

Substitute for HOUSE BILL No. 2149

By Committee on Energy, Utilities and Telecommunications

3-12

1 AN ACT concerning distributed energy resources; requiring distributed
2 energy system retailers to disclose certain information to customers
3 who will construct, install and operate a distributed energy system;
4 requiring the attorney general to convene an advisory group to establish
5 a standard form for such disclosures and requiring publication thereof;
6 requiring electric public utilities to disclose certain information to
7 distributed energy retailers; providing criteria to determine appropriate
8 system size for a customer's distributed energy system that is subject to
9 parallel generation; establishing requirements for interconnection and
10 operation of a distributed energy system; increasing the total capacity
11 limitation for an electric public utility's provision of parallel generation
12 service; establishing powers and limitations relating thereto;
13 establishing notification requirements for when a system is no longer
14 producing energy or the customer seeks to repair or rebuild a
15 distributed energy system; amending K.S.A. 66-1,184 and 66-1268 and
16 repealing the existing sections.

17

18 *Be it enacted by the Legislature of the State of Kansas:*

19 New Section 1. (a) As used in sections 1 through 3, and amendments
20 thereto:

21 (1) "Distributed energy customer" means a property owner of a
22 single-family dwelling or multifamily dwelling of two units or fewer and
23 who is offered a contract from a distributed energy retailer for the
24 construction, installation or operation of a distributed energy system that
25 is primarily intended to offset the energy consumption of such single family
26 or multifamily dwelling.

27 (2) "Distributed energy retailer" means any person or entity that sells,
28 markets, solicits, advertises, finances, installs or otherwise makes available
29 for purchase a distributed energy system in the state of Kansas.

30 (3) "Distributed energy system" means any device or assembly of
31 devices and supporting facilities that is capable of feeding excess electrical
32 power generated by a customer's energy producing system into the utility's
33 system, such that all energy output and all other services will be fully
34 consumed by the distributed energy customer or the utility, and that is or

1 will be subject to an agreement under K.S.A. 66-1,184, 66-1263 et seq.,
2 and amendments thereto, or a net metering tariff that was voluntarily
3 established by a utility.

4 (4) "Permission to operate" means the same as defined in K.S.A. 66-
5 1,184, and amendments thereto.

6 (5) "Utility" means an electric public utility, as defined by K.S.A. 66-
7 101a, and amendments thereto, any cooperative, as defined by K.S.A. 17-
8 4603, and amendments thereto, an electric utility owned by one or more
9 such cooperatives, a nonstock member-owned electric cooperative
10 corporation incorporated in this state or a municipally owned or operated
11 electric utility.

12 (b) No person or entity **{required to be registered with the**
13 **secretary of state pursuant to the business entity standard treatment**
14 **act, K.S.A. 17-1901 et seq., and amendments thereto,}** shall engage in
15 the business or act in the capacity of a distributed energy retailer within
16 this state unless such person or entity is registered with the secretary of
17 state, in good standing and authorized to conduct business in the state.

18 (c) Prior to entering into a contract with a distributed energy customer
19 for a distributed energy system, a distributed energy retailer shall provide
20 such customer a separate disclosure document that:

21 (1) Is written in at least 10-point ~~type~~ **font**,

22 (2) is written in the language that the distributed energy retailer used
23 to speak to the distributed energy customer during the sales process or the
24 language requested by such customer;

25 (3) includes a description of the make and model of the distributed
26 energy system's major components and the expected useful life of the
27 distributed energy system;

28 (4) includes a guarantee concerning the quantity of energy that the
29 distributed energy system will generate on a measurable interval and a
30 remedy if such system does not comply with such guarantee within one
31 year following the date the system received permission to operate;

32 (5) does not contain blank spaces that may be subsequently filled in
33 with terms or conditions that materially affect the timing, value or
34 obligation of the contract unless such terms and conditions are separately
35 acknowledged in writing by the distributed energy customer;

36 (6) includes, in bold **font** and highlighted type, the total aggregate
37 cost to the distributed energy customer that will be incurred over the
38 entirety of the contract. Such total aggregate cost shall be separately
39 acknowledged in writing by the distributed energy customer;

40 (7) includes a description of the ownership and transferability of any
41 tax credits, rebates, incentives or renewable energy certificates in
42 connection with the distributed energy system;

43 (8) includes the name and certification number of the individual

1 certified by the north American board of certified energy practitioners who
2 will oversee the permitting and installation of the distributed energy
3 system or the name and license number of the master electrician or
4 electrical contractor who will oversee the permitting and installation of the
5 distributed energy system;

6 (9) provides a description of the process and all associated fees for
7 transferring any financing, warranty or other agreements relating to the
8 distributed energy system to a new owner;

9 (10) includes the name, phone number, email and mailing address of
10 the person or entity that the distributed energy customer may contact for
11 questions regarding performance, maintenance or repair of the distributed
12 energy system;

