and shall be of the visible break type in a metal enclosure which can be secured by a padlock. The disconnect switch shall be accessible to Cooperative personnel at all times. Cooperative shall have the right to disconnect the Facility from Cooperative's supply at the disconnect switch when necessary to maintain safe electrical operating conditions or, if in Cooperative's sole judgement, the Facility at any time adversely affects Cooperative's operation of its electrical system or the quality of Cooperative's service to other Customers.

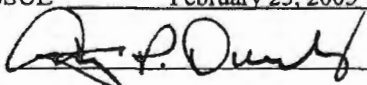
CANCELLED

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KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY 

TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

PURSUANT TO 807 KAR 5:011

SECTION 2.4(1)

By 
Executive Director

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 31
1st Revised Sheet No 31

Fleming-Mason Energy Cooperative, Inc.

LEVEL 1

Application for Interconnection and Net Metering

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL1741.

Submit this Application to:

FLEMING-MASON ENERGY
P.O. BOX 328
FLEMINGSBURG KY 41041

If you have questions regarding this Application or its status, contact the Cooperative at:

606.845.2661 / www.fmenergy.com

Member Name: _____ Account Number: _____

Member Address: _____

Member PhoneNo.: _____ Member E-Mail Address: _____

Project Contact Person: _____

Phone No.: _____ E-mail Address (Optional): _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

Energy Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Biogas ☐ Biomass

Inverter Manufacturer and Model #: _____

Inverter Power Rating: _____ Inverter Voltage Rating: _____

Power Rating of Energy Source (i.e., solar panels, wind turbine): _____

Is Battery Storage Used: ☐ No ☐ Yes If Yes, Battery Power Rating: _____

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

EFFECTIVE

4/1/2009

ISSUED BY Clayton S. Key

TITLE President & Chief Executive Officer

PURSUANT TO KAR 5:011

SECTION 9 (1)

Issued by authority of an Order of the Public Service Commission of Ke
Case No. 2008-00169 Dated January 8, 2009

By [Signature]
Executive Director

C8/17/09

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 31

CLASSIFICATION OF SERVICE

6. **Functional Standards:** Customer-Generator shall furnish, install, operate and maintain in good order and repair, all without cost to Cooperative, all equipment required for the safe operation of the Facility in parallel with Cooperative's system. This equipment shall include, but not limited to, equipment necessary to establish automatically and maintain synchronism with Cooperative's electric supply and a load break switching device that shall automatically disconnect the unit from Cooperative's supply in the event of overload or outage of Cooperative's supply. The facility shall be designed to operate within allowable voltage variations of Cooperative's system. The Facility shall not cause any adverse effects upon the quality of service provided to Cooperative's Customers.
7. **Installation and Maintenance:** Excepting only metering equipment owned by Cooperative, all equipment on Customer-Generator's side of the point of common coupling, including any required disconnect switch and synchronizing equipment, shall be provided, installed, and maintained in satisfactory operating condition by Customer-Generator, and shall remain the property and responsibility of Customer-Generator. Cooperative shall bear no liability for Customer-Generator's equipment or for consequences of its operation or mis-operation. For purposes of gathering research data, Cooperative may at its expense install and operate additional metering and data-gathering devices.
8. **Pre-operation Inspection:** Prior to interconnection, the Facility and associated interconnection equipment shall be inspected and approved by the state electrical inspector and any other governmental authority having jurisdiction.
9. **Access:** Authorized Cooperative employees shall have the right to enter upon Customer-Generator's property for the purposes of operating the disconnect switch and meters and making additional tests concerning the operation and accuracy of its meters.
10. **Merger:** This contract contains the entire agreement between Customer-Generator and Cooperative and may not be changed except by writing signed by both Customer-Generator and Cooperative.

In witness whereof, Cooperative and Customer-Generator have, by their duly authorized representatives, executed this agreement in duplicate as of the day and year first above written.

CANCELLED
APR 01 2009
KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

ISSUED BY

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

DATE EFFECTIVE 4/1/2005

TITLE

By

Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

PURSUANT TO 807 KAR 5:011

President and Chief Executive Officer

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 32
1st Revised Sheet No 32

Fleming-Mason Energy Cooperative, Inc.

Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of Cooperative's meter, energy source, Cooperative accessible disconnect switch and inverter.

