

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No.	64.8
Replacing:	Sheet No.	
Name of Company: Carroll Electric Cooperative Corporation		
Kind of Service: Electric	Class of Service: All	
Part II. Rate Schedule No. 24		
Title: NON-LEGACY NET-METERING		PSC File Mark Only

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24. NON-LEGACY NET-METERING

24.1. DEFINITIONS

24.1.1. 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.

24.1.2. All other terms are as defined in Ark. Code Ann. § 23-18-603.

24.2. AVAILABILITY

24.2.1. Service under the provisions of this tariff is available to any residential or any other customer who takes service under standard rate schedule(s) 1, 2, 3, 4, 5, 6, 8, and 11 who is a Non-Legacy Net-Metering Customer and who has obtained a signed Standard Interconnection Agreement for a Net-Metering Facility or Net-Metering

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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.

24.2.2. 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(9)(B).

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

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

24.3.2. 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.

24.3.3. 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.

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24.3.4. 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
- (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.

24.3.5. 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.

24.3.6. 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.

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- (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).
- (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 any accumulated Net-Metering Surplus as measured in dollars is to be applied. The Net-Metering Customer cannot designate the rank order more than once during the Annual Billing Cycle.

24.3.7. 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

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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 per kWh is Arkansas Electric Cooperative Corporation's (AECC) Avoided Cost Calculation for Net Metering found in Docket No. 81-071-F.

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24.4. ADDITIONAL CHARGES, FEES, AND REQUIREMENTS

24.4.1. 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.

24.4.2. A standard one-time fee to recover administrative and related interconnection review costs: \$250.00 for each Net-Metering service interconnected to the Cooperative’s system.

24.4.3 Pursuant to Net-Metering Rule 2.06.A, the Cooperative’s Equivalent Document,” which is titled “Net-Metering Facility Interconnection Study and Scope Agreement, is attached to this tariff as Attachment 3.

25.4.4. The Cooperative’s Equivalent Document, referred to in Section 25.4.3. above, shall be executed by the Net-Metering Customer to request additional interconnection study of the proposed Net-Metering Facility and to determine any work that will be required in order to enable the interconnection. The Equivalent Document shall detail the deposit structure for the additional study and shall refer to the additional study results good faith make-ready work estimate for direct costs of interconnection and any grid upgrades required to connect the Net-Metering Facility.

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24.5. RENEWABLE ENERGY CREDITS

24.5.1. 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.

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

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ATTACHMENT 1

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: _____

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City: _____ State: _____ Zip Code: _____
Daytime Phone: _____ Evening Phone: _____
E-Mail Address: _____

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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: _____

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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. 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.

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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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ATTACHMENT 2

STANDARD INTERCONNECTION AGREEMENT FOR NET-METERING FACILITIES

I. STANDARD INFORMATION

Section 1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

E-mail Address: _____

Facility Location (if different from above): _____

Daytime Phone: _____ Evening Phone: _____

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

Type of Facility (circle one)

Customer-owned Leased Service Agreement

Section 2. Owner Information (if different from Customer)

Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Evening Phone: _____

E-Mail Address: _____ Fax: _____

Section 3. Generation Facility Information

System Type: Solar Wind Hydro Geothermal Biomass Fuel Cell Micro Turbine

Energy Storage Device (circle all that apply)

Generator Rating (kW): _____ DC

Inverter Rating (kW): _____ AC

Describe Location of Accessible and Lockable Disconnect: _____

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Inverter Manufacturer: _____ Inverter Model: _____

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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: _____

Section 6. Utility Verification and Approval

Facility Interconnection Approved: _____ Date: _____
 Metering Facility Verification by: _____ Verification Date: _____
 Utility's e-mail address: _____

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II. INTERCONNECTION AGREEMENT TERMS AND CONDITIONS

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

Section 1. The Net-Metering Facility

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

Section 2. Governing Provisions

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

Section 3. Interruption or Reduction of Deliveries

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

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Electric Utility's electric system.

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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.

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Section 6. Maintenance and Permits

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

Section 7. Access to Premises

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

Section 8. Indemnity and Liability

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

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

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Furthermore, nothing in this Agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entities thereof. The Arkansas State Claims Commission has exclusive jurisdiction over claims against the state.

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to or any liability to any person not a Party to this Agreement.

Neither the Electric Utility, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other liability of any nature or kind, arising out of the engineering, design, construction, ownership, maintenance or operation of, or the making of replacements, additions or betterment to, or by failure of, the Customer's facilities by the Customer or any other person or entity.

Section 9. Notices

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

All written notices shall be directed as follows:

Attention:
Mr. Rob Boaz, President/CEO
Carroll Electric Cooperative Corporation
920 Highway 62 Spur
P.O. Box 4000
Berryville, AR 72616-4000

Attention:
[Customer]
Name: _____
Address: _____
City: _____
Email: _____

Customer notices to Electric Utility shall refer to the Customer's electric service account

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number set forth in Section 1 of this Agreement.

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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).

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.

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No.	64.10.18	
Replacing:	Sheet No.		
Name of Company: Carroll Electric Cooperative Corporation			PSC File Mark Only
Kind of Service: Electric	Class of Service:	All	
Part II. Rate Schedule No. 24			
Title: NON-LEGACY NET-METERING			

Dated this _____ day of _____, 20__.

Customer:

Electric Utility:
Carroll Electric Cooperative Corporation

By: _____

By: _____

Title: _____

Title: _____

Mailing Address:

Mailing Address:
920 Highway 62 Spur
P.O. Box 4000
Berryville, AR 72616-4000

E-mail Address:

E-mail Address:

Third-Party Owner (if applicable): _____

By: _____
Title: _____

Mailing Address: _____

E-mail Address: _____

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No.	64.10.19	
Replacing:	Sheet No.		
Name of Company: Carroll Electric Cooperative Corporation			
Kind of Service: Electric	Class of Service:	All	
Part II. Rate Schedule No. 24			
Title: NON-LEGACY NET-METERING			PSC File Mark Only

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 Carroll Electric Cooperative Corporation (CECC).

