

ARKANSAS PUBLIC SERVICE COMMISSION

1st Revised _____ Sheet No. R-7.1

Replacing: Original Sheet No. 21

The Empire District Electric Company d/b/a Liberty-Empire
Name of Company

Kind of Service: Electric Class of Service: All

Part III Rate Schedule No. 7

Title: **NON-LEGACY NET METERING**

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7. NON-LEGACY NET-METERING

7.1. DEFINITIONS

7.1.1 Non-Legacy Net-Metering Customer – A Net-Metering Customer who meets the definition of Non-Legacy Net-Metering Customer as defined in the Net-Metering Rules.

7.1.2 All other terms as defined in A.C.A. 23-18-603.

7.2. AVAILABILITY

7.2.1. Service under the provisions of this tariff is available to any residential or any other customer who takes service under standard rate schedule(s) RG, CB, GP or PT who has obtained a signed Standard Interconnection Agreement for a Net-Metering Facility or Net-Metering Facilities with an Electric Utility pursuant to the Net-Metering Rules and Ark. Code Ann. § 23-18-601 *et. seq.*,

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

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7.2.2. 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, co-generation, or interruptible service tariff except as provided in Ark. Code Ann. § 23-18-603(8)(B).

7.3. MONTHLY BILLING RATE STRUCTURE, TERMS, AND CONDITIONS – AVOIDED COST

7.3.1. This monthly billing rate structure, terms, and conditions is governed by Ark. Code Ann. § 23-18-606(a)(1).

7.3.2. 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.

7.3.3 The Electric Utility shall separately meter the electric energy, measured in kWhs:
(a) Supplied by the Electric Utility to the Net-Metering Customer; and
(b) Fed back to the Electric Utility from the Net-Metering Customer’s Net-Metering Facility at any time during the applicable billing period.

7.3.4 The Electric Utility shall apply the:
(a) Commission-approved customer charge, demand, charge, minimum bill provision, and other applicable Commission-approved charges under Ark. Code Ann. § 23-18-604(c)(1)(A);
(b) Commission-approved charges under Ark. Code Ann. § 23-18-604(c)(1)(A) to the applicable net-metering customers, including without limitation any rates, riders, and surcharges applied based on the volume of kWhs of electricity supplied by an Electric Utility pursuant to this rate structure; and

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(c) Avoided Cost of the Electric Utility to all kWhs supplied to the Electric Utility by a Net-Metering Customer during the applicable billing period to be credited to the total bill of the Net-Metering Customer in a dollar value, excluding the customer charge and any applicable demand charge or minimum bill provision that the Net-Metering Customer shall pay each month.

7.3.5 The Electric Utility shall credit the Net-Metering Customer with any accumulated Net-Metering Surplus as measured in dollars during the next applicable billing period.

7.3.6 Upon request from a Net-Metering Customer pursuant to Ark. Code Ann. § 23-18-604(d)(2) and Net-Metering Rule 2.05(D), an Electric Utility must apply Net-Metering Surplus 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; shall not be associated with unmetered service; and shall be located within a one hundred (100) miles radius of the individual Net-Metering Customer’s Net-Metering Facility unless the Net-Metering Customer meets one of the exceptions provided in Net-Metering Rule 2.05 and Ark. Code. Ann. § 23-18-604(d)(2)(A)(i)(a).

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(c) To request meter aggregation, the Net-Metering Customer must submit a standard meter aggregation application form and affidavit pursuant to Net-Metering Rule 2.05 and designate the rank order for the Additional Meters to which excess kWh are to be applied. The Net-Metering Customer cannot designate the rank order more than once during the Annual Billing Cycle.

7.3.7 Annual Avoided Cost Redetermination

The Electric Utility shall file a revised Avoided Cost on or before February 1 of each calendar year in compliance with Rule 2.08 of the Net-Metering Rules. The revised Avoided Cost shall be filed in the docket initiated for the Electric Utility and shall be accompanied by a set of workpapers sufficient to fully document the calculations of the revised Avoided Cost and otherwise comply with the Commission’s Rules of Practice and Procedure. The revised Avoided Cost shall be determined by the application of Ark. Code Ann. § 23-18-603 and the Net-Metering Rules to reflect the twelve month average for the prior calendar year of the applicable Locational Marginal Price associated with the Electric Utility’s load zone in the Midcontinent Independent System Operator or Southwest Power Pool Independent System Operator Market. The revised Avoided Cost shall be effective for bills rendered on and after the first billing cycle of March of the filing year and shall then remain in effect for twelve (12) months.

The Avoided Cost rate for March 1, 20XX, to February 28, 20XX, is \$X.XX/kWh.

7.4 ADDITIONAL CHARGES, FEES, AND REQUIREMENTS

7.4.1 An Electric Utility may apply the following additional charges, fees, and requirements to Net-Metering Customers taking service under this Standard Net-Metering Tariff pursuant to Net-Metering Rule 2.03.