Attach single line drawing showing all electrical equipment from the Cooperative's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date: _____

C8/17/09

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

PUBLIC SERVICE COMMISSION

OF KENTUCKY

EFFECTIVE

ISSUED BY

Christopher S. Ray

TITLE President & Chief Executive Officer

PURSUANT TO 807 KAR 5:011

Issued by authority of an Order of the Public Service Commission of Kentucky in SECTION 9 (1)

Case No. 2008-00169 Dated January 8, 2009

By

JH D. Brown

Executive Director

FOR ENTIRE TERRITORY SERVED
Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 32

CLASSIFICATION OF SERVICE

FLEMING-MASON ENERGY COOPERATIVE

BY: _____

TITLE: _____

DATE: _____

[CUSTOMER-GENERATOR NAME]

BY: _____

TITLE: _____

DATE: _____

CANCELLED
APR 01 2009
KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY [Signature]

TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE	
DATE EFFECTIVE	<u>4/1/2005</u>
PURSUANT TO 807 KAR 5:011	
SECTION 9(1)	
By	<u>[Signature]</u>
Executive Director	

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 33
1st Revised Sheet No 33

TERMS AND CONDITIONS:

- 1) Fleming-Mason Energy shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Fleming-Mason Energy's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Fleming-Mason Energy's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Fleming-Mason Energy, the Member shall demonstrate generating facility compliance.
- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Fleming-Mason Energy's rules, regulations, and Service Regulations as contained in Fleming-Mason Energy's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation. 08/17/09
- 4) Any changes or additions to Fleming-Mason Energy's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Fleming-Mason Energy for actual costs incurred for all such excess facilities prior to construction.

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY

C. D. S. Key

TITLE

President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in SECTION 9 (1)
Case No. 2008-00169 Dated January 8, 2009

By

J. D. Brown

Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

PURSUANT TO 807 KAR 5:011

FOR ENTIRE TERRITORY SERVED
Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 33

CLASSIFICATION OF SERVICE

**Customer Net Energy Service Agreement
Attachment to the Net Metering Tariff
for
Net Metering Service**

CANCELLED
APR 01 2009
KENTUCKY PUBLIC
SERVICE COMMISSION

1. Scope of Agreement

This Agreement states the conditions for net metering for customer-generators who own, operate, and maintain electrical generating facilities using solar energy designed to operate in parallel with the existing Cooperative's electrical distribution system and be primarily intended to offset part or all of the customer-generator's own electrical requirements.

2. Definitions

"Cooperative" shall mean Fleming-Mason Energy Cooperative, the retail electricity supplier serving the customer-generator.

"Customer-generator" means a customer who owns and operates an electric generating facility that is located on the customer's premises, for the primary purpose of supplying all or part of the customer's own electricity requirements.

"Electric generating facility" or "facility" means an electric generating facility that is connected in parallel with the electric distribution system; generates electricity using solar energy; and has a rated capacity of not greater than fifteen (15) kilowatts.

"Point of common coupling" means the point where a generating facility is connected to the Cooperative's distribution system.

3. Establishment of Point of Common Coupling

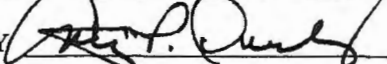
The Cooperative and the customer-generator agree to interconnect the Facility at the Point of Common Coupling in accordance with the Cooperative's rules, regulations, by-laws, rates, and tariffs (the "Rules") all of which are incorporated herein by reference.

4. Interconnection

The customer-generator shall provide all equipment and perform all work necessary for the interconnections on its side of the point of common coupling. The Cooperative will make

DATE OF ISSUE February 25, 2005

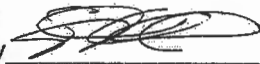
DATE EFFECTIVE 4/1/2005

ISSUED BY 

TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

By 
Executive Director

PUBLIC SERVICE COMMISSION	
EFFECTIVE	
APR 1 2005	
PURSUANT TO 807 KAR 5:011	
SECTION 2 (1)	

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 34
1st Revised Sheet No 34

- 5) The Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Fleming-Mason Energy's electric system. At all times when the generating facility is being operated in parallel with Fleming-Mason Energy's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Fleming-Mason Energy to any of its other members or to any electric system interconnected with Fleming-Mason Energy's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Fleming-Mason Energy's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.
- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Fleming-Mason Energy's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Fleming-Mason Energy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Fleming-Mason Energy.
- 7) After initial installation, Fleming-Mason Energy shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Fleming-Mason Energy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Fleming-Mason Energy's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Fleming-Mason Energy's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the

C8/17/09

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY

C. Smith

TITLE President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of K
Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/1/2009
R 5:011
SECTION 9 (1)

By

J. D. Boen

Executive Director

FOR ENTIRE TERRITORY SERVED
Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 34

CLASSIFICATION OF SERVICE

such modifications to the Cooperative's distribution system as are reasonably necessary to accommodate the customer-generator's facility. The customer-generator shall be responsible for the costs of any such modifications and payment shall be due thirty (30) days in advance of construction. The customer-generator shall meet all requirements of the Interconnection Agreement for Net Metering Service and shall ensure, at its own expense, that the Facility includes all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by Cooperative policies, the National Electric Code, National Electric Safety Code, the Institute of Electrical and Electronic Engineers, the Kentucky State Building Code, and Underwriters Laboratories. The customer-generator shall not commence parallel operation of the Facility until the Cooperative has inspected the Facility, including all interconnection equipment, and issued a written approval which includes a stipulated start date following which operations in parallel are permitted. The Cooperative maintains the right to verify proper installation and inspect the customer-generator's Facility to ensure continued safe operation of the electrical generating equipment and interconnection system at any time with reasonable advance notice to the customer-generator.