1. Electricity rates, basic charges, and service fees, set by CECC 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 CECC.
3. My Net-Metering System is subject to the current rates of CECC, and the rules and regulations of the Commission. The CECC 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.	64.10.20
Replacing:	Sheet No.	
Name of Company: Carroll Electric Cooperative Corporation		
Kind of Service: Electric	Class of Service: All	
Part II. Rate Schedule No. 24		
Title: NON-LEGACY NET-METERING		PSC File Mark Only

**ATTACHMENT 3
(EQUIVALENT DOCUMENT)**

NET-METERING INTERCONNECTION STUDY AND SCOPE AGREEMENT

THIS AGREEMENT is made and entered into by and between _____ a(n) _____ (Individual, Sole Proprietor, Partnership, LLC, Corporation, etc.) organized and existing under the laws of the State of _____ (name of State or n/a if not applicable), (“Net Metering Customer”), and Carroll Electric Cooperative Corporation, a Corporation existing under the laws of the State of Arkansas, (“Cooperative”). Net Metering Customer and Cooperative each may be referred to as a “Party”, or collectively as the “Parties”. The effective date is the date of the last signature executing this Agreement.

RECITALS

WHEREAS, the Net Metering Customer is proposing to develop a Net-Metering Facility (NMF), or modification of an existing NMF, consistent with the Preliminary Interconnection Site Review Request (“Request”) submitted by the Net Metering Customer, signed and dated on _____; and,

WHEREAS, the Net Metering Customer desires to interconnect their NMF, with an AC nameplate capacity rating of _____ kW, with the Cooperative’s electric distribution system; and,

WHEREAS, the Net Metering Customer has requested the Cooperative to perform an NMF Study (“Study”) to identify any impacts to the Cooperative’s system, identify any system modifications required to make the system ready (“Make-ready Work”) for the interconnection of the NMF; and,

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- Study.** The Net Metering Customer elects, and the Cooperative shall cause to be performed a Study consistent with Cooperative standards and prudent utility practices.

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Original	Sheet No.	64.10.21
Replacing:	Sheet No.	
Name of Company: Carroll Electric Cooperative Corporation		
Kind of Service: Electric	Class of Service:	All
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Title: NON-LEGACY NET-METERING		PSC File Mark Only

The Cooperative shall allow only distribution-level interconnection and shall not allow the flow of energy from a Net Metering Facility onto any transmission facilities.

The Study will be based upon the technical information within the Request provided by the Net Metering Customer. The Cooperative reserves the right to request additional technical information from the Net Metering Customer as may reasonably become necessary to perform the Study.

The Study, as necessary, may consist of, but is not limited to, a short circuit analysis, a stability analysis, a power flow analysis, voltage drop analysis, protection coordination analysis, and energy curtailment requirements, if any. The Study results shall identify a solution to adverse impacts and associated Make-ready Work, along with any estimated costs. The costs estimated in the Study results are non-binding good faith estimates.

2. **Study Results.** The Cooperative shall provide the results of the Study, when necessary, to the Net Metering Customer. To protect proprietary or sensitive information related to the Cooperative’s facilities and/or operations, the Cooperative reserves, at its sole discretion, the right to redact portions of the Study.
3. **Queue.** The Cooperative uses a queuing procedure for evaluating and prioritizing NMF projects and any associated cost responsibilities for any required Make-ready Work. When conducting the Study, all prior Requests in the queue at the time of the Study shall be considered connected to the Cooperative’s system.
4. **Costs.** The Net Metering Customer is responsible for all costs associated with the Study (“Study Costs”). The estimated costs of any Make-ready Work will be in addition to costs associated with the Study.

Deposit - Study. A deposit shall be required from the Net Metering Customer when the signed Agreement is provided to the Cooperative. The amount of deposit is based on NMF nameplate capacity and is shown in the table below.

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Original	Sheet No.	64.10.22	
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Title: NON-LEGACY NET-METERING			PSC File Mark Only

NMF NAME PLATE AC CAPACITY	NMF STUDY DEPOSIT
25 kW < NMF ≤ 250 kW	\$2,500.00
250 kW < NMF ≤ 1,000 kW	\$6,500.00
1,000 kW < NMF	\$10,000.00 + \$1/kW

All Study Costs that exceed the deposit will be invoiced to the Net Metering Customer within 30 days after the Study results are delivered. The Net Metering Customer must pay any Study Costs and associated Cooperative costs that exceed the deposit without interest within 30 days of receipt of the invoice. Or, at Cooperative’s sole discretion, Cooperative shall apply the excess cost to the actual Make-ready Work Cost balance.

If the deposit exceeds the Study Costs, the Cooperative shall either (1) credit such excess towards any Make-ready Work, or (2) refund such excess within 30 days of receiving written termination of Request from the Net Metering Customer or 180 days after the Net Metering Customer receives the Make-ready Work cost estimate if full payment of Make-ready Work Costs has not been made to the Cooperative.

Make-ready Costs. Upon completion of the Study, the Cooperative will provide a list of requirements and an estimated timeline and costs for the Make-ready Work (“Estimated Costs”). The Net Metering Customer shall pay in full, the Estimated Costs within 180 days of Cooperative invoicing Net Metering Customer. Upon receipt of the payment for Estimated Costs, the Cooperative shall begin said Make-ready Work within a reasonable time considering its existing workload and prior obligations. The Cooperative shall be under no obligation to begin any Make-ready Work before the Estimated Costs are paid in full. Failure of Net Metering Customer to pay the full amount within 180 days of the Cooperative issuing an invoice to Net Metering Customer for Estimated Costs shall terminate further obligations of the Cooperative under this Agreement. Failure to pay the Estimated Costs in full within 180 days shall also operate to remove the Net Metering Customer from the Cooperative’s queue as described in paragraph 3 above. If determined prudent, at the Cooperative’s sole discretion, the Cooperative will reconduct part or all of the Study if the Net Metering Customer chooses to move forward with the project after 180 days of Cooperative invoicing Net Metering

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Title: NON-LEGACY NET-METERING		PSC File Mark Only

Customer, or anytime the Cooperative’s system undergoes a change that would impact the proposed Net Metering Facility.

