Woodruff Electric Cooperative Corporation
P.O. Box 1619
Forrest City, AR 72336-1619

POLICY 6-21 Revised (3)
INTERCONNECTION OF DISTRIBUTED RESOURCES (IDR) POLICY

I. OBJECTIVE

To establish an IDR policy consistent with that required by 7 CFR § 1730, Subpart C and to better ensure that any Distributed Resources facility commonly coupled or interconnected to the Cooperative's electric power system will cause no significant degradation of the safety, power quality, or reliability on the Cooperative's electric power system or other electric power systems interconnected to the Cooperative's electric power system. 7 CFR § 1730.61.

This policy only applies to Distributed Resources facilities. This policy does not apply to sources of electric power that are not connected to the Cooperative's electric power system through a point of common coupling (ex. Stand Alone Generators).

II. TERM OF POLICY

This policy will remain in effect so long as the Cooperative (i) has any outstanding loan made or guaranteed by RUS for rural electrification or (ii) is seeking such financing. 7 CFR § 1730.60. The board will reconsider and update this policy at least every five years or more frequently as circumstances warrant. 7 CFR § 1730.63.

III. DEFINITIONS FOR POLICY

"Distributed Resources" means sources of electric power that are (i) not directly connected to a bulk power transmission system, (ii) having an installed capacity of not more than 10 MVA (10,000 kw), and (iii) connected to the Cooperative's electric power system through a point of common coupling. Distributed resources include both generators and energy storage technologies. 7 CFR § 1730.62.

IV. POLICY PROVISIONS

A. In addition to satisfying any requirements of them under any applicable federal or state law, all members of the Cooperative in good standing not a public utility (an "Eligible Member") are eligible to apply to the Cooperative for interconnection or common coupling of a proposed Distributed Resources facility, to be owned or leased by the member, under the terms of what is required under this policy. The Cooperative, in its sole discretion, will determine if an Eligible Member's proposed Distributed Resources facility is eligible for initial and continued common interconnection or common coupling with the Cooperative's electric power system under the law and this policy. 7 CFR § 1730.63.

B. In addition to satisfying any requirements of them under any applicable federal or state law and this policy, a Distributed Resources facility of an Eligible Member must at all times satisfy the requirements of the following standards of the Institute of Electrical and Electronic Engineers (IEEE), both of which are incorporated into this policy and available at the Cooperative's office:

IEEE 1547 Standard for Interconnecting Distributed Resources with Electric Power Systems, approved June 12, 2003; and

IEEE 1547.1 Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems, approved June 9, 2005.

C. Distributed Resources of an Eligible Member must at all times have current edition of National Electrical Code (NEC) compliant electric power system disconnect facilities capable of being (i) locked by the Cooperative, (ii) visible when open, and (iii) readily accessible to and operable by Cooperative personnel. 7 CFR § 1730.63.

D. Distributed Resources of an Eligible Member must at all times be accessible to the Cooperative during normal business hours and all emergency situations. 7 CFR § 1730.63.

E. The Eligible Member is the one accountable to the Cooperative for abiding by the terms of this policy. 7 CFR § 1730.62. An Eligible Member's failure to satisfy the requirements of any applicable federal, state or local law or of this policy and obligations imposed by its attached forms authorizes the Cooperative to disconnect or de-couple the Distributed Resources from the Cooperative's electric power system. An Eligible Member assumes the following risks and responsibilities:

1. To purchase and maintain in the Eligible Member's name a commercial general liability insurance policy (under Insurance Services Office, Inc. (ISO) form CG 00 01 04 13) under a 12 month term with a limit of not less than $1,000,000 per occurrence with a $2,000,000 aggregate limit (per location for each location of the Eligible Member's Distributed Resources facility) with:

(i) the Cooperative named in the policy as an Additional Insured for premises liability and product/completed operations liability (under ISO forms CG 20 10 04 13 or CG 20 10 12 19 or their substantive equivalents and CG 20 37 04 13 or CG 20 37 12 19 or their substantive equivalents);
(ii) a primary, non-contributory basis endorsement (under ISO form CG 20 01 12 19 or CG 20 01 04 13 or their substantive equivalents);
(iii) a waiver of subrogation endorsement (under ISO form CG 24 04 12 19 or CV 24 04 05 09 or their substantive equivalents); and

(iv) no other limitations or exclusions of coverage endorsements that diminish coverage for the Cooperative.