13 (11) includes a description of the assumptions used for any savings
14 estimates that were provided to the distributed energy customer and
15 provides a description of the applicable utility billing structure that
16 pertains to the distributed energy system. Such descriptions and
17 assumptions shall include the same provisions as outlined in the standard
18 form published by the attorney general pursuant to section 3, and
19 amendments thereto;

20 (12) includes a statement that the distributed energy retailer shall
21 provide the distributed energy customer proof that, within 30 days of
22 completion of installation:

23 (A) All permits required for the installation of the distributed energy
24 system were obtained prior to installation, if applicable;

25 (B) the distributed energy system was inspected and approved by a
26 qualified individual pursuant to the requirements of any local municipal
27 ordinance or county resolution;

28 (C) the necessary interconnection applications and documentation
29 were submitted to and approved by the affected utility; and

30 (D) the distributed energy system received permission to operate;

31 (13) includes a statement that any recurring payments for a
32 distributed energy system shall pause and not be due if such system does
33 not receive permission to operate within 90 days of the date that the first
34 recurring payment is due. Such recurring payments may resume at the time
35 that such system receives permission to operate. Any payments due during
36 any such pause shall either be forgiven or added to the end of the financing
37 term and shall not incur any penalties for nonpayment during such term;

38 (14) includes a statement describing any rate escalation, balloon
39 payment or potential reconfiguration of payment structure;

40 (15) includes a statement as to whether operations or maintenance
41 services are included as part of the original contract price and whether the
42 costs to remove, reinstall and repair the distributed energy system are
43 included as part of the original contract price should the distributed energy

1 system need to be removed, reinstalled or repaired due to natural causes or
2 due to any exterior repair, replacement, construction or reconstruction
3 work on the premises;

4 (16) includes a statement describing the expected start and
5 completion dates for the installation of the distributed energy system;

6 (17) includes a statement indicating whether any warranty or
7 maintenance obligations related to the distributed energy system may be
8 transferred by the distributed energy retailer to a third party and, if so, a
9 statement that provides: "The maintenance and repair obligations under
10 your contract may be assigned or transferred without your consent to a
11 third party who{, **if required pursuant to state law,**} shall be registered
12 with the secretary of state, in good standing and authorized to conduct
13 business in the state and bound to all the terms of the contract. If a transfer
14 occurs, you will be notified in writing of any change to the name, mailing
15 address, email or phone number to use for questions and payments or to
16 request system maintenance or repair";

17 (18) includes a statement indicating whether the distributed energy
18 retailer shall place a lien, notice or other filing on or against real property
19 as a result of the contract;

20 (19) includes a statement, in bold *font* and highlighted type,
21 indicating whether the distributed energy retailer will impose any fees or
22 other costs upon the distributed energy customer. If any such fees or other
23 costs will be charged to the distributed energy customer, the aggregate
24 total of such fees and other costs shall be provided and separately
25 acknowledged in writing by the distributed energy customer;

26 (20) includes a statement in capital letters and bold *font* and
27 highlighted type that states: "[name of distributed energy retailer] is not
28 affiliated with any utility company or governmental agency and shall not
29 claim any such affiliation"; and

30 (21) may include any additional information that the distributed
31 energy retailer considers appropriate, only if such additional information is
32 not intended to conceal or obscure the disclosures required pursuant to this
33 section.

34 (d) The disclosure statement required pursuant to this section shall be
35 signed and dated by the distributed energy customer at least one calendar
36 day after the date that the contract for the distributed energy system was
37 executed.

38 (e) (1) Any person or entity that violates the provisions of subsection
39 (b) or any distributed energy retailer that fails to provide and perform the
40 disclosures in the form and manner required pursuant to this section or that
41 makes a materially misleading statement as a part of or when presenting
42 such disclosures shall be liable for a civil penalty in an amount not to
43 exceed \$10,000 for each such violation. Such violator shall be liable to the

1 aggrieved person or distributed energy customer, or to the state, for the
2 payment of such civil penalty. Such civil penalty shall be recoverable in an
3 action brought by the aggrieved person or customer or the attorney
4 general, county attorney or district attorney. Any such civil penalty shall be
5 in addition to any other relief that may be granted pursuant to any other
6 remedy available in law or equity.

7 (2) If a distributed energy retailer fails to comply with this section,
8 any contract entered into between the distributed energy retailer and the
9 distributed energy customer that pertains to the distributed energy system
10 shall be deemed null and void.

11 (f) This section shall not apply to a transaction of real property on
12 which a distributed energy system is already located.

13 (g) The provisions of this section shall take effect and be in force
14 from and after July 1, 2025.