5. Installation, Operation and Maintenance of Facilities

The customer-generator shall furnish, install, operate and maintain in good order and repair, without cost to the Cooperative, all generating and interconnecting equipment required for the safe operation of the Facility in parallel with Cooperative's electrical distribution system. This includes, but is not limited to, equipment necessary to automatically disconnect the Facility from Cooperative's electrical distribution system in the event of overload or outage of Cooperative's distribution system.

Except for the bi-directional metering equipment owned by the Cooperative, all equipment on the customer-generator's side of the point of common coupling, including the required disconnect device, shall be provided and maintained in satisfactory operating condition by the customer-generator and shall remain the property and responsibility of the customer-generator.

The Facility must be designed to operate within allowable operating standards for Cooperative's electrical distribution system. The Facility must not adversely affect the quality or reliability of service provided to other Cooperative customers. The Cooperative shall have the right to periodically inspect the Facility.

CANCELLED
APR 01 2009
KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY [Signature]

TITLE PURSUANT TO 807 KAR 5.011

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

4/1/2005
PURSUANT TO 807 KAR 5.011

SECTION 9 (1)
President and Chief Executive Officer

By [Signature]
Executive Director

Fleming-Mason Energy Cooperative, Inc.

Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Fleming-Mason Energy personnel at all times. Fleming-Mason Energy may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Fleming-Mason Energy's safety and operating protocols.

- 9) Fleming-Mason Energy shall have the right and authority at Fleming-Mason Energy's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Fleming-Mason Energy believes that: (a) continued interconnection and parallel operation of the generating facility with Fleming-Mason Energy's electric system may create or contribute to a system emergency on either Fleming-Mason Energy's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Fleming-Mason Energy's electric system; or (c) the generating facility interferes with the operation of Fleming-Mason Energy's electric system. In non-emergency situations, Fleming-Mason Energy shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when the Fleming-Mason Energy is unable to immediately isolate or cause the Member to isolate only the generating facility, Fleming-Mason Energy may isolate the Member's entire facility.
- 10) The Member shall agree that, without the prior written permission from Fleming-Mason Energy, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.

C8/17/09

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY

C. L. S. Perry

TITLE President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in SECTION 9 (1)
Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION	
OF KENTUCKY	
EFFECTIVE	
7/1/2008	
PURSUANT TO 807 KAR 5:011	
SECTION 9 (1)	
By	<i>[Signature]</i>
	Executive Director

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 35

CLASSIFICATION OF SERVICE

The Cooperative will bear no responsibility for the installation or maintenance of the customer-generator's equipment or for any damage to property as a result of any failure or malfunction thereof. The Cooperative shall not be liable, directly or indirectly, for permitting or continuing to allow the interconnection of the Facility or for the acts or omissions of the customer-generator or the failure or malfunction of any equipment of the customer-generator's facility that causes loss or injury, including death, to any party.

6. Permits and Compliance with Codes, Standards, Rules, Regulations and Laws

The customer-generator shall file in a timely manner applications for all governmental authorizations and permits that are required for the Facility prior to construction of the Facility. Prior to the initial start-up date, the customer-generator shall obtain all governmental authorizations and permits required for operation of the Facility and shall maintain all required governmental authorizations and permits required for the Facility during the term hereof. The customer-generator shall provide copies of any such authorizations, permits and licenses to the Cooperative upon request. The customer-generator agrees to cause its Facility to be constructed in accordance with the rules and specifications equal to or better than those provided by the National Electrical Safety Code and the National Electrical Code, both codes approved by the American National Standards Institute, in effect at the time of construction.

The customer-generator shall maintain the electric generating system and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations, and obtain any governmental authorizations and permits required for the construction and operation of the electric generating system and interconnection facilities. The customer-generator shall reimburse the Cooperative for any and all losses, damages, claims, penalties, or liability it incurs as a result of the customer-generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of customer-generator's Facility.

7. Responsible Party

The customer-generator shall identify an individual (by name or title) who shall serve as the responsible party for operation and maintenance of the customer-generator Facility. This individual shall be familiar with this Agreement as well as the provisions of any other agreements, rules or regulations that may apply.

CANCELLED
APR 01 2009
KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY [Signature]

TITLE PRESIDENT AND CHIEF EXECUTIVE OFFICER

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

**4/1/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 36
1st Revised Sheet No 36

- 11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless Fleming-Mason Energy and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Fleming-Mason Energy except where such injury, death or damage was caused or contributed to by the fault or negligence of Fleming-Mason Energy or its employees, agents, representatives, or contractors.

The liability of Fleming-Mason Energy to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Fleming-Mason Energy with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Fleming-Mason Energy does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to Fleming-Mason Energy has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Fleming-Mason Energy will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Fleming-Mason Energy will notify the Member in writing and list what must be done to place the facility in compliance.