7.4.2. None

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7.5 RENEWABLE ENERGY CREDITS

7.5.1. A Net-Metering customer retains any Renewable Energy Credit created as a result of the electricity supplied by a Net-Metering Customer that generated the renewable energy credit.

7.5.2 The Renewable Energy Credit may be retained, retired, or sold for the sole benefit of the Net-Metering Customer.

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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: _____

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: _____

Email Address: _____ Fax: _____

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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: _____

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 if 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.

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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 shall 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. 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.

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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: _____

Email 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

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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 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: _____

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Section 6. Utility Verification and Approval

Facility Interconnection Approved: _____ Date: _____

Metering Facility Verification by: _____ Verification Date: _____

Utilities e-mail address: _____

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 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.

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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.

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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.

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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.

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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.

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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:

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: _____

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 notify the Electric Utility if this Agreement is assigned to a new Net-Metering Customer pursuant to Rule 2.06(F).

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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:

Electric Utility:

By: _____

By: _____

Title: _____

Title: _____

Mailing Address:

Mailing Address:

E-mail Address:

E-mail Address:

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Third-Party Owner (if applicable):

By: _____

Title: _____

Mailing Address: _____

E-mail Address:

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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 (Customer)

Date

ARKANSAS PUBLIC SERVICE COMMISSION

ORIGINAL _____ Sheet No. R-7.20

Replacing: _____ Sheet No. _____

The Empire District Electric Company d/b/a Liberty-Empire
Name of Company

Kind of Service: Electric Class of Service: All

Part III Rate Schedule No. 7

Title: **NON-LEGACY NET METERING**

PSC File Mark Only

**FACILITIES AGREEMENT BASED ON
GOOD FAITH ESTIMATE OF AN ELECTRIC UTILITY
PURSUANT TO NET METERING RULE 3.04H**

This Facilities Agreement Based on Good Faith Estimate of an Electric Utility Pursuant to Net Metering Rule 3.04H (this "Agreement") is entered into by and among The Empire District Electric Company (the "Company"), an electric utility regulated by the Arkansas Public Service Commission (the "Commission") and organized under the laws of the State of Arkansas, and _____ (the "Customer," together with the Company, the "Parties," with each of the Parties, individually, a "Party"), effective on the date of the final Party executing this Agreement (the "Effective Date").

WHEREAS, this Agreement is entered into pursuant to the Commission's Net-Metering Rules (sometimes, the "Rules," and abbreviated as "NMR"). Any capitalized terms not otherwise defined in this Agreement shall have the meaning given to them by the Rules.

WHEREAS, Customer desires to construct a Net-Metering Facility, which Customer desires to be interconnected to the Company's system at the following location in _____, Arkansas: _____;

WHEREAS, pursuant to the request of Customer, Company has endeavored to generate a Facilities Study to be conducted regarding Customer's Net-Metering Facility, consistent with and for the purpose of NMR 3.04A (the "Study"); however, the Company could not complete the Study within 120 days from the Customer's request, as contemplated by NMR3.04A, G, and H.

WHEREAS, the Company provides the good faith estimate of the appropriate portion of the costs and associated expenses required to (i) provide service to the Customer and (ii) enable the Customer's use of Company's facilities necessary to interconnect its Net-Metering Facility as \$_____, pursuant to the attached (the "Costs"). Such estimate is based on the approximate time required to build and install the needed and necessary modifications of _____, pursuant to NMR 1.01(k) and 3.04H.

ARKANSAS PUBLIC SERVICE COMMISSION

ORIGINAL _____ Sheet No. R-7.21

Replacing: _____ Sheet No. _____

The Empire District Electric Company d/b/a Liberty-Empire
Name of Company

Kind of Service: Electric Class of Service: All

Part III Rate Schedule No. 7

Title: **NON-LEGACY NET METERING**

PSC File Mark Only

NOW THEREFORE, in consideration of the mutually beneficial covenants and agreements herein, together with other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. This Agreement is void and of no effect, and the Parties shall have no further obligation pursuant to the terms herein, if it is not fully executed by both Parties within thirty (30) days of the first Party's execution. Each Party shall deliver its executed version of this Agreement to the other Party within One (1) day of such Party's execution.

2. The Parties acknowledge that the Company's good faith estimate is, in fact, an estimate. The Parties have each elected to proceed with this Agreement even though it is based on Company's good faith estimate, pursuant to NMR 3.04H.

3. The Customer's appropriate portion of the Costs is estimated to be \$ _____, which Customer shall remit to Company within Fourteen (14) business days of the Effective Date, pursuant to NMR 1.01(j), 2.03C, and 3.04F.

4. Company shall adjust Customer's account with Company, either as a credit or as a charge, for any difference between the estimate contained herein and the actual Costs once the final appropriate Costs are determined and provided to Customer, in writing, pursuant to NMR 3.04H.

IT IS SO AGREED AS OF THE EFFECTIVE DATE.

COMPANY
THE EMPIRE DISTRICT
ELECTRIC COMPANY

CUSTOMER

Signature

Signature

Printed Name and Title

Printed Name and Title, if Applicable

Date

Date