Said insurance policy must be written by an insurance company authorized to conduct business in Arkansas with an A.M. Best Rating of not less than A- VIII and, if applicable, include umbrella or excess liability insurance following the form of the underlying commercial general liability policy with the below required limits based on the aggregated sizes of all of the Eligible Member's Distributed Resource facilities located in the Cooperative's service area:

Completed Capacity Size of Distributed Resource(s)	Umbrella or Excess Liability Coverage Amount
Above 75 kw up to and including 500 kw	$4,000,000.00
Above 500 kw up to and including 1,000 kw	$9,000,000.00
Above 1,000 kw up to and including 1,500 kw	$14,000,000.00
Above 1,500 kw up to and including 2,000 kw	$19,000,000.00
Above 2,000 kw	$24,000,000.00

An Eligible Member shall furnish to the Cooperative proof of the above insurance, as well as a copy of the liability insurance policy and declarations page, at the time the Eligible Member demonstrates to the Cooperative that the Distributed Resources facility is first ready for interconnection, and again during January of each calendar year if any Distributed Resources facility has been commonly coupled or interconnected to the Cooperative's electric power system during any part of the prior calendar year. No changes are to be made to an Eligible Member's issued insurance policy without the Cooperative's consent.

If a change in the capacity size of the Distributed Resources facility or aggregated Distributed Resources facilities of the Eligible Member occurs during a calendar year such that the minimum amount of insurance coverage above is changed, an Eligible Member will provide to the Cooperative proof of the new insurance obtained, as well as a copy of the new liability insurance policy, within 30 days of the effective date of the change in capacity. 7 CFR § 1730.63.

2. For each Distributed Resources facility for which an Eligible Member applies and seeks to be interconnected or commonly coupled to the Cooperative's electric power system, the Eligible Member will be responsible for the facility's compliance with all national, state, local government requirements and electric utility standards for the safety

of the public and personnel responsible for operations, maintenance, and repair of the Cooperative's electric power system. 7 CFR § 1730.63.

3. For each Distributed Resources facility for which an Eligible Member applies and seeks to be interconnected or commonly coupled to the Cooperative's electric power system, the Eligible Member will be responsible for its safe and effective operation and maintenance. 7 CFR § 1730.63.

4. For each Distributed Resources facility for which an Eligible Member applies and seeks to be interconnected or commonly coupled to the Cooperative's electric power system, the Eligible Member has the responsibility to demonstrate to the Cooperative's satisfaction that the facility will be capably developed, constructed and operated, maintained and repaired. 7 CFR § 1730.63.

F. All fee and cost schedules and procedures associated with this policy, and all forms required to be executed and complied with by the Eligible Member as a condition to initial and continued interconnection of a Distributed Resources facility to the Cooperative's electric power system, are attached hereto. 7 CFR § 1730.63.

G. This policy shall be available on the Cooperative's website. 7 CFR § 1730.63.

V. RESPONSIBILITY AND AUTHORITY:

A. The Board of Directors shall have sole authority to modify and revise this policy.
B. The President/CEO shall have the responsibility and authority to see that the requirements of this policy are carried out.

This policy shall replace and supersede all previous approved Board Policies pertaining to Interconnection of Distributed Resources (IDR) Policies.

This policy was duly adopted on the 25th day of May 2021.