15 New Sec. 2. (a) To allow a distributed energy retailer to provide
16 informed and accurate information to a distributed energy customer
17 pursuant to section 1, and amendments thereto, upon request of any
18 distributed energy retailer, a utility shall disclose all applications, rules,
19 service standards, forms or other documents required for interconnection
20 of a distributed energy system pursuant to K.S.A. 66-1,184 or 66-1263 et
21 seq., and amendments thereto, or a net metering tariff that was voluntarily
22 established by a utility, including the utility's historic amount of
23 compensation per kilowatt hour for interconnected systems and the current
24 compensation amount for such systems. Such historic amount of
25 compensation shall be provided in a dollar amount and shown on a
26 monthly or similar billing period basis for not less than the preceding five
27 years.

28 (b) The provisions of this section shall take effect and be in force
29 from and after July 1, 2025.

30 New Sec. 3. (a) The attorney general shall appoint and convene an
31 advisory group to collectively develop, approve and periodically revise a
32 standard form that may be used by distributed energy retailers to perform
33 and provide the the disclosures required pursuant to section 1, and
34 amendments thereto. Such advisory group shall consist of the attorney
35 general or the attorney general's designee, representatives from interested
36 groups, including representatives of distributed energy retailers and
37 utilities, one or more members of the general public who owns residential
38 real property in this state, one or more assistant attorneys general and any
39 other members that the attorney general considers necessary or
40 appropriate.

41 (b) On or before July 1, 2025, the attorney general shall publish on
42 the attorney general's website the most current version of the standard
43 form that is developed and approved by the advisory group pursuant to this

1 section.

2 Sec. 4. K.S.A. 66-1,184 is hereby amended to read as follows: 66-
3 1,184. (a) *As used in this section:*

4 (1) *"Avoided cost" means the incremental cost to a utility of electric*
5 *energy that such utility would generate itself or purchase from another*
6 *source and as such term is interpreted by the federal energy regulatory*
7 *commission from time to time.*

8 (2) *"Distributed energy system" means any device or assembly of*
9 *devices and supporting facilities that are capable of feeding excess*
10 *electric power generated by a customer's energy producing system into the*
11 *utility's system, such that all energy output and all other services will be*
12 *fully consumed by the customer or the utility.*

13 (3) *"Export" means power that flows from a customer's electrical*
14 *system through such customer's billing meter and onto the utility's*
15 *electricity lines. "Export" includes the sum of power on all phase*
16 *conductors.*

17 (4) *"Interconnected" means a listed system that is designed to export*
18 *power and attached or connected on the customer's side of the retail meter*
19 *at the customer's delivery point.*

20 (5) *"Listed" means that the device or equipment has been tested and*
21 *certified to meet the institute of electrical and electronics engineers safety*
22 *standards that specifically pertain to the intended function of the device or*
23 *equipment.*

24 (6) *"Locational marginal price" means the hourly average market*
25 *price of alternating current energy per kilowatt hour established by the*
26 *applicable locational marginal price pricing node of the southwest power*
27 *pool.*

28 (7) *"Monthly system average cost of energy per kilowatt hour" means*
29 *the sum of all volumetric costs incurred by an electric utility during a*
30 *calendar month or similar billing period as billed to the utility by*
31 *generation and transmission providers and any volumetric generation*
32 *costs incurred by the utility to generate energy divided by the total amount*
33 *of retail kilowatt-hours that the utility sold in such month or billing period.*

34 (8) *"Permission to operate" means the operational date of the*
35 *customer's distributed energy system as determined by the utility.*

36 (9) *"Utility" means any electric public utility as defined in K.S.A. 66-*
37 *101a, and amendments thereto, cooperative as defined in K.S.A. 17-4603,*
38 *and amendments thereto, electric utility owned by one or more such*
39 *cooperatives, nonstock member-owned electric cooperative corporation*
40 *incorporated in this state or municipally owned or operated electric*
41 *utility.*

42 (10) *"Witness test" means an authorized representative of the electric*
43 *utility who measures or verifies a specific setting or operational condition.*

1 ~~(b) Except as provided in subsection (b), Except as otherwise~~
2 ~~provided in this section, every public utility which provides retail electric~~
3 ~~services in this state that provides retail electric service in this state shall~~
4 ~~enter into a contract for parallel generation service with any person who is~~
5 ~~a customer of in good standing with such utility, upon request of such~~
6 ~~customer, whereby that authorizes such customer may to attach or connect~~
7 ~~to the utility's delivery and metering system an apparatus or a listed device~~
8 ~~for the purpose of feeding exporting excess electrical power which is~~
9 ~~generated by such customer's distributed energy producing system into to~~
10 ~~the utility's system. No such apparatus or device shall either cause damage~~
11 ~~to the public utility's system or equipment or present an undue hazard to~~
12 ~~utility personnel. Every such contract shall include, but need not be limited~~
13 ~~to, provisions relating to fair and equitable compensation on such~~
14 ~~customer's monthly bill for energy supplied to the utility by such customer.~~