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY C. D. S. Ray

TITLE President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in
Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By J. D. Brown
Executive Director

C8/17/09

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 36

CLASSIFICATION OF SERVICE

8. Price, Payment and Credit

Net metered electricity shall be measured in accordance with standard metering practices established by the Cooperative.

a. Retail Sales to Member/Customer

If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the customer-generator exceed the deliveries of energy in kWh from the customer-generator to the Cooperative, the customer-generator shall pay the Cooperative for the net amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the rate applicable to its type or class of electric service.

b. Energy Deliveries to Cooperative

If the net meter registration shows that the deliveries of energy in kWh from the customer-generator to the Cooperative exceed the deliveries of energy in kWh from the Cooperative to the customer-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the customer-generator has carried over a Net Metering Credit from one or more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

At no time shall the Cooperative be required to convert the Net Billing Credit to cash. If a customer-generator closes his account, no cash refund for residual Net Metering Credits shall be paid. Net Metering Credits are not transferable between customers or locations.

9. Impact Studies and System Modifications

As part of the process of accommodating the interconnection of the customer-generator's Facility to the Cooperative distribution system, the Cooperative shall conduct an initial review that includes a meeting/discussion with the customer-generator to review the application and scope of the project. The Cooperative may conduct internal studies if deemed necessary and at no additional cost to the customer-generator, such as but not limited to the review of capacity issues, system protection, aggregate harmonics analysis, aggregate

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APR 01 2009

KENTUCKY PUBLIC
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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY [Signature]

TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

By [Signature]
Executive Director

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 37
1st Revised Sheet No 37

Fleming-Mason Energy Cooperative, Inc.

- 15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving Fleming-Mason Energy at least sixty (60) days' written notice; (b) Fleming-Mason Energy may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Fleming-Mason Energy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Fleming-Mason Energy may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

C 8/17/09

DATE OF ISSUE March 25, 2009

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

4/1/2009

ISSUED BY

C. D. S. Ref

TITLE

President & Chief Executive Officer (1)

PURSUANT TO 807 KAR 5:011

Issued by authority of an Order of the Public Service Commission of Kent

Case No. 2008-00169 Dated January 8, 2009

By

[Signature]

Executive Director

CLASSIFICATION OF SERVICE

power factor, and voltage regulation. The initial review will determine if a detailed system impact study for the proposed project is required.

If a system impact study is required, the customer-generator will be advised of the estimated cost of the study and shall reimburse the Cooperative for these costs once the study is completed. Only after the customer-generator has signed the Impact Study Agreement, will the study be conducted. The impact study shall evaluate, in detail, the impact of the proposed interconnection on the safety and reliability of the Cooperative's distribution system, and assesses whether any system modifications are required for interconnection. When construction, modifications, or upgrades to the distribution system are required to interconnect the customer-generator's electric generating facility, the customer-generator shall reimburse the Cooperative for all costs incurred. Once the customer-generator has reimbursed the Cooperative for any costs of system modifications (if required), the interconnection process will proceed.

10. Interruption or Reduction of Deliveries

The Cooperative may require the customer-generator to interrupt or reduce deliveries as follows: a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of the Cooperative's equipment or system; or, b) if the Cooperative determines in its sole discretion that curtailment, interruption, or reduction is necessary because of emergencies, abnormal system operation, faulted conditions, or compliance with prudent electrical practices. Whenever possible, the Cooperative shall give the customer-generator reasonable notice of the possibility that interruption or reduction of deliveries may be required.

Notwithstanding any other provision of this Agreement, if at any time the Cooperative determines that either:

- the generating facility may endanger Cooperative personnel, or,
- the continued operation of customer-generator's generating facility may endanger the integrity of Cooperative's electric system,

The Cooperative shall have the right to disconnect the customer-generator's Facility from the Cooperative's distribution system. The customer-generator's Facility shall remain disconnected until such time as the Cooperative is satisfied that the above-referenced condition(s) have been corrected.

CANCELLED
APR 01 2009
KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY

TITLE

PURSUANT TO 807 KAR 5:011
SECTION 8(1)
President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

By Executive Director

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 38
1st Revised Sheet No 38

Fleming-Mason Energy Cooperative, Inc.

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and Fleming-Mason Energy's Net Metering Tariff.

Member Signature _____ Date _____

Title _____

COOPERATIVE APPROVAL SECTION

When signed below by a Cooperative representative, Application for Interconnection and Net Metering is approved subject to the provisions contained in this Application and as indicated below.

Cooperative inspection and witness test: ☐ Required ☐ Waived

If inspection and witness test is required, the Member shall notify the Cooperative within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with the Cooperative to occur within 10 business days of completion of the generating facility installation or as otherwise agreed to by the Cooperative and the Member. Unless indicated below, the Member may not operate the generating facility until such inspection and witness test is successfully completed. Additionally, the Member may not operate the generating facility until all other terms and conditions in the Application have been met.

Call _____ to schedule an inspection and witness test.

Pre-Inspection operational testing not to exceed two hours: ☐ Allowed ☐ Not Allowed

If inspection and witness test is waived, operation of the generating facility may begin when installation is complete, and all other terms and conditions in the Application have been met.