Date Adopted: 05/25/2021
Revised (1) 10/26/2021
Revised (2) 03/22/2022
Revised (3) 06/28/2022

SECRETARY 6-28-22 DATE

(Corporate Seal)

Policy Attachments:

Application and Acknowledgement form

[OPTIONAL Solar Panel Worksheet]

Cooperative's Application Process

Fee and Cost Schedule

Preliminary Interconnection Site Review form

Standard Interconnection Agreement form

Arkansas Public Service Commission Approved Rate Schedule No. 42

COOPERATIVE'S
INTERCONNECTION OF DISTRIBUTED RESOURCES (IDR)
APPLICATION AND ACKNOWLEDGEMENT FORM

I, _____ on behalf of myself or as an authorized agent of and on behalf of _____, Cooperative Member Number _____ ("Applicant") make application for the following proposed interconnected Distributed Resources facility that will be (check one)

_____ owned by the Applicant _____ leased by the Applicant*.

1. Applicant's proposed interconnected Distributed Resources facility will have an installed capacity of _____kW and the following source(s) for electric power (check all applicable):

____ Solar ____ Wind ____ Hydroelectric
____ Geothermal ____ Biomass ____ Fuel-fed generator
____ Energy storage devices (ex. Battery, Pump Storage, Flywheel)
____ Other (describe: _____)

2. Applicant's proposed interconnected Distributed Resources facility's estimated dates are as follows:

Estimated Installation Date: _____ Estimated In-Service Date: _____

3. Applicant's proposed interconnected Distributed Resources facility will be on the following land _____ (describe by specific latitude and longitude coordinates) that Applicant (check one):

_____ owns in own name _____ leases from a third party ***.

4. Applicant's proposed interconnected Distributed Resources facility will be constructed as follows (check one):

_____ As an attachment to an existing or to-be-built residential structure ("residential structure" is defined as a one- or two-family dwelling or townhouse)
____ As an attachment to an existing or to-be-built non-residential structure
____ As a stand-alone unit or structure ("structure" is defined as "that which is built or constructed")
_____ Other (describe: _____)

Applicant acknowledges that:

1. Applicant has either received a copy of or been free to view the Cooperative's IDR Policy, including all of its attachments, on the Cooperative's webpage;

2. Applicant is a member in good standing of the Cooperative and not a public utility;

3. Applicant must execute a separate version of this Application and Acknowledgement Form and tender payment of the required application fee and any required non-refundable deposit for each different interconnected Distributed Resources facility (whether difference is by ownership or leased status, location, energy source, or installed capacity) that Applicant is considering and in order to commence the application process with respect to any and each interconnected Distributed Resources facility;

4. Applicant will at all times fully comply with the Cooperative's IDR Policy and all applicable state and federal rules and requirements, and timely pay any fees, deposits, charges called for thereunder;

5. Regardless of where it is constructed, if its proposed interconnected Distributed Resources facility is constructed as either a stand-alone unit or structure <u>or</u> as an attachment to a non-residential structure, Applicant will provide the Cooperative with a color copy of its Permit (*see* Arkansas Fire Prevention Code, Vol. II, section 105) at the time the Eligible Member demonstrates to the Cooperative that the Distributed Resources facility is first ready for interconnection, in aid of satisfying Applicant's burden and responsibility to demonstrate that the facility has been capably developed and constructed, of which the Cooperative is the sole judge;

6. If its proposed interconnected Distributed Resources facility is constructed in a town, city, or county with a Building Official (as defined in the Arkansas Fire Prevention Code), Applicant will provide the Cooperative with a color copy of its Permit (*see* Arkansas Fire Prevention Code, Vol. II, section 105; Vol. III, section R105) and a color copy of its Certificate of Occupancy (*see* Arkansas Fire Prevention Code, Vol. II, section 111; Vol. III, section R110) at the time the Eligible Member demonstrates to the Cooperative that the Distributed Resources facility is first ready for interconnection, in aid of satisfying Applicant's burden and responsibility to demonstrate that the facility has been capably developed and constructed, of which the Cooperative is the sole judge;

7. If Applicant intends to lease the interconnected Distributed Resources facility from a third party, Applicant has attached hereto the lease* that will be or has been signed for the interconnected Distributed Resources facility, in aid of satisfying Applicant's burden and responsibility to demonstrate that the facility will be capably developed, constructed and operated, maintained and repaired, of which the Cooperative is the sole judge;

