

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 22	PSC File Mark Only
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		

TABLE OF CONTENTS

Tariff Provisions	22
Preliminary Interconnection Site Review Request.....	23
Standard Information	23
Terms and Conditions	23.1
Standard Interconnection Agreement for Net-Metering Facilities	23.3
Standard Information	23.3
Interconnection Agreement Terms and Conditions.....	23.4
Disclaimer	23.12

8. NET-METERING**8.1. DEFINITIONS**

- 8.1.1. Avoided Cost
As defined in A.C.A. 23-18-603(1)
- 8.1.2. Net Metering
As defined in A.C.A. 23-18-603(6)
- 8.1.3. Net Metering Customer
As defined in A.C.A. 23-18-603(7)
- 8.1.4. Net Metering Facility
As defined in A.C.A. 23-18-603(8)

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 22.1	PSC File Mark Only
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		

- 8.1.5. Electric Utility
As defined in A.C.A. 23-18-603(3)
- 8.1.6. Net Excess Generation
As defined in A.C.A. 23-18-603(5)
- 8.1.7. Renewable Energy Credit
As defined in A.C.A. 23-18-603(10)
- 8.1.8. Quantifiable Benefits
As defined in A.C.A. 23-18-603(9)

8.2. AVAILABILITY

- 8.2.1. To any residential or any other customer who takes service under standard rate schedule(s) RG, CB, GP or PT is a Net-Metering Customer as defined and has obtained a signed Standard Interconnection Agreement for Net-Metering Facilities with an Electric Utility. The generating capacity of Net-Metering Facilities may not exceed the greater of: 1) twenty-five kilowatts (25 kW) or 2) one hundred percent (100%) of the Net-Metering Customer's highest monthly usage in the previous twelve (12) months for Residential Use. The generating capacity of Net-Metering Facilities may not exceed one thousand kilowatts (1,000 kW) for non-residential use unless otherwise allowed by the Commission. Net-Metering is intended primarily to offset part or all of the customer's energy use.

The provisions of the customer's standard rate schedule are modified as specified herein.

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 22.2	
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		PSC File Mark Only

8.2.2. Net-Metering Customers taking service under the provisions of this tariff may not simultaneously take service under the provisions of any other alternative source generation or co-generation tariff except as provided in the Net-Metering Rules.

8.3. MONTHLY BILLING

8.3.1. The Electric Utility shall separately meter, bill, and credit each Net-Metering Facility even if one (1) or more Net-Metering Facilities are under common ownership.

8.3.2. On a monthly basis, the Net-Metering Customer shall be billed the charges applicable under the currently effective standard rate schedule and any appropriate rider schedules. Under Net-Metering, only the kilowatt hour (kWh) units of a Net-Metering Customer's bill are netted.

8.3.3. If the kWhs supplied by the Electric Utility exceeds the kWhs generated by the Net-Metering Facility and fed back to the Electric Utility during the Billing Period, the Net-Metering Customer shall be billed for the net billable kWhs supplied by the Electric Utility in accordance with the rates and charges under the Net-Metering Customer's standard rate schedule.

8.3.4. For Net-Metering Customers who receive service under a rate that does not include a demand component, the Electric Utility shall credit a Net-Metering Customer with the amount of any accumulated Net Excess Generation as measured in kilowatt hours or kilowatt hours multiplied by the applicable rate in the next applicable billing period.

8.3.5. Except as provided in Ark. Code Ann. § 23-18-604(b)(9), for Net-Metering Customers who receive service under a rate that includes a demand component, the Electric Utility shall credit the Net-Metering Customer with any accumulated Net Excess Generation in the next applicable billing period and base the bill of the Net-Metering Customer on the net amount of electricity that the Net-Metering Customer has received from or fed back to the Electric Utility during the billing period.

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 22.3	
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		PSC File Mark Only

- 8.3.6. If the kWhs generated by the Net-Metering Facility and fed back to the Electric Utility during the Billing Period exceed the kWhs supplied by the Electric Utility to the Net-Metering Customer during the applicable Billing Period, the Electric Utility shall credit the Net-Metering Customer with any accumulated Net Excess Generation in the next applicable Billing Period.
- 8.3.7. Net Excess Generation shall first be credited to the Net-Metering Customer's meter to which the Net-Metering Facility is physically attached (Generation Meter).
- 8.3.8. After application of 22.2.7 and upon request of the Net-Metering Customer pursuant to 22.2.10, any remaining Net Excess Generation shall be credited to one or more of the Net-Metering Customer's meters (Additional Meters) in the rank order provided by the Net-Metering Customer.
- 8.3.9. Net Excess Generation shall be credited as described in 22.2.7 and 22.2.8 during subsequent Billing Periods; the Net Excess Generation Credits remaining in a Net-Metering Customer's account at the close of a billing cycle shall not expire and shall be carried forward to subsequent billing cycles indefinitely. For Net Excess Generation Credits older than twenty-four (24) months, a Net-Metering Customer may elect to have the Electric Utility purchase the Net Excess Generation Credits in the Net-Metering Customer's account at the Electric Utility's Avoided Cost if the sum to be paid to the Net-Metering Customer is at least one hundred dollars (\$100). An Electric Utility shall purchase at the Electric Utility's Avoided Cost, any Net Excess Generation.