Net Metering Customer understands and agrees that the Estimated Costs are an estimate only. Net Metering Customer shall pay all the Cooperative’s costs associated with the Make-ready Work including those that are in excess of the Estimated Costs amount. If the Estimated Costs amount includes an additional amount that must be paid by Net Metering Customer should another NMF project in the Cooperative’s queue which impacts the Estimated Costs of the Make-ready Work be canceled or not transpire (“Additional Amount”), Net Metering Customer shall pay the Additional Amount within 30 days of Cooperative’s notice to Net Metering Customer that the Additional Amount is now due.

Net Metering Customer shall pay any and all costs in excess of the Estimated Costs within 30 days of Cooperative issuing an invoice to Net Metering Customer. Should the Estimated Costs amount paid by the Net Metering Customer exceed the Cooperative’s actual Make-ready Work costs, Cooperative will refund the excess to Net Metering Customer within a reasonable time after Cooperative’s completion of all Make-ready Work.

5. **Governing Laws.** This Agreement shall be interpreted, governed, and construed under the laws of the State of Arkansas.
6. **Arbitration.** Any and all disputes, controversies or claims (each a "Dispute") arising out of, relating to or in connection with this Agreement, including, without limitation, any dispute regarding its arbitrability, validity or termination, or the performance or breach thereof, shall, at the request of either party be exclusively and finally settled by arbitration administered by the American Arbitration Association ("AAA"). Any party may initiate arbitration by notice to the other party (a "Request for Arbitration"). The arbitration shall be conducted in accordance with the AAA rules governing commercial arbitration in effect at the time of the arbitration, except as they may be modified by the provisions of this Agreement. The place of the arbitration shall be Carroll Electric Cooperative Corporation Headquarters, Berryville, Arkansas. The arbitration shall be conducted by a panel of three arbitrators, one chosen by each party and the third being chosen by the other two arbitrators within thirty (30) days after delivery of the Request for Arbitration. In the event the parties fail to appoint persons to serve as arbitrators within thirty (30) days after delivery of the Request for Arbitration, the AAA shall appoint appropriate arbitrators fifteen (15) days after the expiration of the

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Replacing:	Sheet No.		
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Kind of Service: Electric	Class of Service: All		
Part II. Rate Schedule No. 24			
Title: NON-LEGACY NET-METERING			

thirty (30) day period. Any individual will be qualified to serve as an arbitrator if he or she shall be an individual who has no material business relationship, directly or indirectly, with any of the parties to the action and who has at least five (5) years-experience as an arbitrator and is certified by either the Arkansas Dispute Resolution Commission or the American Arbitration Association.

The arbitrators will apply the substantive law (and the law of remedies, if applicable) of the State of Arkansas without reference to its internal conflicts of laws principles and will be without power to apply any different substantive law. The arbitrators will render an award and a written opinion in support thereof. Such award shall include the costs related to the arbitration and reasonable attorneys' fees and expenses to the prevailing party. The arbitrators also have the authority to grant provisional remedies, including, without limitation, injunctive relief, and to award specific performance. The parties waive, to the fullest extent permitted by law, any rights to appeal, or to review of, any arbitrators' award by any court. The arbitrators' award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, any party to this Agreement may seek injunctive relief, specific performance, or other equitable remedies from a court of competent jurisdiction without first pursuing resolution of the dispute as provided above. Each party to this Agreement irrevocably submits to the non-exclusive jurisdiction and venue in the courts of the State of Arkansas and of the United States Western District of Arkansas in connection with any such equitable proceeding, and waives any objection based on *forum non conveniens*. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES SUCH PARTY'S RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION TO ENFORCE AN ARBITRATORS' DECISION OR AWARD PURSUANT TO THIS AGREEMENT.

The parties agree to maintain confidentiality as to all aspects of the arbitration, except as may be required by applicable law, regulations or court order, or to maintain or satisfy any suitability requirements for any license by any state, federal or other regulatory authority or body, including professional societies and organizations; provided, that nothing herein shall prevent a party from disclosing information regarding the arbitration for purposes of enforcing the award. The parties further agree to obtain the arbitrators' agreement to preserve the confidentiality of the arbitration.

- Confidentiality.** During the term of this Agreement and after the termination or expiration of this Agreement, neither party shall make use of the other's Confidential Information (as hereinafter defined) for purposes other than the performance of its obligations under this Agreement. Each party shall protect the other party's Confidential Information by using the same degree of care as it uses to protect its own information of a like nature, but no less than a reasonable degree of care. The receiving party shall only disclose the Confidential Information to its employees, consultants, and

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subcontractors who have a need to know such Confidential Information in order to perform its obligations under this Agreement. "Confidential Information" shall mean all information of either party not generally available to the public which is provided to the receiving party by the disclosing party or which the receiving party has access to or discovers in the performance of this Agreement, including but without limitation, the contents or results of any Feasibility Analysis, the contents or results of any Study, the Make-ready Work estimate, and all other information relating to a Party's business and operations including, but not limited to, business plans, financial records, customers, suppliers, vendors, products, costs, sources, strategies, inventions, procedures, forecasts, sales materials and data, technical advice or knowledge, contractual agreements, pricing, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies, algorithms, designs, drawings, work sheets, blueprints, manufacturing processes, computer programs and systems and know-how or other intellectual property of a Party and its affiliates that may be at any time furnished, communicated or delivered by a Party to the other Party, whether in oral, tangible, electronic or other form. All Confidential Information shall remain the property of the disclosing Party. Confidential Information shall not include any information that: (a) is made available by the disclosing party to the public without restrictions; (b) is disclosed by a party with prior written permission of the other party; (c) is independently developed or learned by the recipient party through legitimate means; or (d) is disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction, or by the recipient in defense of a claim against the recipient. Each party will provide reasonable prior notice to the other, unless prohibited by applicable law, if it is required to disclose any of the other party's Confidential Information under operation of law, and such disclosure shall not constitute a breach of this Agreement.