Additions, Changes, or Clarifications to Application Information:

☐ None ☐ As specified here: _____

Approved by: _____ Date: _____

Printed Name: _____ Title: _____

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY

Cheryl S. Ray

TITLE President & Chief Executive Officer (1)

Issued by authority of an Order of the Public Service Commission of Ken
Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
PURSUANT TO 807 KAR 5:011
By [Signature] Executive Director

CLASSIFICATION OF SERVICE

11. Indemnity and Liability

The customer-generator hereby indemnifies and agrees to hold harmless and release the Cooperative and its officers, employees, contractors, and agents and each of the heirs, personal representatives, successors, and assigns of any of the foregoing (collectively, the "Indemnitees") from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, obligations, payments, and liabilities, together with any costs and expenses (including without limitation attorneys' fees and out-of-pocket expenses and investigation expenses) incurred in connection with any of the foregoing, resulting from, relating to, or arising out of, or in connection with: a) any failure or abnormality in the operation of the customer's generating Facility or any related equipment; b) any failure of the customer-generator to comply with the standards, specifications, or requirements referenced in this Agreement which results in abnormal voltages or voltage fluctuations, abnormal changes in the harmonic content of the generating facility output, single phasing, or any other abnormality related to the quantity or quality of the power produced by the generating facility; c) any failure of the customer-generator duly to perform or observe any term, provision, covenant, agreement, or condition hereunder to be performed or by or on behalf of the customer or d) any negligence or intentional misconduct of customer related to the operation of the generating system or any associated equipment or wiring.

The customer-generator shall, upon the Cooperative's request, defend any suit asserting a claim covered by this indemnity. The customer-generator shall pay all costs (including reasonable attorneys' fees and costs) that may be incurred by the Cooperative in enforcing this indemnity.

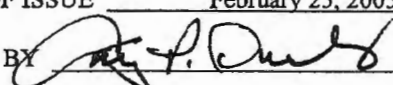
12. Liability Insurance

The customer-generator shall maintain general liability insurance coverage (through a homeowner's, commercial, or other policy) against a loss arising from the use or operation of the customer-generator Facility with minimum limits of \$300,000 per occurrence/\$300,000 aggregate combined single limit for personal injury, bodily injury, including death and property damage. Prior to interconnection, the customer-generator shall submit evidence of such insurance to the Cooperative with the Application for Net Metered Electrical Generation Service. The Cooperative's receipt of evidence of liability insurance does not imply an endorsement by the Cooperative of the terms and conditions of the coverage.

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DATE OF ISSUE February 25, 2005

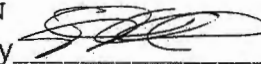
DATE EFFECTIVE 4/1/2005

ISSUED BY 

TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

ON 
By
Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

PURSUANT TO 807 KAR 5:011

Fleming-Mason Energy Cooperative, Inc.

LEVEL 2

Application For Interconnection And Net Metering

Use this Application form when generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level 1.

Submit this Application to:

FLEMING-MASON ENERGY
P O BOX 328
FLEMINGSBURG KY 41041

If you have questions regarding this Application or its status, contact the Cooperative at:

606.845.2661 / www.fmenergy.com

Member Name: _____ Account Number: _____

Member Address: _____

Project Contact Person: _____

Phone No.: _____ Email Address (Optional): _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

Total Generating Capacity of Generating Facility: _____

Type of Generator: ☐ Inverter-Based ☐ Synchronous ☐ Induction

Power Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Biogas ☐ Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY Chris S. Ray

TITLE President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in SECTION 9 (1)
Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
PURSUANT TO 807 KAR 5:011
By [Signature]
Executive Director

CS/17/09

CLASSIFICATION OF SERVICE**13. Equipment Certification**

All inverters and associated interconnection equipment shall have been tested by a Nationally Recognized Testing Laboratory as having met the testing requirements of IEEE Standard 1547. Inverters and associated interconnection equipment listed for generating facility application (up to the size range covered by this Agreement and the Net Energy Metering tariff) listed on the following websites are hereby approved for application and installation under the terms of this Agreement and the terms of the Net Energy Metering Tariff:

List of Approved Equipment

<http://www.dps.state.ny.us/SIRDevices.PDF>

<http://www.fsec.ucf.edu/pvt/buyinstallpv/pvapprovals/approvals1.htm>

http://www.consumerenergycenter.org/cgi-bin/eligible_inverters.cgi

http://www.consumerenergycenter.org/cgi-bin/eligible_pvmodules.cgi

14. Testing and Testing Records

The customer-generator shall provide to the Cooperative all records of testing. These records shall include testing at the start of commercial operation and periodic testing thereafter. Factory testing of the protective systems shall be acceptable. In the case of a factory test, the customer-generator shall provide a written description and certification by the factory of the test, the test results, and the qualification of any independent testing laboratory. In addition, the settings of the equipment being installed are to be approved by the Cooperative prior to operating in parallel with the Cooperative's distribution system.

