

**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No.  R-8.1

Replacing:  1<sup>st</sup> Revised  Sheet No.  22

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.  8

Title: **LEGACY NET METERING**

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**8. LEGACY NET-METERING**

**8.1. DEFINITIONS**

- 8.1.1 Legacy Net-Metering Customer – A customer who meets either the definition of Legacy Net-Metering customer or Legacy-Transitional Net-Metering as defined in the Net-Metering Rules.
- 8.1.2 Legacy Net-Metering Facility – A Net-Metering Facility meeting the requirements of A.C.A. 23-18-603, as in effect on March 12, 2023 (i.e., before the effective date of Act 278 of 2023).
- 8.1.3 Legacy-Transitional Net Metering Facility – A Net-Metering Facility meeting the requirements of A.C.A 23-18-603, as in effect on March 13, 2023 (i.e., the effective date of Act 278 of 2023).
- 8.1.4. All other terms as defined in A.C.A. 23-18-603, except as required by context or by A.C.A 23-18-604 (c)(11)(A) as interpreted by the Commission in Docket No. 23-021-R.

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**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No.  R-8.2

Replacing:  1<sup>st</sup> Revised  Sheet No.  22.1

The Empire District Electric Company d/b/a Liberty-Empire   
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**8.2. AVAILABILITY**

8.2.1. 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 is a Legacy Net-Metering Customer as defined herein and who has obtained a signed Standard Interconnection Agreement for a Legacy Net-Metering Facility or Facilities or a Legacy-Transitional Net-Metering Facility or Facilities with an Electric Utility pursuant to the Net-Metering Rules and A.C.A 23-18-601 *et. seq.*

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

8.2.2. 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.

**8.3. MONTHLY BILLING RATE STRUCTURE, TERMS, AND CONDITIONS**

8.3.1. The monthly billing rate structure, terms, and conditions outlined herein apply until June 1, 2040, to Net-Metering Facilities of Legacy Net-Metering Customers.

8.3.2. 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.

8.3.3. On a monthly basis, the Legacy 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.

8.3.4. 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 Legacy 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 Legacy Net-Metering Customer’s standard rate schedule.

**ARKANSAS PUBLIC SERVICE COMMISSION**2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No. R-8.3Replacing: 1<sup>st</sup> Revised \_\_\_\_\_ Sheet No. 22.2The Empire District Electric Company d/b/a Liberty-Empire  
Name of CompanyKind of Service: Electric \_\_\_\_\_ Class of Service: All \_\_\_\_\_Part III \_\_\_\_\_ Rate Schedule No. 8 \_\_\_\_\_Title: **LEGACY NET METERING**

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- 8.3.5. 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 Legacy Net- Metering Customer during the applicable Billing Period, the Electric Utility shall credit the Legacy Net-Metering Customer with any accumulated Net Excess Generation in the next applicable Billing Period.
- 8.3.6. Net Excess Generation shall first be credited to the Legacy Net-Metering Customer's meter to which the Net-Metering Facility is physically attached (Generation Meter).
- 8.3.7. After application of 8.3.6. and upon request of the Legacy Net-Metering Customer pursuant to 8.3.9., any remaining Net Excess Generation shall be credited to one or more of the Legacy Net-Metering Customer's meters (Additional Meters) in the rank order provided by the Legacy Net-Metering Customer.
- 8.3.8. Net Excess Generation shall be credited as described in 8.3.7. and 8.3.8. during subsequent Billing Periods; the Net Excess Generation credits remaining in a Legacy 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 Legacy Net-Metering Customer may elect to have the Electric Utility purchase the Net Excess Generation credits in the Legacy Net-Metering Customer's account at the Electric Utility's Avoided Cost plus any additional sum determined under the Net Metering Rules, if the sum to be paid to the Legacy 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 Legacy Net-Metering Customer's account when the Legacy 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 Legacy Net-Metering Customer, the Electric Utility shall calculate the payment based on its Avoided Costs for the current year.