8. **Force Majeure.** Neither Party shall be held liable for any delay or failure in performance of any part of the Agreement, other than the obligation to pay money due hereunder, from any cause beyond its control and without its fault or negligence, such as, but not limited to, acts of civil or military authority, acts of nature, governmental regulations, embargoes, epidemics, riots, fires, wars, terrorists acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

9. **Amendment.** The Parties may amend this Agreement by a written instrument duly executed by both Parties. Net Metering Customer understands that additional agreements deemed necessary by Cooperative in its sole discretion, may be necessary to be executed in order to ensure the safe and reliable operation of the Net Metering Facility and Cooperative's system, e.g. Operating Agreement.

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Original	Sheet No.	64.10.26
Replacing:	Sheet No.	
Name of Company: Carroll Electric Cooperative Corporation		
Kind of Service: Electric	Class of Service: All	
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Title: NON-LEGACY NET-METERING		PSC File Mark Only

10. **No Third-Party Beneficiaries.** This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

11. **Waiver.** The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Net Metering Customer shall not constitute a waiver of the Net Metering Customer’s legal rights to obtain an interconnection from the Cooperative. Any waiver of this Agreement shall, if requested, be provided in writing.

12. **Subcontractors.** Nothing in this Agreement shall prevent either Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain liable to the other Party for the performance of such subcontractor.

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Cooperative be liable for the actions or inactions of the Net Metering Customer or its subcontractors with respect to obligations of the Net Metering Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

The obligations under this article will not be limited in any way by any limitation of subcontractor’s insurance.

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Original	Sheet No.	64.10.27
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Name of Company: Carroll Electric Cooperative Corporation		
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Part II. Rate Schedule No. 24		
Title: NON-LEGACY NET-METERING		PSC File Mark Only

13. **Breach and Default.** A breach of this Agreement (“Breach”) shall occur upon the failure of a Party to perform or observe any material term or condition of this Agreement. Upon a Breach by one Party, the non-breaching Party shall give written notice of such Breach to the Breaching Party. The Party in Breach shall have 30 days from the date of the written notice to cure the Breach. If a Breach is not cured within the 30-day period provided for herein, the Party in Breach shall be deemed in default (“Default”). The non-defaulting Party shall then have the right to terminate this Agreement by written notice, shall be relieved of any further obligations hereunder, and may pursue all remedies available to it at law or in equity.

14. **Assignment and Binding Effect.** This Agreement shall not be assigned by a Party without the prior written consent of the other Party. Any attempt to do so will be void. Subject to the proceeding, this agreement is binding upon, inures to the benefits of, and is enforceable by the Parties and their respective successors and assigns. The Net Metering Customer agrees to notify the Cooperative in writing upon the sale or transfer of the NMF. This Agreement shall terminate upon such notice unless the Cooperative consents to an assignment.

15. **Terms of Agreement and Termination.** This Agreement shall become effective upon execution by all Parties and it shall continue in full force and effect until terminated upon (1) 30 days’ prior notice by either Party if the Agreement is terminated, (2) 180 days after the Net Metering Customer receives the Make-ready Work cost estimate and there is no receipt of all payments due from the Net Metering Customer, including the Make-ready Cost Estimate amount, (3) pursuant to paragraph13, (4) upon mutual agreement of the Parties, or (5) upon a change in ownership of the NMF, absent a valid assignment under paragraph14. In the event of termination, the Net Metering Customer shall pay Cooperative for all costs incurred by the Cooperative, including its own labor and materials costs, up to the date of termination.

16. **Severability.** If any of this Agreement is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable; or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding or enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

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Original	Sheet No.	64.10.28
Replacing:	Sheet No.	
Name of Company: Carroll Electric Cooperative Corporation		
Kind of Service: Electric	Class of Service: All	
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Title: NON-LEGACY NET-METERING		PSC File Mark Only

17. **Notices.** Any notice required under this Agreement shall be in writing and mailed or personally delivered to the Party at the address below. Personal notices are effective upon delivery, or within 3 business days of depositing the notice in the United States mail with first class postage. Written notice of any address changes shall be provided. All written notices shall be directed as follows:

<p style="text-align: center;"><u>Notice to Cooperative</u></p> <p>Carroll Electric Cooperative Corporation</p> <p>Attn: Vice President, Member Relations</p> <p>P.O. Box 4000 Berryville, AR 72616 Tel. (870) 423-2161 ext. 1306</p>	<p style="text-align: center;"><u>Notice to Net Metering Customer</u></p> <p>Attn: _____</p> <p>Telephone: _____</p>
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18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement delivered by facsimile or email shall be deemed to be as effective as an original signed copy.

19. **Entire Agreement.** This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and constitutes the entire agreement between the Parties hereto.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year of last signature.

Carroll Electric Cooperative Corporation

Signature: _____ Date: _____

Printed Name: _____

Net Metering Customer

Signature: _____ Date: _____

(Authorized Agent of the Legal Entity)

Printed Name: _____

ARKANSAS PUBLIC SERVICE COMMISSION

2nd Revised	Sheet No.	64.11	
Replacing: 1 st Revised	Sheet No.	64.11	
Name of Company: Carroll Electric Cooperative Corporation			PSC File Mark Only
Kind of Service: Electric	Class of Service:	All	
Part III. Rate Schedule No. 25			
Title: LEGACY NET-METERING			

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25. LEGACY NET-METERING

25.1. DEFINITIONS

25.1.1. Legacy Net-Metering Customer – A customer who meets either the definition of Legacy Net-Metering Customer or Legacy-Transitional Net-Metering Customer as defined in the Net-Metering Rules.

25.1.2. Legacy Net-Metering Facility – A Net-Metering Facility meeting the requirements of Ark. Code Ann. § 23-18-603, as in effect on March 12, 2023 (i.e., before the effective date of Act 278 of 2023).

25.1.3. Legacy-Transitional Net-Metering Facility – A Net-Metering Facility meeting the requirements of Ark. Code Ann. § 23-18-603, as in effect on March 13, 2023 (i.e., the effective date of Act 278 of 2023)

25.1.4. All other terms are as defined in Ark. Code Ann. § 23-18-603, except as required by context or by Ark. Code Ann. § 23-18-604(c)(11)(A) as interpreted by the Commission in Docket No. 23-021-R.