15 ~~(b) (1) For purposes of this subsection:~~

16 ~~(A) "Utility" means an electric public utility, as defined by K.S.A. 66-~~
17 ~~101a, and amendments thereto, any cooperative, as defined by K.S.A. 17-~~
18 ~~4603, and amendments thereto, or a nonstock member-owned electric~~
19 ~~cooperative corporation incorporated in this state, or a municipally owned~~
20 ~~or operated electric utility;~~

21 ~~(B) "school" means Cloud county community college and Dodge City~~
22 ~~community college.~~

23 ~~(2) Every utility which provides retail electric services in this state~~
24 ~~shall enter into a contract for parallel generation service with any person~~
25 ~~who is a customer of such utility, if such customer is a residential customer~~
26 ~~of the utility and owns a renewable generator with a capacity of 25~~
27 ~~kilowatts or less, or is a commercial customer of the utility and owns a~~
28 ~~renewable generator with a capacity of 200 kilowatts or less or is a school~~
29 ~~and owns a renewable generator with a capacity of 1.5 megawatts or less.~~
30 ~~Such generator shall be appropriately sized for such customer's anticipated~~
31 ~~electric load. A commercial customer who uses the operation of a~~
32 ~~renewable generator in connection with irrigation pumps shall not request~~
33 ~~more than 10 irrigation pumps connected to renewable generators be~~
34 ~~attached or connected to the utility's system. At the customer's delivery~~
35 ~~point on the customer's side of the retail meter such customer may attach~~
36 ~~or connect to the utility's delivery and metering system an apparatus or~~
37 ~~device for the purpose of feeding excess electrical power which is~~
38 ~~generated by such customer's energy producing system into the utility's~~
39 ~~system. No such apparatus or device shall either cause damage to the~~
40 ~~utility's system or equipment or present an undue hazard to utility~~
41 ~~personnel.~~

42 ~~(c) (1) A utility may require any customer who is seeking to construct~~
43 ~~and install a distributed energy system to submit an application prior to~~

1 any connection of the distributed energy system with the utility's system,
2 notify the utility of the proposed distributed energy system and verify that
3 such system is constructed, installed and operated in accordance with all
4 applicable standards and codes.

5 (2) Any customer that submits an application to construct, install and
6 operate a distributed energy system shall have the option to remain on a
7 retail rate tariff that is identical to the same rate class for which such
8 customer would otherwise qualify as a retail customer who is not
9 otherwise receiving service under a parallel generation service tariff or
10 net metering tariff.

11 (3) A utility shall provide written notice of receipt of any application
12 submitted pursuant to this section to the applicant within 30 days
13 following such receipt. A utility shall approve or deny any such
14 application or a request for system certification pursuant to such an
15 application within 90 calendar days following receipt of such application
16 or request. If one or more additional studies are required, a utility shall
17 not be subject to such 90-day deadline but shall provide the applicant with
18 an estimated time frame for action on such application and act on such
19 application as soon as practicable after any such studies are completed. If
20 the utility denies such application or request, the utility shall provide to
21 the applicant a list of the reasons for such denial and the corrective
22 actions needed for approval.

23 (4) A utility may assess upon any customer requesting to install a
24 distributed energy system:

25 (A) A fair and reasonable nonrefundable interconnection application
26 fee;

27 (B) any applicable costs incurred by the utility for any study
28 conducted to verify and allow the requested export capacity to be
29 interconnected at the customer's point of delivery, including, but not
30 limited to, costs incurred as a result of the southwest power pool's study
31 processes; and

32 (C) costs associated with any related system upgrade costs, devices
33 and equipment required to be furnished by the utility for the provision of
34 accepting the requested export capacity.

35 (d) (1) Every ~~such~~ contract for parallel generation service shall
36 include, ~~but need not be limited to,~~ provisions relating to fair and equitable
37 compensation for energy ~~supplied~~ exported to the utility by such customer.
38 ~~Except as authorized pursuant to paragraph (3) (4),~~ such compensation
39 shall be ~~not less than 100% of the utility's monthly system average cost of~~
40 ~~energy per kilowatt hour except that in the case of renewable generators~~
41 ~~with a capacity of 200 kilowatts or less, such compensation shall be not~~
42 ~~less than 150% of the utility's monthly system average cost of energy per~~
43 ~~kilowatt hour not less than 100% of the utility's monthly avoided cost.~~

1 (2) A utility ~~may~~ shall credit such compensation to the customer's
2 account or pay such compensation to the customer at least annually or
3 when the total compensation due equals \$25 or more.

4 (3) A utility shall disclose to any customer the formula that the utility
5 uses to determine the compensation that the utility provides pursuant to a
6 contract for parallel generation service.