15. Rights of Access

The Cooperative may send an employee, agent, or contractor to the premises of the customer-generator at any time whether before, during, or after the time the Facility first produces energy to inspect the Facility and observe the Facility's installation, commissioning (including any testing), startup, operation, and maintenance. At any time the Cooperative, its employees, agents, or contractors shall have access to the customer-generator's premises for this or any other reasonable purpose in connection with the interconnection described in this Agreement, the Rules, or to provide service to its customers.

16. Capacity Limit

This Agreement only applies to one or more photovoltaic generation facilities owned by the customer-generator and having a total installed capacity of up to 15 kW at any time the

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KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY

TITLE

PURSUANT TO 807 KAR 5:011

President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO.

DATED

By

Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SECTION 8(1)

Fleming-Mason Energy Cooperative, Inc.

1. Single-line diagram of the member's system showing all electrical equipment from the generator to the point of interconnection with the Cooperative's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. A description of how the generator system will be operated including all modes of operation.
7. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL1741.
8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (X_d , X'_d , & X''_d).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Member Signature: _____ Date: _____

CS/17/09

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY Cathy S. Ray

TITLE President & Chief Executive Officer
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Issued by authority of an Order of the Public Service Commission of Kentucky in 4/1/2009

Case No. 2008-00169 Dated January 8, 2009

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By JH D. Brown
Executive Director

CLASSIFICATION OF SERVICE

total site capacity of a generating facility previously covered under the terms of this Agreement exceed this capacity limit, the customer-generator is then in default of this Agreement. In this case, the provisions of Article 18, Default, will apply.

17. Disconnection of Facilities

The Cooperative maintains the right to disconnect, without liability, the customer-generator's Facility, and suspend service, in cases where continued operation may endanger persons, the Cooperatives' distribution system, or other property. If the operation of the customer-generator's Facility poses an immediate danger to persons or the public, or the safe and stable operation of the Cooperative's distribution system, the Facility may be disconnected from the distribution system with no prior notice. In other cases, the customer-generator will be provided with an opportunity to correct the situation prior to disconnection. During an unplanned outage of the distribution system serving the customer-generator's Facility, the Cooperative shall have the right to suspend service and disconnect the Facility from the system to effect repairs on the system; in this case, the Cooperative shall use its reasonable efforts to provide the customer-generator with reasonable prior notice.

The customer-generator shall disconnect the facility from the system, or the Cooperative shall have the right to disconnect the Facility from the system, in the case of customer-generator's default under the terms of this Agreement.

18. Default

Any one or more of the following acts or omissions of the customer-generator shall constitute an event of default hereunder:

- Failure to comply with the capacity limit of this Agreement;
- Failure to maintain the requisite levels of liability insurance in full force;
- Failure to install, operate and maintain the generating facility in accordance with all applicable standards, rules, regulations and laws;
- Failure to maintain any records, or submit any reports or test results required hereunder; and/or,
- Failure to perform any of the other covenants and conditions of this Agreement.

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APR 01 2009
KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY

TITLE

PURSUANT TO 807 KAR 5:011

President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

By

Executive Director

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 41
1st Revised Sheet No 41

LEVEL 2
INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (Agreement) is made and entered into this _____ day of _____, 20____, by and between _____ (Cooperative), and _____ (Member). Cooperative and Member are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Member is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with Cooperative's electric system, which Generating Facility is more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____

Generator Size and Type: _____

NOW, THEREFORE, in consideration thereof, Member and Cooperative agree as follows:

Cooperative agrees to allow the Member to interconnect and operate the Generating Facility in parallel with the Cooperative's electric system and the Member agrees to abide by Cooperative's Net Metering Tariff and all the Terms and Conditions listed in this Agreement including any additional conditions listed in Exhibit A.

TERMS AND CONDITIONS:

- 1) Fleming-Mason Energy shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY

Chris S. Ray

TITLE President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2008-00169 Dated January 8, 2009

C8/17/09

PUBLIC SERVICE COMMISSION OF KENTUCKY	
EFFECTIVE 4/1/2009	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
By	<u>[Signature]</u> Executive Director

CLASSIFICATION OF SERVICE

Upon the occurrence of any of these events of default, the Cooperative may take any one, or more, or all, of the following actions:

Give the customer-generator a written notice specifying the event of default and requiring it to be remedied within thirty (30) days from the date of notice;

If the event of default is not timely remedied, a) terminate this agreement, effective two (2) days after giving the customer-generator notice of termination, and b) disconnect the Facility in accordance with the provisions of Article 17.

19. Metering

Metering equipment shall be capable of measuring and recording energy flows, on a kWh basis, from the Cooperative to the customer-generator and from the customer-generator to the Cooperative, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the customer-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day or time-of-use billing agreement currently in place. If the customer-generator's existing electrical meter is not capable of registering the flow of electricity in two directions, the customer shall be responsible for all expenses involved in purchasing and installing a meter (or meters) that is able to register electricity flow in two directions. All metering shall be capable of working with any automatic meter reading systems used by the Cooperative.