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2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No.     R-8.4    

Replacing:     1<sup>st</sup> Revised     Sheet No.     22.3    

The Empire District Electric Company d/b/a Liberty-Empire  
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8.3.9. Upon request from a Legacy Net-Metering Customer an Electric Utility must apply Net Excess Generation to the Legacy Net-Metering Customer's Additional Meters provided that:

- (a) The Legacy 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 Legacy 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 A.C.A 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 Legacy Net-Metering Customer's meters is identified, the Legacy Net-Metering Customer must designate the rank order for the Additional Meters to which excess kWh are to be applied. The Legacy Net-Metering Customer cannot designate the rank order more than once during the Annual Billing Cycle.

**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No.     R-8.5    

Replacing:     1<sup>st</sup> Revised     Sheet No.     22.4    

The Empire District Electric Company d/b/a Liberty-Empire  
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**8.4 ADDITIONAL CHARGES, FEES, AND REQUIREMENTS**

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

8.4.2 None

**8.5 RENEWABLE ENERGY CREDITS**

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

**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No.     R-8.6    

Replacing:     1<sup>st</sup> Revised     Sheet No.     22.5    

The Empire District Electric Company d/b/a Liberty-Empire  
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2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No.  R-8.7

Replacing:  1<sup>st</sup> Revised  Sheet No.  23

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

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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: \_\_\_\_\_

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**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No. R-8.8

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

Kind of Service: Electric \_\_\_\_\_ Class of Service: All \_\_\_\_\_

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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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2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No.  R-8.9

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The Empire District Electric Company d/b/a Liberty-Empire   
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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.

**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No. R-8.10

Replacing: 1<sup>st</sup> Revised \_\_\_\_\_ Sheet No. 23.3

The Empire District Electric Company d/b/a Liberty-Empire  
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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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**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No. R-8.11

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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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**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No. R-8.12

Replacing: 1<sup>st</sup> Revised Sheet No. 23.5

The Empire District Electric Company d/b/a Liberty-Empire  
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**Section 6. Utility Verification and Approval**

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

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

Utility's email 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(10) and the Arkansas Public Service Commission's *Net-Metering Rules*.

**Section 2. Governing Provisions**

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

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

The Electric Utility shall not be obligated to accept and may require Customer to interrupt or reduce deliveries when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices. Whenever possible, the Utility shall give the Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

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**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No.  R-8.13

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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 the 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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2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No.  R-8.14

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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.

**ARKANSAS PUBLIC SERVICE COMMISSION**

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Replacing:  1<sup>st</sup> Revised  Sheet No.  23.8

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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 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.

**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No.  R-8.16

Replacing:  1<sup>st</sup> Revised  Sheet No.  23.9

The Empire District Electric Company d.b.a. Liberty-Empire   
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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.



**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No.  R-8.17

Replacing:  1<sup>st</sup> Revised  Sheet No.  23.10

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.  8

Title: **LEGACY NET METERING**

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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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Ark. Public Serv. Comm. ---APPROVED---12/21/2023 Docket: 23-070-TF Order No.- 4

**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No. R-8.18

Replacing: 1<sup>st</sup> Revised Sheet No. 23.11

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. 8

Title: **LEGACY NET METERING**

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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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**ARKANSAS PUBLIC SERVICE COMMISSION**

2<sup>nd</sup> Revised \_\_\_\_\_ Sheet No.  R-8.19

Replacing:  1<sup>st</sup> Revised  Sheet No.  23.12

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.  8

Title: **LEGACY NET METERING**

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Third-Party Owner (if applicable):

\_\_\_\_\_

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

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

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

\_\_\_\_\_

E-mail Address:

\_\_\_\_\_

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**ARKANSAS PUBLIC SERVICE COMMISSION**

1<sup>st</sup> Revised \_\_\_\_\_ Sheet No.   R-8.20  

Replacing:   Original   Sheet No.   23.13  

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.   8  

Title: **LEGACY NET METERING**

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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

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**ARKANSAS PUBLIC SERVICE COMMISSION**

Original \_\_\_\_\_ Sheet No. R-8.21

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. 8

Title: **LEGACY NET METERING**

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**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-8.22

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. 8

Title: **LEGACY NET METERING**

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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

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