8. If Applicant owns the land on which the interconnected Distributed Resources facility is constructed, Applicant has attached hereto a copy of a current year property card for the land from the County Assessor's office confirming that the land is owned by Applicant,

in aid of satisfying Applicant's burden and responsibility to demonstrate that the facility will be capably developed, constructed and operated, maintained and repaired, of which the Cooperative is the sole judge;

9. *** If Applicant leases the land on which the interconnected Distributed Resources facility is constructed, Applicant has attached hereto a copy of the lease granting Applicant legal rights to use the land for installation and operation of an interconnected Distributed Resources facility, in aid of satisfying Applicant's burden and responsibility to demonstrate that the facility will be capably developed, constructed and operated, maintained and repaired, of which the Cooperative is the sole judge. Applicant agrees that any Standard Interconnection Agreement that Applicant signs with the Cooperative will terminate on the same date as the lease termination date described in the attached lease;

10. Applicant's email for purposes of receiving communications from the Cooperative is _____; and

11. Applicant will not assign or attempt to assign any Standard Interconnection Agreement that Applicant signs with the Cooperative without first securing the Cooperative's written consent which Applicant acknowledges may be withheld by the Cooperative.

SIGNATURE

If Applicant is an Individual, please sign here _____ and print your name and date here _____ date _____.

If Applicant is not an Individual, please sign here _____ and print your name and date here _____ date _____ and print your title or basis of legal authority to sign on behalf of the Applicant here _____.

* Specific dollar figures within this lease may be blacked out because they are not needed for purposes of the Cooperative's review.

*** Specific dollar figures within this lease may be blacked out because they are not needed for purposes of the Cooperative's review.

COOPERATIVE'S
APPLICATION PROCESS

Step One	Member contacts Cooperative and receives Cooperative's IDR Policy or views/downloads it from Cooperative's webpage.
Step Two	Member submits a completed and signed Application and Acknowledgement Form and tenders its required attachment(s) and application fee to Cooperative.
Step Three	Cooperative reviews completed and signed Application and Acknowledgement form and its attachments to confirm Applicant's qualification and for completeness and follows up with Applicant regarding any deficiencies.
Step Four	Member submits a completed and signed Preliminary Interconnection Site Review Request (PISRR) form, if desired. Submission of a PISRR is strongly recommended and may help a Member minimize or avoid future expense and compliance issues.
Step Five	Cooperative reviews completed and signed PISRR for completeness and follows up with Applicant regarding any deficiencies.
Step Six	Cooperative invoices Member for Preliminary Interconnection Site Review Costs.
Step Seven	Member pays Cooperative's invoice for Preliminary Interconnection Site Review Costs.
Step Eight	Cooperative communicates with Member in writing regarding the results of its interconnection site review or if additional site screening may be required prior to interconnection of the facility.
Step Nine	Member submits a completed and signed Standard Interconnection Agreement (if net metering is sought under state law), color copies of permits (if applicable), proof of insurance, and insurance policies and tenders non-refundable deposit to Cooperative.
Step Ten	Cooperative reviews completed and signed Standard Interconnection Agreement (if applicable), color copies of permits (if applicable), proof of insurance, insurance policies, and tender of non-refundable deposit for completeness and follows up with Applicant regarding any deficiencies.
Step Eleven	Cooperative invoices Member for any Additional or Reconfigured Facilities Costs.
Step Twelve	Member pays Cooperative's invoice for any Additional or Reconfigured Facilities Costs.
Step Thirteen	Cooperative installs any additional or reconfigured facilities necessary for interconnection of the Member's Distributed Resources facility to the Cooperative's electric power system, inspects Member's interconnected Distributed Resources facility for compliance with the Standard Interconnection Agreement (if applicable) and the Cooperative's IDR Policy, and communicates to Member any deficiencies. If compliance is confirmed, the Cooperative executes the Standard Interconnection Agreement submitted by Member (if applicable), returns a copy to Member, and commences interconnection between Member's Distributed Resources facility and the Cooperative's electric power system.