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3rd Revised	Sheet No.	64.12	
Replacing: 2 nd Revised	Sheet No.	64.12	
Name of Company: Carroll Electric Cooperative Corporation			
Kind of Service: Electric	Class of Service:	All	
Part III. Rate Schedule No. 25			
Title: LEGACY NET-METERING			PSC File Mark Only

25.2. AVAILABILITY

25.2.1. Service under the provisions of this tariff is available to any residential or any other customer who takes service under standard rate schedule(s) 1, 2, 3, 4, 6 or 14 who 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 Ark. Code Ann. § 23-18-601 *et. seq.*.

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1st Revised	Sheet No.	64.12.1	
Replacing: Original	Sheet No.	64.12.1	
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The provisions of the customer’s standard rate schedule are modified as specified herein.

25.2.2. 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.

25.3. MONTHLY BILLING, RATE STRUCTURE, TERMS, AND CONDITIONS

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

25.3.2. 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.

25.3.3. 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.

25.3.4. 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.

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2nd Revised	Sheet No.	64.13	
Replacing: 1 st Revised	Sheet No.	64.13	
Name of Company: Carroll Electric Cooperative Corporation			
Kind of Service: Electric	Class of Service:	All	
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Title: LEGACY NET-METERING			PSC File Mark Only

25.3.5. 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.

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3rd Revised	Sheet No.	64.14	
Replacing: 2 nd Revised	Sheet No.	64.14	
Name of Company: Carroll Electric Cooperative Corporation			PSC File Mark Only
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Title: LEGACY NET-METERING			

25.3.6. 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).

25.3.7. After application of 25.3.6. and upon request of the Legacy Net-Metering Customer pursuant to 25.3.9., 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.

25.3.8. Net Excess Generation shall be credited as described in 25.3.6. and 25.3.7. 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 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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3rd Revised	Sheet No.	64.14.1	
Replacing: 2 nd Revised	Sheet No.	64.14.1	
Name of Company: Carroll Electric Cooperative Corporation			PSC File Mark Only
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Title: LEGACY NET-METERING			

25.3.9. 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 Ark. Code Ann.§ 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.

25.4. ADDITIONAL CHARGES, FEES, AND REQUIREMENTS

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

25.4.2. A standard one-time fee to recover administrative and related interconnection

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review costs: \$250.00 for each Net-Metering Facility interconnected to the Cooperative’s system. .

25.4.3. Pursuant to Net-Metering Rule 2.06.A, the Cooperative’s Equivalent Document,” which is titled “Net-Metering Facility Interconnection Study and Scope Agreement, is attached to this tariff as Attachment 3.

25.4.4. The Cooperative’s Equivalent Document, referred to in Section 25.4.3. above, shall be executed by the Net-Metering Customer to request additional interconnection study of the proposed Net-Metering Facility and to determine any work that will be required in order to enable the interconnection. The Equivalent Document shall detail the deposit structure for the additional study and shall refer to the additional study results good faith make-ready work estimate for direct costs of interconnection and any grid upgrades required to connect the Net-Metering Facility

25.5. RENEWABLE ENERGY CREDITS

25.5.1. 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.

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

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2nd Revised	Sheet No.	64.15	
Replacing: 1 st Revised	Sheet No.	64.15	
Name of Company: Carroll Electric Cooperative Corporation			PSC File Mark Only
Kind of Service: Electric	Class of Service: All		
Part III. Rate Schedule No. 25			
Title: LEGACY 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: _____
 If the requested point of interconnection is the same as an existing electric service, provide the electric service account number: _____
 Additional Customer Accounts (from electric bill) to be credited with Net Excess Generation: _____
 Annual Energy Requirements (kWh) in the previous twelve (12) months for the account physically attached to the Net-Metering Facility and for any additional accounts listed (in the absence of historical data reasonable estimates for the class and character of service may be made): _____
 Type of Facility (circle one)
 Customer-owned Leased Service Agreement

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

Name: _____
 Contact Person: _____
 Mailing Address: _____
 City: _____ State: _____ Zip Code: _____
 Daytime Phone: _____ Evening Phone: _____
 E-Mail Address: _____

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1st Revised	Sheet No.	64.15.1
Replacing: Original	Sheet No.	
Name of Company: Carroll Electric Cooperative Corporation		
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): _____

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2nd Revised	Sheet No.	64.16	
Replacing: 1 st Revised	Sheet No.	64.16	
Name of Company: Carroll Electric Cooperative Corporation			
Kind of Service: Electric	Class of Service: All		PSC File Mark Only
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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. 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.

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3rd Revised	Sheet No.	64.17	
Replacing: 2 nd Revised	Sheet No.	64.17	
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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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2nd Revised	Sheet No.	64.18	
Replacing: 1 st Revised	Sheet No.	64.18	
Name of Company: Carroll Electric Cooperative Corporation			
Kind of Service: Electric	Class of Service: All		
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Title: LEGACY NET-METERING			PSC File Mark Only

STANDARD INTERCONNECTION AGREEMENT FOR NET-METERING FACILITIES

I. STANDARD INFORMATION

Section 1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

E-mail Address: _____

Facility Location (if different from above): _____

Daytime Phone: _____ Evening Phone: _____

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

Type of Facility (circle one)

Customer-owned Leased Service Agreement

Section 2. Owner Information (if different from Customer)

Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Evening Phone: _____

E-Mail Address: _____ Fax: _____

Section 3. Generation Facility Information

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

Generator Rating (kW): _____ DC

Inverter Rating (kW): _____ AC

Describe Location of Accessible and Lockable Disconnect: _____

Inverter Manufacturer: _____ Inverter Model: _____

Inverter Location: _____ Inverter Power Rating: _____

Expected Capacity Factor: _____

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1st Revised	Sheet No.	64.18.1	
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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: _____

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2nd Revised	Sheet No.	64.19	
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Section 5. Certification

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

Signed (Inspector): _____ Date: _____ (In lieu of signature of inspector, a copy of the final inspection certificate may be attached.)