7 (4) (A) A utility may use locational marginal price or the monthly
8 system average cost of energy per kilowatt hour to determine
9 compensation for energy exported to the utility by the customer. Any such
10 utility that uses locational marginal price or monthly system average cost
11 of energy per kilowatt hour shall compensate the customer for the energy
12 exported to the utility at least annually. Such compensation may be paid to
13 such customer or credited to the customer's account. When determining
14 compensation pursuant to this paragraph, in no case shall a utility issue
15 an invoice for energy exported to the utility by the customer's distributed
16 energy system. Upon the request of any customer who is subject to such
17 locational marginal price compensation pursuant to this paragraph, the
18 utility shall disclose the locational marginal price and the corresponding
19 amount of energy exported to the utility by the customer's distributed
20 energy system.

21 (B) The provisions of this paragraph shall expire on July 1, 2030.

22 ~~(3)(e)~~ A customer-generator of any ~~investor-owned~~ investor-owned
23 utility shall have the option of entering into a contract pursuant to this
24 subsection ~~(b)~~ section or utilizing the net metering and easy connection
25 act. The customer-generator shall exercise the option in writing, filed with
26 the utility.

27 ~~(e)(f)~~ The following terms and conditions shall apply to contracts
28 entered into under subsection ~~(a)~~ or ~~(b)~~ for parallel generation service:

29 (1) The utility ~~will supply~~ shall furnish, own, and maintain, at the
30 utility's expense, all necessary meters and associated equipment utilized for
31 billing. ~~In addition, and for the purposes of monitoring customer~~
32 ~~generation and load,;~~

33 (2) the utility may install, at ~~its~~ the utility's expense, load research
34 ~~metering~~ meters and equipment to monitor customer generation and load.
35 The customer shall ~~supply~~ provide, at no expense to the utility, a suitable
36 location for such meters and ~~associated equipment used for billing and for~~
37 ~~load research;~~

38 ~~(2)(3)~~ for the purposes of ~~insuring~~ ensuring the safety and quality of
39 utility system power, the utility shall have the right to require the customer,
40 at certain times and as electrical operating conditions warrant, to limit the
41 production of electrical energy from the generating facility to an amount
42 no greater than the load at the customer's facility of which the generating
43 facility is a part;

1 ~~(3)(4)~~ the customer shall furnish, install, operate; and maintain in
2 good order and repair ~~and without cost to the utility, such relays, locks and~~
3 ~~seals, breakers, automatic synchronizer, and other control and protective~~
4 ~~apparatus as shall be designated by the utility as being required as, at the~~
5 ~~customer's expense, a listed device that is suitable for the operation of the~~
6 ~~generator customer's distributed energy system in parallel with the utility's~~
7 ~~system. In any case where the customer and the utility cannot agree to~~
8 ~~terms and conditions of any such contract, the state corporation~~
9 ~~commission shall establish the terms and conditions for such contract. In~~
10 ~~addition;~~

11 (5) the utility may install, own; and maintain a disconnecting device
12 located near the electric meter or meters; *or may require that a customer's*
13 *distributed energy system contain a switch, circuit breaker, fuse or other*
14 *device or feature that may be accessed by the utility at any time and would*
15 *provide an authorized utility worker the ability to manually disconnect the*
16 *customer's distributed energy system from the utility's electric distribution*
17 *system;*

18 (6) interconnection facilities between the customer's and the utility's
19 equipment shall be accessible at all reasonable times to utility personnel.
20 Upon notification by the customer of the customer's intent to construct and
21 install parallel generation, the utility shall provide the customer a written
22 estimate of all costs that will be incurred by the utility and billed to the
23 customer to accommodate the interconnection. The customer may be
24 required to reimburse the utility for any equipment or facilities required as
25 a result of the installation by the customer of generation in parallel with
26 the utility's service.;

27 (7) the customer shall notify the utility prior to the initial energizing
28 and start-up testing of the ~~customer-owned generator, and the utility shall~~
29 ~~have the right to have a representative present at such test~~ *customer's*
30 *distributed energy system;*

31 ~~(4)~~ the utility may require a special agreement for conditions related
32 to technical and safety aspects of parallel generation; and

33 ~~(5)~~(8) *prior to granting permission to operate, the utility may*
34 *require:*

35 (A) *A witness test of the customer's distributed energy system and*
36 *interconnection facilities;*

37 (B) *the customer to provide the certificate of inspection of the*
38 *customer's distributed energy system completed pursuant to any municipal*
39 *ordinance or code requirements or a certification from an electrician or*
40 *electrical engineer licensed in this state that the system is installed*
41 *according to applicable codes and standards; and*

42 (C) *the customer to provide documentation that the customer's*
43 *distributed energy system was constructed and installed under the*

1 direction of a person who is certified by the north American board of
2 certified energy practitioners or **either** a master electrician or electrical
3 contractor licensed under the provisions of K.S.A. 12-1525 et seq., and
4 amendments thereto;