COOPERATIVE'S
FEE AND COST SCHEDULE

Application Fee	$500.00	Due and payable by Applicant at time of submission of Applicant's completed and signed Application and Acknowledgement form. 7 CFR § 1730.63(a).
Preliminary Interconnection Site Review Costs	Unknown amount to be documented by Cooperative to Applicant of its actual costs of conducting the preliminary interconnection site review and any subsequent costs associated with site screening that may be required	Due and payable by Applicant upon receipt of invoice prepared by Cooperative after its receipt of Applicant's completed and signed Preliminary Interconnection Site Review Request. NMR Rule 3.03; 7 CFR § 1730.63(a).
Non-refundable Deposit	$10.00 for each Kw of Applicant's Distributed Resources facility Described in Applicant's Signed Standard Interconnection Agreement	Due and payable by Applicant at time of submission of Applicant's completed and signed Standard Interconnection Agreement. 7 CFR § 1730.63(a).
Additional or Reconfigured Facilities Costs	Unknown amount to be documented by Cooperative to Applicant following facilities study	Due and payable by Applicant upon receipt of invoice prepared by Cooperative typically after its receipt of Applicant's completed and signed Standard Interconnection Agreement. NMR 3.01.G.; 7 CFR § 1730.63(a).
Safety and Performance Standards Compliance Costs	Unknown amount	Due and payable by Applicant. NMR Rule 3.01.E. and F.; 7 CFR § 1730.63(a) and (c)(2).

APPENDIX A1

PRELIMINARY INTERCONNECTION SITE REVIEW REQUEST

I. STANDARD INFORMATION

Section 1. Customer Information

Name:_____
Contact Person:_____
Mailing Address:_____
City:_____State:_____Zip Code: _____
Facility Location (if different from above):_____
Daytime Phone:_____Evening Phone: _____
E-Mail Address:_____Fax:_____ If the requested point of interconnection is the same as an existing electric service, provide the electric service account number:_____
Additional Customer Accounts (from electric bill) to be credited with Net Excess Generation:_____
Annual Energy Requirements (kWh) in the previous twelve (12) months for the account physically attached to the Net-Metering Facility and for any additional accounts listed (in the absence of historical data reasonable estimates for the class and character of service may be made):_____
Type of Facility (circle one)
Customer-owned _____ Leased _____ Service Agreement_____

Section 2. Owner Information (if different from customer information)

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
Capacity Factor: _____
Expected annual production of electrical energy (kWh) of the facility calculated using industry recognized simulation model (PVWatts, etc):_____

Section 4. Interconnection Information

Attach a detailed electrical diagram showing the configuration of all generating facility equipment, including protection and control schemes.

Requested Point of Interconnection:_____

Customer-Site Load (kW) at Net-Metering Facility location (if none, so state):

_____

Interconnection Request: Single Phase:_____Three Phase:_____

A1-2

Section 5. Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Preliminary Interconnection Site Review is true and correct.

Net-Metering Customer Signature:_____Date: _____

Owner Signature (if different from Customer):_____Date: _____

II. TERMS AND CONDITIONS

Section 1. Requirements for Request

For the purpose of requesting that the Electric Utility conduct a preliminary interconnection site review for a proposed Net-Metering Facility pursuant to the requirement of Rule 2.06.B.4, or as otherwise requested by the customer, the customer shall notify the Electric Utility by submitting a completed Preliminary Interconnection Site Review Request. The customer shall submit a separate Preliminary Interconnection Site Review Request for each point of interconnection if information about multiple points of interconnection is requested. Part 1, Standard Information, Sections 1 through 4 of the Preliminary Interconnection Site Review Request must be completed for the notification to be valid. If mailed, the date of notification shall be the third day following the mailing of the Preliminary Interconnection Site Review Request. The Electric Utility shall provide a copy of the Preliminary Interconnection Site Review Request to the customer upon request.

