



**NET-METERING**

**STANDARD INTERCONNECTION AGREEMENT FOR NET-METERING FACILITIES**

**I. STANDARD INFORMATION**

**Section 1. Customer Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Facility Location (if different from above): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Utility Customer Account Number (from electric bill) to which the Net-Metering Facility is physically attached: \_\_\_\_\_

Type of Facility (circle one)

Customer-owned                  Leased                  Service Agreement

**Section 2. Owner Information (if different from Customer)**

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Fax: \_\_\_\_\_

**Section 3. Generation Facility Information**

System Type: Solar   Wind   Hydro   Geothermal   Biomass   Fuel Cell   Micro Turbine  
Energy Storage Device (circle all that apply)

Generator Rating (kW): \_\_\_\_\_ DC

Inverter Rating (kW): \_\_\_\_\_ AC

Describe Location of Accessible and Lockable Disconnect: \_\_\_\_\_

Inverter Manufacturer: \_\_\_\_\_ Inverter Model: \_\_\_\_\_

Inverter Location: \_\_\_\_\_ Inverter Power Rating: \_\_\_\_\_

Expected Capacity Factor: \_\_\_\_\_

Expected annual production of electrical energy (kWh) calculated using industry recognized simulation model (PVWatts, etc.): \_\_\_\_\_

**NET-METERING**

**Section 4. Installation Information**

Attach a detailed electrical diagram of the Net-Metering Facility.

Installed by: \_\_\_\_\_

Qualifications/Credentials: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Installation Date: \_\_\_\_\_

**Section 5. Certification**

The system has been installed in compliance with national electric codes, including the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the National Electrical Safety Code (NESC), and Underwriters Laboratories (UL) and (if applicable) the local Building/Electrical Code of

\_\_\_\_\_ (City/County)

Signed (Inspector): \_\_\_\_\_ Date: \_\_\_\_\_

(In lieu of signature of inspector, a copy of the final inspection certificate may be attached.)

The system has been installed to my satisfaction and I have been given system warranty information and an operation manual, and have been instructed in the operation of the system.

Signed (Net-Metering Customer): \_\_\_\_\_ Date: \_\_\_\_\_

Signed (Owner if different from Customer): \_\_\_\_\_ Date: \_\_\_\_\_

**Section 6. Utility Verification and Approval**

Facility Interconnection Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Metering Facility Verification by: \_\_\_\_\_ Verification Date: \_\_\_\_\_

Utility's e-mail address: \_\_\_\_\_

## NET-METERING

### II. INTERCONNECTION AGREEMENT TERMS AND CONDITIONS

This Interconnection Agreement for Net-Metering Facilities ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ ("Electric Utility") and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ (specify whether corporation or other) and \_\_\_\_\_ ("Owner"), a \_\_\_\_\_ (specify whether corporation or other), each hereinafter sometimes referred to individually as "Party" or collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

#### **Section 1. The Net-Metering Facility**

The Net-Metering Facility meets the requirements of Ark. Code Ann. § 23-18-603(10) and the Arkansas Public Service Commission's *Net-Metering Rules*.

#### **Section 2. Governing Provisions**

The Parties shall be subject to the applicable provisions of Ark. Code Ann. § 23-18-601, *et seq.* and the terms and conditions set forth in this Agreement, the Commission's *Net-Metering Rules*, the Commission's *General Service Rules*, and the Electric Utility's applicable tariffs.

#### **Section 3. Interruption or Reduction of Deliveries**

The Electric Utility shall not be obligated to accept and may require Customer to interrupt or reduce deliveries when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices. Whenever possible, the Utility shall give the Customer 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 Utility reasonably determines that either the facility may endanger the Electric Utility's personnel or other persons or property, or the continued operation of the Customer's facility may endanger the integrity or safety of the Utility's electric system, the Electric Utility shall have the right to disconnect and lock out the Customer's facility from the Electric Utility's electric system. The Customer's facility shall remain disconnected until such time as the Electric Utility is reasonably satisfied that the conditions referenced in this Section have been corrected.

#### **Section 4. Interconnection**

Customer shall deliver the as-available energy to the Electric Utility at the Electric Utility's meter.

Electric Utility shall furnish and install a standard kilowatt hour meter for Legacy-Transitional Net-Metering Customers or a single standard two-channel digital hour meter for Non-Legacy Net-Metering Customers. Customer shall provide and install a meter socket for the Electric Utility's meter and any related interconnection equipment per the Electric Utility's technical requirements, including safety and performance standards.

The Net-Metering Customer and Owner of the Net Metering Facility, if different, shall submit a Standard Interconnection Agreement to the Electric Utility at least thirty (30) days prior to the date the customer intends to interconnect the Net-Metering Facilities to the utility's facilities. Part I, Standard Information, Sections 1 through 5 of the Standard Interconnection Agreement must be completed by the Net-Metering Customer and Owner (if different from Customer), for the notification to be valid. The customer shall have all equipment necessary to complete the interconnection prior to such notification. If mailed, the date of notification shall be the third day following the mailing of the Standard Interconnection Agreement. The Electric Utility shall provide a copy of the Standard Interconnection Agreement to the customer upon request.