5 (9) the utility may periodically require a witness test of the customer's
6 distributed energy system and interconnection facilities throughout the
7 provision of parallel generation service;

8 (10) the utility shall have the right and authority to disconnect and
9 isolate a customer's distributed energy system without notice and at
10 utility's sole discretion when:

11 (A) Electric service to a customer's premises is discontinued for any
12 reason;

13 (B) adverse electrical effects, such as power quality problems, are
14 occurring or are believed to be occurring on the utility's system or the
15 electrical equipment of other utility customers;

16 (C) hazardous conditions on the utility's system are occurring or are
17 believed to be occurring as a result of the operation of the distributed
18 energy system or protective equipment;

19 (D) the utility identifies uninspected or unapproved equipment or
20 modifications to the distributed energy system after initial approval;

21 (E) there is recurring abnormal operation, substandard operation or
22 inadequate maintenance of the distributed energy system;

23 (F) the customer fails to remit payment to the utility for any amounts
24 owed, including, but not limited to, amounts invoiced;

25 (G) the customer does not comply with the obligations of the
26 interconnection agreement, except that, if such noncompliance is not an
27 emergency situation, the utility shall give a customer 90 days to cure the
28 noncompliance prior to disconnecting and isolating the distributed energy
29 system; or

30 (H) such disconnection is necessary due to emergency or
31 maintenance purposes. In the event that the utility disconnects the
32 distributed energy system for maintenance, the utility shall make
33 reasonable efforts to reconnect the distributed generating system as soon
34 as practicable; and

35 (I) the customer shall retain the authority to temporarily disconnect
36 such customer's distributed energy system from the utility's system at any
37 time. Any such temporary disconnection shall not be construed as a
38 customer's termination of the interconnection agreement without an
39 express action to terminate such agreement pursuant to the terms and
40 conditions of the agreement.

41 (g) The export capacity of a customer's renewable energy system
42 shall be appropriately sized for such customer's anticipated electric load
43 as follows:

1 (1) (A) Divide the customer's historic consumption in kilowatt-hours
2 for the previous 12-month period by 8,760 and divide such quotient by a
3 capacity factor of:

4 (i) 0.144 when such customer is in the service territory of an
5 investor-owned utility; and

6 (ii) 0.288 when such customer is in the service territory of a
7 cooperative as defined in K.S.A. 17-4603, and amendments thereto, an
8 electric utility owned by one or more of such cooperatives, a nonstock
9 member-owned electric cooperative corporation incorporated in this state
10 or a municipally owned or operated electric utility; or

11 (B) if the customer does not have historic consumption data that
12 adequately reflects the customer's consumption at such premises, the
13 customer's historic consumption for the previous 12-month period shall be
14 7.15 kilowatt-hours per square foot of conditioned space; and

15 (2) round the amount determined pursuant to paragraph (1) up to the
16 nearest one kilowatt alternating current power increment.

17 (h) (1) Except as provided in subsection (i), each utility shall, make
18 parallel generation service available to customers who are in good
19 standing with the utility, on a first-come, first-served basis, until the
20 utility's aggregate export capacity from all distributed energy systems,
21 including systems that are subject to a parallel generation service tariff
22 established pursuant to this section and systems that are subject to a net
23 metering tariff that was either voluntarily established by the utility or
24 pursuant to K.S.A. 66-1263 et seq., and amendments thereto, equals or
25 exceeds the following:

26 (A) Commencing on July 1, 2025, 6% of the utility's historic peak
27 demand;

28 (B) commencing on July 1, 2026, 7% of the utility's historic peak
29 demand; and

30 (C) commencing on July 1, 2027, and each year thereafter, 8% of the
31 utility's historic peak demand.

32 (2) The utility may limit the ~~number and size~~ export capacity of
33 ~~renewable generators~~ additional distributed energy systems to be
34 connected to the utility's system due to the capacity of the distribution line
35 to which such ~~renewable generator would~~ distributed energy system will be
36 connected, and in no case shall the utility be obligated to purchase an
37 amount greater than 4% of such utility's peak power requirements.

38 (i) (1) A utility shall not be required to make parallel generation
39 service available to any customer who has a new or expanded facility that
40 ~~receives~~ **receives** electric service at a voltage of 34.5 kilovolts or higher
41 and commences such electric service on or after July 1, 2025.

42 (2) To determine a utility's historic peak demand for purposes of
43 subsection (h), a utility's peak demand shall not include the additional

1 demand of any new or expanded facility of an industrial, commercial or
2 data center customer that receives electric service at a voltage of 34.5
3 kilovolts or higher and commences such electric service on or after July 1,
4 2025.

5 (3) The provisions of this subsection shall expire on July 1, 2026.