20. Application and Agreements

A customer-generator seeking to interconnect an eligible electric generating facility to the Cooperative's distribution system must submit to the Cooperative the following documents in addition to this Agreement:

- a. Application for Net Metered Electrical Generation Service, completed and executed, including a one-line diagram showing the configuration of the customer-generator's facility;
- b. Interconnection Agreement for Net Metering Service, executed prior to interconnection.

CANCELLED

APR 01 2009

KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY [Signature]

TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

By [Signature]
Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

PURSUANT TO 807 KAR 5:011

SECTION 9(4)

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
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Canceling Original Sheet No 42
1st Revised Sheet No 42

- 2) The Member shall install, operate, and maintain, at the Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Fleming-Mason Energy's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Fleming-Mason Energy's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Fleming-Mason Energy, the Member shall demonstrate generating facility compliance.
- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Fleming-Mason Energy's rules, regulations, and Service Regulations as contained in Fleming-Mason Energy's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, the Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Fleming-Mason Energy's system required to accommodate the generating facility shall be considered excess facilities. The Member shall agree to pay Fleming-Mason Energy for actual costs incurred for all such excess facilities prior to construction.
- 5) The Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Fleming-Mason Energy's electric system. At all times when the generating facility is being operated in parallel with Fleming-Mason Energy's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Fleming-Mason Energy to any

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY

Clinton S. Ray

TITLE

President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in
Case No. 2008-00169 Dated January 8, 2009

By

[Signature]

Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE
4/1/2009

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 42

CLASSIFICATION OF SERVICE

The Cooperative may reject an application for demonstrable reliability or safety issues; however, the Cooperative will work with the customer to resolve those issues to the extent practicable.

21. Effective Term and Termination Rights

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) customer-generator may terminate this Agreement at any time by giving the Cooperative at least sixty (60) days' written notice; (b) Cooperative may terminate upon failure by the customer-generator to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of the Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) the Cooperative may terminate by giving the customer-generator at least thirty (30) days notice in the event that there is a material change in an applicable law, or any requirement of the Cooperative's wholesale electric suppliers or of any transmission utility, independent system operator or regional transmission organization having responsibility for the operation of any part of the system.

22. Severability

If any portion or provision of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

23. Amendment

This Agreement may be amended only upon mutual agreement of the parties, which amendment will not be effective until reduced to writing and executed by the parties.

24. Independent Contractors

The parties hereto are independent contractors and shall not be deemed to be partners, employees, franchisees or franchisers, servants or agents of each other for any purpose whatsoever under or in connection with this Agreement.

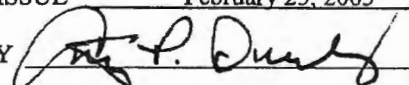
CANCELLED

APR 01 2009

KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

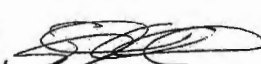
DATE EFFECTIVE 4/1/2005

ISSUED BY 

TITLE President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

By 
Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

PURSUANT TO 807 KAR 5:011

SECTION 9(1)

Fleming-Mason Energy Cooperative, Inc.

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 43
1st Revised Sheet No 43

of its other members or to any electric system interconnected with Fleming-Mason Energy's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Fleming-Mason Energy's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

- 6) The Member shall be responsible for protecting, at the Member's sole cost and expense, the generating facility from any condition or disturbance on Fleming-Mason Energy's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Fleming-Mason Energy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Fleming-Mason Energy.
- 7) After initial installation, Fleming-Mason Energy shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Fleming-Mason Energy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Fleming-Mason Energy's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Fleming-Mason Energy's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Fleming-Mason Energy personnel at all times. Fleming-Mason Energy may waive the requirement for an EDS for a generating facility at its sole

C8/17/09

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY

Christy S. Ray

TITLE

President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in
Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE
4/17/2009

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By

[Signature]

Executive Director

FOR ENTIRE TERRITORY SERVED

Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 43

CLASSIFICATION OF SERVICE

25. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. Venue for any action arising under or in connection with this Agreement shall be in the Fleming County Circuit Court.

26. Notices

Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to the Cooperative:

Fleming-Mason Energy Cooperative

P.O. Drawer 328

Flemingsburg, KY 41041

(b) If to the customer-generator:

The above-listed names, titles, and addresses of either party may be changed by written notification to the other.

27. Assignment

This Agreement and all provisions hereof shall inure to and be binding upon the respective parties hereto, their personal representatives, heirs, successors, and assigns. Customer-generator shall not assign this Agreement or any part hereof without the prior written consent of the Cooperative, and such consent shall be within the sole discretion of the Cooperative.

Any unauthorized assignment may result in default under the terms of this Agreement.

DATE OF ISSUE February 25, 2005

DATE EFFECTIVE 4/1/2005

ISSUED BY [Signature]

TITLE President and Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

By [Signature]
Executive Director

CANCELLED

APR 01 2009

KENTUCKY PUBLIC
SERVICE COMMISSION

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

PURSUANT TO 807 KAR 5:011

SECTION 1.1

discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Fleming-Mason Energy's safety and operating protocols.