Credits remaining in a Net-Metering Customer's account when the Net-Metering Customer: 1) ceases to be a customer of the Electric Utility; 2) ceases to operate the Net-Metering Facility; or 3) transfers the Net-Metering Facility to another person. When purchasing Net Excess Generation Credits from a Net-Metering Customer, the Electric Utility shall calculate the payment based on its annual

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 22.4	PSC File Mark Only
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		

average avoided energy costs in the applicable Regional Transmission Organization for the current year.

8.3.10. Upon request from a Net-Metering Customer an Electric Utility must apply Net Excess Generation to the Net-Metering Customer's Additional Meters provided that:

- (a) The Net-Metering Customer must give at least 30 days' notice to the Electric Utility.
- (b) The Additional Meter(s) must be identified at the time of the request. Additional Meter(s) shall be under common ownership within a single Electric Utility's service area; shall be used to measure the Net-Metering Customer's requirements for electricity; may be in a different class of service than the Generation Meter; shall be assigned to one, and only one, Generation Meter; shall not be a Generation Meter; and shall not be associated with unmetered service.

However, the common ownership requirement shall not apply if more than two customers that are governmental entities or other entities that are exempt from state and federal income tax defined under 23-18-603(7)(c) co-locate at a site hosting the Net Metering Facility.

- (c) In the event that more than one of the Net-Metering Customer's meters is identified, the Net-Metering Customer must designate the rank order for the Additional Meters to which excess kWhs are to be applied. The Net-Metering Customer cannot designate the rank order more than once during the Annual Billing Cycle.

8.3.11. Any Renewable Energy Credit created as the result of electricity supplied by a Net-Metering Customer is the property of the Net-Metering Customer that generated the Renewable Energy Credit.

8.3.12 Grandfathering shall be governed by A.C.A 23-18-604(b)(10).

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 23	PSC File Mark Only
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<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		

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): _____

Section 2. Generation Facility Information

System Type: Solar Wind Hydro Geothermal Biomass Fuel Cell Micro Turbine (circle one)

Generator Rating (kW): _____ AC or DC (circle one)

Expected Capacity Factor: _____

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

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ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 23.1	PSC File Mark Only
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		

Section 3. 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: _____

Section 4. 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.

Signature: _____ 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 2.05.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.

THIS SPACE FOR PSC USE ONLY

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 23.2	
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		PSC File Mark Only

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 2.05.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.

Original	Sheet No. 23.3	PSC File Mark Only
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u> Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		

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: _____

Section 2. Generation Facility Information

System Type: Solar Wind Hydro Geothermal Biomass Fuel Cell Micro turbine (circle one)
Generator Rating (kW): _____ AC or DC (circle one)
Describe Location of Accessible and Lockable Disconnect (If required): _____
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 3. Installation Information

Attach a detailed electrical diagram of the Net-Metering Facility.
Installed by: _____
Qualifications/Credentials: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____

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ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 23.4	PSC File Mark Only
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		

Daytime Phone: _____ Installation Date: _____

Section 4. 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: _____
_____**Section 5. E-mail Addresses for parties**

Customer's e-mail address: _____

Utility's e-mail address: _____ (To be provided by utility.)

Section 6. Utility Verification and ApprovalFacility 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

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ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 23.5	PSC File Mark Only
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		

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.

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 23.6	
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		PSC File Mark Only

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 4 of the Standard Interconnection Agreement must be completed 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

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 23.7	PSC File Mark Only
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		

must be properly installed and operated, and inspected and/or tested by utility personnel.

Customer, at his own 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 his own 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

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 23.8	PSC File Mark Only
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		

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 except the State of Arkansas and any entities thereof, local governments and federal agencies:

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 23.9	
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		PSC File Mark Only

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:

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 23.10	
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		PSC File Mark Only

Attention:**Electric Utility:**

Vice President of Commercial Operations
The Empire District Electric Company
P. O. Box 127
602 Joplin Street
Joplin, MO 64802

Attention:**Customer:**

Name: _____

Address: _____

City: _____

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 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.

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 23.11	PSC File Mark Only
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		

Section 12. Net-Metering Customer 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: _____ Date: _____

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

Dated this _____ day of _____, 20__.

Customer:

Electric Utility:

By: _____

By: _____

Title: _____

Title: _____

Mailing Address:

Mailing Address:

E-mail Address:

E-mail Address:

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ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No. 23.12	PSC File Mark Only
Replacing:	Sheet No.	
<u>The Empire District Electric Company</u>		
Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: All	
Part III. Rate Schedule No. <u>8</u>		
Title: NET-METERING		

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 The Empire District Electric Company (Empire).

1. Electricity rates, basic charges, and service fees, set by Empire 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 Empire.
3. My Net-Metering System is subject to the current rates of Empire, and the rules and regulations of the Commission. Empire 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

Date

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