6 (j) For any customer with a distributed energy system:

7 (1) The customer shall own and maintain any necessary export-
8 limiting device;

9 (2) protections shall be in place to restrict the export-limiting device
10 settings to qualified persons;

11 (3) the utility shall have the option to require a witness test of the
12 export-limiting device's functions or settings prior to granting permission
13 to operate and at any time while the distributed energy system is
14 connected to the utility's system;

15 (4) the export capacity of the system shall not be increased without
16 prior approval of the utility;

17 (5) the customer shall allow the utility to perform periodic witness
18 tests of the export-limiting device's functions or settings upon request;

19 (6) if the export-limiting device's functions or settings are incorrect
20 or if the device fails to limit the export of power below the designed export
21 capacity for more than 15 minutes in any single event, the customer shall
22 cease operation of the system until repair or reprogramming of the export-
23 limiting device is completed. For purposes of this subparagraph, the utility
24 may require and conduct a witness test prior to authorizing the customer
25 to resume operation of the system; and

26 (7) the utility shall not restrict the brand or model of the export-
27 limiting device if the device is approved by the manufacturer of a listed
28 distributed energy system or is listed to perform such operations in
29 conjunction with the customer's system.

30 ~~(d)~~(k) (1) (A) For a utility that is subject to the jurisdiction,
31 regulation, supervision and control of the state corporation commission,
32 service under any parallel generation service contract entered into under
33 subsection (a) or (b) shall be subject to either the utility's rules and
34 regulations on file with the state corporation commission, which shall
35 include a standard interconnection process and requirements for such
36 utility's system, or the current federal energy regulatory commission
37 interconnection procedures and regulations.

38 (B) For a utility that is not subject to the jurisdiction, regulation,
39 supervision and control of the state corporation commission, service
40 under any parallel generation service contract shall be subject to the
41 current federal energy regulatory commission interconnection procedures
42 and regulations.

43 ~~(e)~~(2) In any case where the owner of the renewable generator

1 ~~customer and~~ a utility that is subject to the jurisdiction, regulation,
2 supervision and control of the state corporation commission cannot agree
3 to terms and conditions of any contract provided for by this section, the
4 state corporation commission shall establish the terms and conditions for
5 such contract.

6 (l) A utility shall not impose any additional fees, charges or
7 requirements for the provision of parallel generation service unless
8 expressly authorized pursuant to this section. Nothing in this section shall
9 be construed to:

10 (1) Prohibit a utility from charging a distributed energy customer for
11 the use of the utility's system; and

12 (2) authorize a utility to charge a distributed energy customer for
13 power exported to the utility by such customer.

14 (m) (1) Any customer who has received approval from a utility to
15 construct or operate a distributed energy system pursuant to this section
16 shall notify the utility within 30 calendar days following the date that the
17 construction has been canceled or the system is permanently shut down.
18 Upon receipt of such notice, the utility shall cancel the parallel generation
19 service contract with such customer.

20 (2) If a utility has reason to suspect that a customer's distributed
21 energy system has been abandoned and is no longer producing energy,
22 such utility may request verification from the customer that the system is
23 still functioning, or that the customer has a reasonable plan to reenergize
24 the system. If the customer fails to repair the system or provide a
25 reasonable plan to complete such repairs within six months, the utility
26 shall have the option to cancel the parallel generation service contract
27 with such customer.

28 (3) Upon cancellation of any parallel generation service contract
29 pursuant to this subsection, the utility shall not be obligated to refund any
30 fees previously paid by the customer.

31 (n) (1) A customer shall have the right to repair or rebuild such
32 customer's distributed energy system with listed equipment as long as such
33 repair or rebuilding does not cause an increase in export capacity.

34 (2) If a customer repairs or replaces a distributed energy system, the
35 customer shall notify the utility prior to such repair or replacement and
36 provide proof that the new equipment complies with the same rules,
37 regulations and approved capacity as the original installation. The utility
38 shall have the right to require and conduct a witness test prior to
39 authorizing operation of the system. A customer who repairs or replaces a
40 system pursuant to this paragraph shall not be required to submit a new
41 parallel generation service application to the utility.

42 (3) A customer shall not repair or replace a distributed energy system
43 in a way that increases the export capacity of the system without providing

1 *prior notification to the utility. The utility may require the customer to*
 2 *submit a new parallel generation service application to include the new*
 3 *provisions and requirements relating to such system.*

4 ~~(f)~~(o) (1) The governing body of any school desiring to proceed under
 5 this section shall, prior to taking any action permitted by this section, make
 6 a finding that either:

7 ~~(f)~~(A) Net energy cost savings will accrue to the school from such
 8 renewable generation over a 20-year period; or

9 ~~(g)~~(B) that such renewable generation is a science project being
 10 conducted for educational purposes and that such project may not recoup
 11 the expenses of the project through energy cost savings.