Following submission of the Standard Interconnection Agreement by the customer, the utility shall review the plans of the facility and provide the results of its review to the customer, in writing, within 30 calendar days. Any items that would prevent Parallel Operation due to violation of applicable safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.

If the Electric Utility's existing facilities are not adequate to interconnect with the Net-Metering Facility, the Customer shall pay the cost of additional or reconfigured facilities prior to the installation or reconfiguration of the facilities.

To prevent a Net-Metering Facility from back-feeding a de-energized line, the customer shall install a manual disconnect switch with lockout capability that is accessible to utility personnel at all hours.

Customer, at customer's expense, shall meet all safety and performance standards established by local and national electrical codes including the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the National Electrical Safety Code (NESC), and Underwriters Laboratories (UL).

Customer, at customer's expense, shall meet all safety and performance standards adopted by the utility and filed with and approved by the Commission that are necessary to assure safe and reliable operation of the Net Metering Facility to the utility's system.

Customer shall not commence Parallel Operation of the Net-Metering Facility until the Net Metering Facility has been inspected and approved by the Electric Utility. Such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Electric Utility's approval to operate the Customer's Net-Metering Facility in parallel with the Utility's electrical system should not be construed as an endorsement, confirmation, warranty, guarantee, or representation concerning the safety, operating characteristics, durability, or reliability of the Customer's Net-Metering Facility.

#### **Section 5. Modifications or Changes to the Net-Metering Facility Described in Part 1, Section 2**

Prior to being made, the Customer shall notify the Electric Utility of, and the Electric Utility shall evaluate, any modifications or changes to the Net-Metering Facility described in Part 1, Standard Information, Section 2 of the Standard Interconnection Agreement for Net-Metering Facilities in compliance with the Commission's Net-Metering Rules and the Electric Utility's tariffs.

If the Customer makes such modification without the Electric Utility's prior written authorization and the execution of a new Standard Interconnection Agreement, the Electric Utility shall have the right to suspend Net-Metering service pursuant to the procedures in Section 6 of the Commission's General Service Rules.

A Net-Metering Facility shall not be modified or changed to generate electrical energy in excess of the amount necessary to offset all of the Net-Metering Customer requirements for electricity.

#### **Section 6. Maintenance and Permits**

The customer shall obtain any governmental authorizations and permits required for the construction and operation of the Net-Metering Facility and interconnection facilities. The Customer shall maintain the Net-Metering Facility and interconnection facilities in a safe and reliable manner and in conformance with all applicable laws and regulations.

#### **Section 7. Access to Premises**

The Electric Utility may enter the Customer's premises to inspect the Customer's protective devices and read or test the meter. The Electric Utility may disconnect the interconnection facilities without notice if the Electric Utility reasonably believes a hazardous condition exists and such immediate action is necessary to protect persons, or the Electric Utility's facilities, or property of others from damage or interference caused by the Customer's facilities, or lack of properly operating protective devices.

#### **Section 8. Indemnity and Liability**

The following is Applicable to Agreements between the Electric Utility and to all Customers and Owners except the State of Arkansas and any entities thereof, local governments and federal agencies:

Each Party shall indemnify the other Party, its directors, officers, agents, and employees against all loss, damages, expense and liability to third persons for injury to or death of persons or injury to property caused by the indemnifying party's engineering, design, construction, ownership, maintenance or operations of, or the making of replacements, additions or betterment to, or by failure of, any of such Party's works or facilities used in connection with this Agreement by reason of omission or negligence, whether active or passive. The indemnifying Party shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying Party shall pay all costs that may be incurred by the other Party in enforcing this indemnity. It is the intent of the Parties hereto that, where negligence is determined to be contributory, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party's negligence. Nothing in this paragraph shall be applicable to the Parties in any agreement entered into with the State of Arkansas or any entities thereof, or with local governmental entities or federal agencies. Furthermore, nothing in this Agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entities thereof. The Arkansas State Claims Commission has exclusive jurisdiction over claims against the state.

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to or any liability to any person not a Party to this Agreement. Neither the Electric Utility, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other liability of any nature or kind, arising out of the engineering, design, construction, ownership, maintenance or operation of, or the making of replacements, additions or betterment to, or by failure of, the Customer's facilities by the Customer or any other person or entity.

**Section 9. Notices**

The Net-Metering Customer shall notify the Electric Utility of any changes in the information provided herein.

All written notices shall be directed as follows:

Attention:

Ms. Kecia Wolf, President/CEO  
Southwest Arkansas Electric Cooperative Corporation  
2904 East 9<sup>th</sup> Street  
Texarkana, AR 71854

Attention:

[Customer]

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Email: \_\_\_\_\_

Customer notices to Electric Utility shall refer to the Customer's electric service account number set forth in Section 1 of this Agreement.