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

Signed (Net-Metering Customer): _____ Date: _____
 Signed (Owner if different from Customer): _____ Date: _____

Section 6. Utility Verification and Approval

Facility Interconnection Approved: _____ Date: _____
 Metering Facility Verification by: _____ Verification Date: _____
 Utility's e-mail address: _____

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:

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Replacing: 1 st Revised	Sheet No.	64.20	
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Title: LEGACY NET-METERING			PSC File Mark Only

Section 1. The Net-Metering Facility

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

Section 2. Governing Provisions

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

Section 3. Interruption or Reduction of Deliveries

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

Section 4. Interconnection

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

Electric Utility shall furnish and install a standard kilowatt hour meter for Legacy-Transitional Net-Metering Customers or a single standard two-channel digital hour meter for Non-Legacy Net-Metering Customers.. Customer shall

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provide and install a meter socket for the Electric Utility's meter and any related interconnection equipment per the Electric Utility's technical requirements, including safety and performance standards.

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

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

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

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

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2nd Revised	Sheet No.	64.22	
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Customer, at customer’s expense, shall meet all safety and performance standards established by local and national electrical codes including the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the National Electrical Safety Code (NESC), and Underwriters Laboratories (UL).

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

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

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

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

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

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

Section 6. Maintenance and Permits

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

Section 7. Access to Premises

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

Section 8. Indemnity and Liability

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

Each Party shall indemnify the other Party, its directors, officers, agents, and employees against all loss, damages, expense and liability to third persons for injury to or death of persons or injury to property caused by the indemnifying party’s

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Title: LEGACY NET-METERING			

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

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

Section 9. Notices

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

All written notices shall be directed as follows:

Attention:
 Mr. Rob Boaz, President/CEO
 Carroll Electric Cooperative Corporation
 920 Highway 62 Spur
 PO Box 4000
 Berryville, AR 72616-4000

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2nd Revised	Sheet No.	64.25	
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Kind of Service: Electric	Class of Service: All		
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Title: LEGACY NET-METERING			PSC File Mark Only

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).

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__.

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2nd Revised	Sheet No.	64.26	
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Name of Company: Carroll Electric Cooperative Corporation			PSC File Mark Only
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Title: LEGACY NET-METERING			

Customer:

By: _____

Title: _____

Mailing Address:

E-mail Address:

Third-Party Owner (if applicable): _____

By: _____

Title: _____

Mailing Address: _____

E-mail Address: _____

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Electric Utility:

Carroll Electric Cooperative Corporation

By: _____

Title: _____

Mailing Address:

920 Highway 62 Spur

PO Box 4000

Berryville, AR 72616-4000

E-mail Address:

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Title: LEGACY 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 Carroll Electric Cooperative Corporation (CECC).

1. Electricity rates, basic charges, and service fees, set by CECC 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 CECC.
3. My Net-Metering System is subject to the current rates of CECC, and the rules and regulations of the Commission. CECC 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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Name of Company: Carroll Electric Cooperative Corporation			
Kind of Service: Electric	Class of Service:	All	
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Title: LEGACY NET-METERING			PSC File Mark Only

**ATTACHMENT 3
(EQUIVALENT DOCUMENT)**

NET-METERING INTERCONNECTION STUDY AND SCOPE AGREEMENT

THIS AGREEMENT is made and entered into by and between _____
a(n) _____ (Individual, Sole Proprietor, Partnership, LLC, Corporation, etc.)
organized and existing under the laws of the State of _____ (name of State or n/a
if not applicable), (“Net Metering Customer”), and Carroll Electric Cooperative Corporation, a
Corporation existing under the laws of the State of Arkansas, (“Cooperative”). Net Metering Customer
and Cooperative each may be referred to as a “Party”, or collectively as the “Parties”. The effective date
is the date of the last signature executing this Agreement.

RECITALS

WHEREAS, the Net Metering Customer is proposing to develop a Net-Metering Facility (NMF), or
modification of an existing NMF, consistent with the Preliminary Interconnection Site Review Request
(“Request”) submitted by the Net Metering Customer, signed and dated on
_____; and,

WHEREAS, the Net Metering Customer desires to interconnect their NMF, with an AC nameplate
capacity rating of _____ kW, with the Cooperative’s electric distribution system; and,

WHEREAS, the Net Metering Customer has requested the Cooperative to perform an NMF Study
(“Study”) to identify any impacts to the Cooperative’s system, identify any system modifications required
to make the system ready (“Make-ready Work”) for the interconnection of the NMF; and,

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties
agree as follows:

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Kind of Service: Electric	Class of Service: All	
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Title: LEGACY NET-METERING		PSC File Mark Only

1. **Study.** The Net Metering Customer elects, and the Cooperative shall cause to be performed a Study consistent with Cooperative standards and prudent utility practices.

The Cooperative shall allow only distribution-level interconnection and shall not allow the flow of energy from a Net Metering Facility onto any transmission facilities.

The Study will be based upon the technical information within the Request provided by the Net Metering Customer. The Cooperative reserves the right to request additional technical information from the Net Metering Customer as may reasonably become necessary to perform the Study.

The Study, as necessary, may consist of, but is not limited to, a short circuit analysis, a stability analysis, a power flow analysis, voltage drop analysis, protection coordination analysis, and energy curtailment requirements, if any. The Study results shall identify a solution to adverse impacts and associated Make-ready Work, along with any estimated costs. The costs estimated in the Study results are non-binding good faith estimates.

2. **Study Results.** The Cooperative shall provide the results of the Study, when necessary, to the Net Metering Customer. To protect proprietary or sensitive information related to the Cooperative’s facilities and/or operations, the Cooperative reserves, at its sole discretion, the right to redact portions of the Study.
3. **Queue.** The Cooperative uses a queuing procedure for evaluating and prioritizing NMF projects and any associated cost responsibilities for any required Make-ready Work. When conducting the Study, all prior Requests in the queue at the time of the Study shall be considered connected to the Cooperative’s system.
4. **Costs.** The Net Metering Customer is responsible for all costs associated with the Study (“Study Costs”). The estimated costs of any Make-ready Work will be in addition to costs associated with the Study.

Deposit - Study. A deposit shall be required from the Net Metering Customer when the signed Agreement is provided to the Cooperative. The amount of deposit is based on NMF nameplate capacity and is shown in the table below.