12 (2) Any school proceeding under this section may contract or enter
 13 into a finance, pledge, loan or lease-purchase agreement with the Kansas
 14 development finance authority as a means of financing the cost of such
 15 renewable generation.

16 ~~(g)~~(p) ~~Each kilowatt of nameplate capacity of the parallel generation~~
 17 ~~of electricity provided for in this section shall count as 1.10 kilowatts~~
 18 ~~toward the compliance of the affected utility, as defined in K.S.A. 66-~~
 19 ~~1257, and amendments thereto, and with whom the customer-generator has~~
 20 ~~contracted, with the renewable energy standards act in K.S.A. 66-1256~~
 21 ~~through 66-1262, and amendments thereto. Nothing in this section shall be~~
 22 ~~construed to require any cooperative as defined in K.S.A. 17-4603, and~~
 23 ~~amendments thereto, electric utility owned by one or more such~~
 24 ~~cooperatives, nonstock member-owned electric cooperative corporation~~
 25 ~~incorporated in this state or municipally owned or operated electric utility~~
 26 ~~to opt in to or otherwise participate in any demand response or distributed~~
 27 ~~energy resource aggregation programs.~~

28 ~~(h)~~(q) The provisions of the net metering and easy connection act
 29 shall not preclude the state corporation commission from approving net
 30 metering tariffs upon request of an electric utility for other methods of
 31 renewable generation not prescribed in ~~subsection (b)(1) of~~ K.S.A. 66-
 32 1264(b)(1), and amendments thereto.

33 Sec. 5. K.S.A. 66-1268 is hereby amended to read as follows: 66-
 34 1268. (a) Net metered facilities must meet all applicable safety,
 35 performance, interconnection and reliability standards established by the
 36 national electrical code, the national electrical safety code, the institute of
 37 electrical and electronics engineers, underwriters laboratories, the federal
 38 energy regulatory commission and any local governing authorities. A
 39 utility may require that a customer-generator's system contain a switch,
 40 circuit breaker, fuse or other easily accessible device or feature located in
 41 immediate proximity to the customer-generator's metering equipment that
 42 would allow a utility worker the ability to manually and instantly
 43 disconnect the unit from the utility's electric distribution system.

1 (b) A utility may not require a customer-generator whose net
2 metering facility meets the standards in subsection (a) to comply with
3 additional safety or performance standards or perform or pay for additional
4 tests or purchase additional liability insurance. A utility shall not be liable
5 directly or indirectly for permitting or continuing to allow an attachment of
6 a net metered facility or for the acts or omissions of the customer-
7 generator that cause loss or injury, including death, to any third party.

8 (c) (1) *Any customer-generator who has received approval from a*
9 *utility to construct or operate a net metering facility shall notify the utility*
10 *within 30 calendar days following the date that the construction has been*
11 *canceled or the facility is permanently shut down. Upon receipt of such*
12 *notice, the utility shall cancel the interconnection agreement with such*
13 *customer.*

14 (2) *If a utility has reason to suspect that a customer-generator's*
15 *facility has been abandoned and is no longer producing energy, such*
16 *utility may request verification from the customer-generator that the*
17 *facility is still functioning or that the customer-generator has a reasonable*
18 *plan to reenergize the facility. If the customer-generator fails to repair the*
19 *facility or provide a reasonable plan to complete such repairs within six*
20 *months, the utility shall have the option to cancel the interconnection*
21 *agreement with such customer-generator.*

22 (3) *Upon cancellation of any interconnection agreement pursuant to*
23 *this subsection, the utility shall not be obligated to refund any fees*
24 *previously paid by the customer-generator.*

25 (d) (1) *A customer-generator shall have the right to repair or rebuild*
26 *such customer-generator's net metering facility that is subject to an*
27 *interconnection agreement with listed equipment as long as such repair or*
28 *rebuilding does not cause an increase in export capacity.*

29 (2) *If a customer-generator repairs or replaces a facility, the*
30 *customer shall notify the utility prior to such repair or replacement and*
31 *provide proof that the new equipment complies with the same rules,*
32 *regulations and approved capacity as the original installation. The utility*
33 *shall have the right to require and conduct a witness test prior to*
34 *authorizing operation of the facility. A customer who repairs or replaces a*
35 *facility pursuant to this paragraph shall not be required to submit a new*
36 *net metering interconnection application to the utility.*

37 (3) *A customer-generator shall not repair or replace a facility system*
38 *in a way that increases the export capacity of the system without providing*
39 *prior notification to the utility. The utility may require the customer-*
40 *generator to submit a new net metering interconnection application to*
41 *include the new provisions and requirements relating to such facility.*

42 Sec. 6. K.S.A. 66-1,184 and 66-1268 are hereby repealed.

43 Sec. 7. This act shall take effect and be in force from and after its

- 1 publication in the Kansas register.