**Section 10. Term of Agreement**

The term of this Agreement shall be the same as the term of the otherwise applicable standard rate schedule. This Agreement shall remain in effect until modified or terminated in accordance with its terms or applicable regulations or laws.

**Section 11. 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. The Customer and/or Owner notify the Electric Utility if this Agreement is assigned to a new Net-Metering Customer pursuant to Rule 2.06(F).

**Section 12. Net-Metering Customer and Owner Certification**

I hereby certify that all of the information provided in this Agreement is true and correct, to the best of my knowledge, and that I have read and understand the Terms and Conditions of this Agreement.

Signature (Customer): \_\_\_\_\_ Date: \_\_\_\_\_

Signature (Owner if different from Customer): \_\_\_\_\_ Date: \_\_\_\_\_

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Customer:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

E-mail Address:

\_\_\_\_\_

Third-Party Owner (if applicable): \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

Electric Utility:

Southwest Arkansas Electric Cooperative Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address:

2904 E. 9<sup>th</sup> Street

Texarkana, AR 71854

E-mail Address:

\_\_\_\_\_

**STANDARD INTERCONNECTION AGREEMENT FOR NET-METERING FACILITIES**

**Disclaimer**

**POSSIBLE FUTURE RULES OR RATE CHANGES, OR BOTH  
AFFECTING YOUR NET-METERING FACILITY**

The following is a supplement to the Interconnection Agreement you signed with Southwest Arkansas Electric Cooperative Corporation (SWAECC).

1. Electricity rates, basic charges, and service fees, set by SWAECC and approved by the Arkansas Public Service Commission (Commission), are subject to change.
2. I understand that I will be responsible for paying any future increases to my electricity rates, basic charges, or service fees from SWAECC.
3. My Net-Metering System is subject to the current rates of SWAECC, and the rules and regulations of the Commission. SWAECC may change its rates in the future with approval of the Commission or the Commission may alter its rules and regulations, or both may happen. If either or both occurs, my system will be subject to those changes.

By signing below, you acknowledge that you have read and understand the above disclaimer.

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Name (printed)

---

Signature (Customer)

---

Date



## FACILITIES AGREEMENT

This Facilities Agreement (the "Agreement") is entered into on the last date of a signature below (the "Effective Date") by and between Southwest Arkansas Electric Cooperative Corporation, a Cooperative organized and existing under the laws of the state of Arkansas ("Electric Utility"), and \_\_\_\_\_ ("Net-Metering Customer").

WHEREAS, Net-Metering Customer desires to erect a Net-Metering Facility to be interconnected to Electric Utility's system at or about the following location/coordinates in \_\_\_\_\_ County, Arkansas: \_\_\_\_\_; and

WHEREAS, at Net-Metering Customer's request, the Electric Utility has caused a Facilities Study to be conducted with respect to Net-Metering Customer's Net-Metering Facility for the purpose outlined in Rule 3.04A of the Net-Metering Rules of the Arkansas Public Service Commission; and [NMR 3.04A]

WHEREAS, the Facilities Study specifies and estimates in good faith that the cost of the equipment, engineering, procurement, construction work (including protection), and any additional requirements needed to implement system upgrades and interconnection facilities necessary to safely interconnect Net-Metering Customer's Net-Metering Facility to the Cooperative's system is \$ \_\_\_\_\_ per the attached ("Costs") and that the approximate time required to build and install the needed modifications is \_\_\_\_\_ weeks/months/years. [NMR 1.01(k); 3.04B]

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Capitalized terms herein shall have the same meaning as may be found in the Net-Metering Rules of the Arkansas Public Service Commission. This Agreement is

void and of no effect unless both parties sign it, unaltered, within 30 days of one another. Each party agrees to deliver their signed version of this Agreement to the other party within 24 hours of its signing.

2. Net-Metering Customer elects to proceed with interconnection of the Net-Metering Facility. [NMR 3.04E]

3. Within 10 days of the Effective Date above, Net-Metering Customer agrees to execute all documents required by Electric Utility to establish an account in its name if no such account presently exists. [NMR 2.06A2]

4. Net-Metering Customer's appropriate portion of the Costs is \$ \_\_\_\_\_ which Net-Metering Customer agrees to remit to Electric Utility within 14 business days of the Effective Date above. [NMR 1.01(j); 2.03C; 3.04F]

SUBMITTED AND SO AGREED:

SUBMITTED AND SO AGREED:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name & title of signer)

\_\_\_\_\_  
(printed name & title of signer)

\_\_\_\_\_  
(printed date of signature)

\_\_\_\_\_  
(printed date of signature)

\_\_\_\_\_  
(Cooperative)

\_\_\_\_\_  
(Net-Metering Customer)