- 9) Fleming-Mason Energy shall have the right and authority at Fleming-Mason Energy's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Fleming-Mason Energy believes that: (a) continued interconnection and parallel operation of the generating facility with Fleming-Mason Energy's electric system may create or contribute to a system emergency on either Fleming-Mason Energy's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Fleming-Mason Energy's electric system; or (c) the generating facility interferes with the operation of Fleming-Mason Energy's electric system. In non-emergency situations, Fleming-Mason Energy shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when Fleming-Mason Energy is unable to immediately isolate or cause the Member to isolate only the generating facility, Fleming-Mason Energy may isolate the Member's entire facility.
- 10) The Member shall agree that, without the prior written permission from Fleming-Mason Energy, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless Fleming-Mason Energy and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Fleming-Mason

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY

Charles E. Ray

TITLE

President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in SECTION 9 (1)

Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/1/2008

PURSUANT TO 807 KAR 5:011

By

[Signature]

Executive Director

FOR ENTIRE TERRITORY SERVED
Community, Town or City

P.S.C. KY. NO. 52

FLEMING-MASON ENERGY COOPERATIVE

Original SHEET NO. 44

CLASSIFICATION OF SERVICE

28. Signatures/Agreement Execution

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

FLEMING-MASON ENERGY COOPERATIVE

BY: _____

TITLE: _____

DATE: _____

[CUSTOMER-GENERATOR NAME]

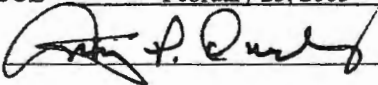
BY: _____

TITLE: _____

DATE: _____

CANCELLED
APR 01 2009
KENTUCKY PUBLIC
SERVICE COMMISSION

DATE OF ISSUE February 25, 2005

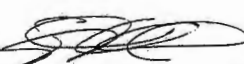
ISSUED BY 

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

DATE EFFECTIVE 4/1/2005

TITLE President and Chief Executive Officer

By 
Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

PURSUANT TO 807 KAR 5:011

SECTION 9(1)

For All Counties Served

P.S.C. No. 52

Fleming-Mason Energy Cooperative, Inc.

Original Sheet No. 45

Energy except where such injury, death or damage was caused or contributed to by the fault or negligence of the Fleming-Mason Energy or its employees, agents, representatives, or contractors.

The liability of Fleming-Mason Energy to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Fleming-Mason Energy with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Fleming-Mason Energy does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to the Fleming-Mason Energy has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Fleming-Mason Energy will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Fleming-Mason Energy will notify the Member in writing and list what must be done to place the facility in compliance.
- 15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

C8/17/09

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY

Charles E. Ray

TITLE

President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in

Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION

OF KENTUCKY

EFFECTIVE

4/1/2009

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

By

[Signature]

Executive Director

Fleming-Mason Energy Cooperative, Inc.

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving Fleming-Mason Energy at least sixty (60) days' written notice; (b) Fleming-Mason Energy may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Fleming-Mason Energy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Fleming-Mason Energy may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

COOPERATIVE NAME

MEMBER

By: _____ By: _____

Printed Name

Printed Name

Title: _____ Title: _____

C8/17/09

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

ISSUED BY Charles S. Ray

TITLE President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in

Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION OF KENTUCKY	
EFFECTIVE 4/1/2009	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
By <u>[Signature]</u>	Executive Director



For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 19
1st Revised Sheet No 19

Fleming-Mason Energy Cooperative, Inc.

RATES SCHEDULE NM—NET METERING

AVAILABILITY OF NET METERING SERVICE

Net Metering is available to eligible member-generators in Fleming-Mason Energy's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Fleming-Mason Energy's single hour peak load during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of a supplier's single hour peak load during the previous year, upon Commission approval, Fleming-Mason Energy's obligation to offer net metering to a new member-generator may be limited. An eligible member-generator shall mean a member retail electric member of Fleming-Mason Energy with a generating facility that:

- 1) Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2) Has a rated capacity of not greater than thirty (30) kilowatts;
- 3) Is located on the member's premises;
- 4) Is owned and operated by the member;
- 5) Is connected in parallel with Fleming-Mason Energy's electric distribution system; and
- 6) Has the primary purpose of supplying all or part of the member's own electricity requirements.

At its sole discretion, Fleming-Mason Energy may provide Net Metering to other member-generators not meeting all the conditions listed above on a case-by-case basis.

METERING

Fleming-Mason Energy shall provide net metering services, without any cost to the Member for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Member of his or her responsibility to pay metering costs embedded in the Fleming-Mason Energy's Commission-approved base rates.

DATE OF ISSUE August 19, 2009

DATE EFFECTIVE: August 17, 2009 EFFECTIVE

ISSUED BY Christy S. Reay

TITLE President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of K
Case No. 2008-00169 Dated August 17, 2009

PUBLIC SERVICE COMMISSION OF KENTUCKY	
8/17/2009	
PURSUANT TO 807 KAR 5:011 SECTION 9(1)	
By <u>[Signature]</u>	Executive Director