Section 2. Utility Review

Following submission of the Preliminary Interconnection Site Review Request by the customer the Electric Utility shall review the plans of the facility interconnection and provide the results of its review to the customer, in writing, within 30 calendar days. If the customer requests that multiple interconnection site reviews be conducted the Electric Utility shall make reasonable efforts to provide the customer with the results of the review within 30 calendar days. If the Electric Utility cannot meet the deadline it will provide the customer with an estimated date by which it will complete the review. Any items that would prevent Parallel Operation due to violation of safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.

The preliminary interconnection site review is non-binding and need only include existing data and does not require the Electric Utility to conduct a study or other analysis of the proposed interconnection site in the event that data is not readily available. The Electric Utility shall notify the customer if additional site screening may be required prior to interconnection of the facility. The customer shall be responsible for the actual costs for conducting the preliminary interconnection site review and any subsequent costs associated with site screening that may be required.

Section 3. Application to Exceed 1,000 kW Net-Metering Facility Size Limit

This Preliminary Interconnection Site Review Request and the results of the Electric Utility's review of the facility interconnection shall be filed with the Commission with the customer's application to exceed the 1,000 kW facility size limit pursuant to Net Metering Rule 2.06.B.4.

Section 4. Standard Interconnection Agreement

The preliminary interconnection site review does not relieve the customer of the requirement to execute a Standard Interconnection Agreement prior to interconnection of the facility.

APPENDIX A

STANDARD INTERCONNECTION AGREEMENT FOR NET-METERING FACILITIES

I. STANDARD INFORMATION

Section 1. Customer Information

Name:_____

Mailing Address:_____

City:_____State:_____Zip Code: _____

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

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.): _____

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 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. E-mail Addresses for parties

Customer's e-mail address: _____

Owner's email address (if different from Customer): _____

Utility's e-mail address:_____

(To be provided by utility.)

Section 7. Utility Verification and Approval

Facility Interconnection Approved:_____Date: _____

Metering Facility Verification by:_____Verification Date: _____

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(8) and the Arkansas Public Service Commission's *Net-Metering Rules*.

Section 2. Governing Provisions
The Parties shall be subject to the provisions of Ark. Code Ann. § 23-18-604 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. 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 customer 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 6 of the Standard Interconnection Agreement must be completed 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 Customer 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. This requirement for a manual disconnect switch will be waived if the following three conditions are met: 1) The inverter equipment must be designed to shut down or disconnect and cannot be manually overridden by the customer upon loss of utility service; 2) The inverter must be warranted by the manufacturer to shut down or disconnect upon loss of utility service; and 3) The inverter must be properly installed and operated, and inspected and/or tested by utility personnel.

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. The notice provided by the Customer shall provide detailed information describing the modifications or changes to the Utility in writing, including a revised Standard Interconnection Agreement for Net-Metering Facilities that clearly identifies the changes to be made. The Electric Utility shall review the proposed changes to the facility and provide the results of its evaluation to the Customer, in writing, within thirty (30) calendar days of receipt of the Customer's proposal. 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 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:
[Electric Utility Agent or Representative] [Electric
Utility Name and Address]
[Electric Utility Email Address]

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 shall not assign this Agreement or any part hereof without the prior written consent of the Electric Utility, and such unauthorized assignment may result in termination of this Agreement.

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:

_____

Electric Utility:

_____

By:_____

Title:_____

Mailing Address:

_____

_____

E-mail Address:

_____

Third-Party Owner (if applicable):

_____

By:_____

Title:_____

Mailing Address:

_____

_____

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 _____[Electric Utility].

1. Electricity rates, basic charges, and service fees, set by [Electric Utility] 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 [Electric Utility].

3. My Net-Metering System is subject to the current rates of [Electric Utility], and the rules and regulations of the Commission. The [Electric Utility] 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.

_____
Name (printed)

_____
Signature (Customer)

_____
Date