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NMF NAME PLATE AC CAPACITY	NMF STUDY DEPOSIT
25 kW < NMF ≤ 250 kW	\$2,500.00
250 kW < NMF ≤ 1,000 kW	\$6,500.00
1,000 kW < NMF	\$10,000.00 + \$1/kW

All Study Costs that exceed the deposit will be invoiced to the Net Metering Customer within 30 days after the Study results are delivered. The Net Metering Customer must pay any Study Costs and associated Cooperative costs that exceed the deposit without interest within 30 days of receipt of the invoice. Or, at Cooperative’s sole discretion, Cooperative shall apply the excess cost to the actual Make-ready Work Cost balance.

If the deposit exceeds the Study Costs, the Cooperative shall either (1) credit such excess towards any Make-ready Work, or (2) refund such excess within 30 days of receiving written termination of Request from the Net Metering Customer or 180 days after the Net Metering Customer receives the Make-ready Work cost estimate if full payment of Make-ready Work Costs has not been made to the Cooperative.

Make-ready Costs. Upon completion of the Study, the Cooperative will provide a list of requirements and an estimated timeline and costs for the Make-ready Work (“Estimated Costs”). The Net Metering Customer shall pay in full, the Estimated Costs within 180 days of Cooperative invoicing Net Metering Customer. Upon receipt of the payment for Estimated Costs, the Cooperative shall begin said Make-ready Work within a reasonable time considering its existing workload and prior obligations. The Cooperative shall be under no obligation to begin any Make-ready Work before the Estimated Costs are paid in full. Failure of Net Metering Customer to pay the full amount within 180 days of the Cooperative issuing an invoice to Net Metering Customer for Estimated Costs shall terminate further obligations of the Cooperative under this Agreement. Failure to pay the Estimated Costs in full within 180 days shall also operate to remove the Net Metering Customer from the Cooperative’s queue as described in paragraph 3 above. If determined prudent, at the Cooperative’s sole discretion, the Cooperative will reconduct part or all of the Study if the Net Metering Customer chooses to move forward with the project after 180 days of Cooperative invoicing Net Metering Customer, or anytime the Cooperative’s system undergoes a change that would impact the proposed Net Metering Facility.

THIS SPACE FOR PSC USE ONLY

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

ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No.	64.31
Replacing:	Sheet No.	
Name of Company: Carroll Electric Cooperative Corporation		
Kind of Service: Electric	Class of Service: All	
Part III. Rate Schedule No. 25		
Title: LEGACY NET-METERING		PSC File Mark Only

Net Metering Customer understands and agrees that the Estimated Costs are an estimate only. Net Metering Customer shall pay all the Cooperative’s costs associated with the Make-ready Work including those that are in excess of the Estimated Costs amount. If the Estimated Costs amount includes an additional amount that must be paid by Net Metering Customer should another NMF project in the Cooperative’s queue which impacts the Estimated Costs of the Make-ready Work be canceled or not transpire (“Additional Amount”), Net Metering Customer shall pay the Additional Amount within 30 days of Cooperative’s notice to Net Metering Customer that the Additional Amount is now due.

Net Metering Customer shall pay any and all costs in excess of the Estimated Costs within 30 days of Cooperative issuing an invoice to Net Metering Customer. Should the Estimated Costs amount paid by the Net Metering Customer exceed the Cooperative’s actual Make-ready Work costs, Cooperative will refund the excess to Net Metering Customer within a reasonable time after Cooperative’s completion of all Make-ready Work.

5. **Governing Laws.** This Agreement shall be interpreted, governed, and construed under the laws of the State of Arkansas.

6. **Arbitration.** Any and all disputes, controversies or claims (each a "Dispute") arising out of, relating to or in connection with this Agreement, including, without limitation, any dispute regarding its arbitrability, validity or termination, or the performance or breach thereof, shall, at the request of either party be exclusively and finally settled by arbitration administered by the American Arbitration Association ("AAA"). Any party may initiate arbitration by notice to the other party (a "Request for Arbitration"). The arbitration shall be conducted in accordance with the AAA rules governing commercial arbitration in effect at the time of the arbitration, except as they may be modified by the provisions of this Agreement. The place of the arbitration shall be Carroll Electric Cooperative Corporation Headquarters, Berryville, Arkansas. The arbitration shall be conducted by a panel of three arbitrators, one chosen by each party and the third being chosen by the other two arbitrators within thirty (30) days after delivery of the Request for Arbitration. In the event the parties fail to appoint persons to serve as arbitrators within thirty (30) days after delivery of the Request for Arbitration, the AAA shall appoint appropriate arbitrators fifteen (15) days after the expiration of the thirty (30) day period. Any individual will be qualified to serve as an arbitrator if he or she shall be an individual who has no material business relationship, directly or indirectly, with any of the parties to the action and who has at least five (5) years-experience as an arbitrator and is certified by either the Arkansas Dispute Resolution Commission or the American Arbitration Association.

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The arbitrators will apply the substantive law (and the law of remedies, if applicable) of the State of Arkansas without reference to its internal conflicts of laws principles and will be without power to apply any different substantive law. The arbitrators will render an award and a written opinion in support thereof. Such award shall include the costs related to the arbitration and reasonable attorneys' fees and expenses to the prevailing party. The arbitrators also have the authority to grant provisional remedies, including, without limitation, injunctive relief, and to award specific performance. The parties waive, to the fullest extent permitted by law, any rights to appeal, or to review of, any arbitrators' award by any court. The arbitrators' award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, any party to this Agreement may seek injunctive relief, specific performance, or other equitable remedies from a court of competent jurisdiction without first pursuing resolution of the dispute as provided above. Each party to this Agreement irrevocably submits to the non-exclusive jurisdiction and venue in the courts of the State of Arkansas and of the United States Western District of Arkansas in connection with any such equitable proceeding, and waives any objection based on *forum non conveniens*. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES SUCH PARTY'S RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION TO ENFORCE AN ARBITRATORS' DECISION OR AWARD PURSUANT TO THIS AGREEMENT.

The parties agree to maintain confidentiality as to all aspects of the arbitration, except as may be required by applicable law, regulations or court order, or to maintain or satisfy any suitability requirements for any license by any state, federal or other regulatory authority or body, including professional societies and organizations; provided, that nothing herein shall prevent a party from disclosing information regarding the arbitration for purposes of enforcing the award. The parties further agree to obtain the arbitrators' agreement to preserve the confidentiality of the arbitration.

- Confidentiality.** During the term of this Agreement and after the termination or expiration of this Agreement, neither party shall make use of the other's Confidential Information (as hereinafter defined) for purposes other than the performance of its obligations under this Agreement. Each party shall protect the other party's Confidential Information by using the same degree of care as it uses to protect its own information of a like nature, but no less than a reasonable degree of care. The receiving party shall only disclose the Confidential Information to its employees, consultants, and subcontractors who have a need to know such Confidential Information in order to perform its obligations under this Agreement. "Confidential Information" shall mean all information of either party not generally available to the public which is provided to the receiving party by the disclosing

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8. party or which the receiving party has access to or discovers in the performance of this Agreement, including but without limitation, the contents or results of any Feasibility Analysis, the contents or results of any Study, the Make-ready Work estimate, and all other information relating to a Party’s business and operations including, but not limited to, business plans, financial records, customers, suppliers, vendors, products, costs, sources, strategies, inventions, procedures, forecasts, sales materials and data, technical advice or knowledge, contractual agreements, pricing, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies, algorithms, designs, drawings, work sheets, blueprints, manufacturing processes, computer programs and systems and know-how or other intellectual property of a Party and its affiliates that may be at any time furnished, communicated or delivered by a Party to the other Party, whether in oral, tangible, electronic or other form. All Confidential Information shall remain the property of the disclosing Party. Confidential Information shall not include any information that: (a) is made available by the disclosing party to the public without restrictions; (b) is disclosed by a party with prior written permission of the other party; (c) is independently developed or learned by the recipient party through legitimate means; or (d) is disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction, or by the recipient in defense of a claim against the recipient. Each party will provide reasonable prior notice to the other, unless prohibited by applicable law, if it is required to disclose any of the other party's Confidential Information under operation of law, and such disclosure shall not constitute a breach of this Agreement.

9. **Force Majeure.** Neither Party shall be held liable for any delay or failure in performance of any part of the Agreement, other than the obligation to pay money due hereunder, from any cause beyond its control and without its fault or negligence, such as, but not limited to, acts of civil or military authority, acts of nature, governmental regulations, embargoes, epidemics, riots, fires, wars, terrorists acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

10. **Amendment.** The Parties may amend this Agreement by a written instrument duly executed by both Parties. Net Metering Customer understands that additional agreements deemed necessary by Cooperative in its sole discretion, may be necessary to be executed in order to ensure the safe and reliable operation of the Net Metering Facility and Cooperative’s system, e.g. Operating Agreement.

11. **No Third-Party Beneficiaries.** This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations,

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12. or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

13. **Waiver.** The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Net Metering Customer shall not constitute a waiver of the Net Metering Customer’s legal rights to obtain an interconnection from the Cooperative. Any waiver of this Agreement shall, if requested, be provided in writing.

14. **Subcontractors.** Nothing in this Agreement shall prevent either Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain liable to the other Party for the performance of such subcontractor.

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Cooperative be liable for the actions or inactions of the Net Metering Customer or its subcontractors with respect to obligations of the Net Metering Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

The obligations under this article will not be limited in any way by any limitation of subcontractor’s insurance.

15. **Breach and Default.** A breach of this Agreement (“Breach”) shall occur upon the failure of a Party to perform or observe any material term or condition of this Agreement. Upon a Breach by one Party, the non-breaching Party shall give written notice of such Breach to the Breaching Party. The Party in

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16. Breach shall have 30 days from the date of the written notice to cure the Breach. If a Breach is not cured within the 30-day period provided for herein, the Party in Breach shall be deemed in default (“Default”). The non-defaulting Party shall then have the right to terminate this Agreement by written notice, shall be relieved of any further obligations hereunder, and may pursue all remedies available to it at law or in equity.
17. **Assignment and Binding Effect.** This Agreement shall not be assigned by a Party without the prior written consent of the other Party. Any attempt to do so will be void. Subject to the proceeding, this agreement is binding upon, inures to the benefits of, and is enforceable by the Parties and their respective successors and assigns. The Net Metering Customer agrees to notify the Cooperative in writing upon the sale or transfer of the NMF. This Agreement shall terminate upon such notice unless the Cooperative consents to an assignment.
18. **Terms of Agreement and Termination.** This Agreement shall become effective upon execution by all Parties and it shall continue in full force and effect until terminated upon (1) 30 days’ prior notice by either Party if the Agreement is terminated, (2) 180 days after the Net Metering Customer receives the Make-ready Work cost estimate and there is no receipt of all payments due from the Net Metering Customer, including the Make-ready Cost Estimate amount, (3) pursuant to paragraph13, (4) upon mutual agreement of the Parties, or (5) upon a change in ownership of the NMF, absent a valid assignment under paragraph14. In the event of termination, the Net Metering Customer shall pay Cooperative for all costs incurred by the Cooperative, including its own labor and materials costs, up to the date of termination.
19. **Severability.** If any of this Agreement is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable; or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding or enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.
20. **Notices.** Any notice required under this Agreement shall be in writing and mailed or personally delivered to the Party at the address below. Personal notices are effective upon delivery, or within 3

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21. business days of depositing the notice in the United States mail with first class postage. Written notice of any address changes shall be provided. All written notices shall be directed as follows:

	<u>Notice to Cooperative</u>	<u>Notice to Net Metering Customer</u>
	Carroll Electric Cooperative	
Corporation		_____
	Attn: Vice President, Member	Attn: _____
Relations		_____
	P.O. Box 4000	_____
	Berryville, AR 72616	Telephone: _____
	Tel. (870) 423-2161 ext. 1306	

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement delivered by facsimile or email shall be deemed to be as effective as an original signed copy.

23. **Entire Agreement.** This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and constitutes the entire agreement between the Parties hereto.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year of last signature.

Carroll Electric Cooperative Corporation

Signature: _____ Date: _____
Printed Name: _____

Net Metering Customer

Signature: _____ Date: _____
(Authorized Agent of the Legal Entity)
Printed Name: _____