2 <sup>nd</sup> Revised	Sheet No.	49.1	
Replacing: 1st Revised	Sheet No.	49.1	
Name of Company: Petit Jean E	lectric Cooperative	e Corporation	
Kind of Service: Electric	Class of Service:	All	
Part III. Rate Schedule No. 20			
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## 20. LEGACY NET-METERING

## 20.1 DEFINITIONS

- 20.1.1 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.
- 20.1.2 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).
- 20.1.3 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).

3 <sup>rd</sup> Revised	Sheet No.	49.2	
Replacing: 2 <sup>nd</sup> Revised	Sheet No.	49.2	
Name of Company: Petit Jear	n Electric Cooperative	• Corporation	
Kind of Service: Electric	Class of Service:	All	
Part III. Rate Schedule No. 2	20		
Title: LEGACY NET-METERIN	IG		PSC File Mark Only

20.1.4 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.

## 20.2 AVAILABILITY

20.2.1 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, or 3 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.

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

4 <sup>th</sup> Revised	Sheet No.	49.3	
Replacing: 3 <sup>rd</sup> Revised	Sheet No.	49.3	
Name of Company: Petit Jean E	Electric Cooperative	e Corporation	
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20.2.2 Customers taking service under the provisions of this tariff may not simultaneously take service under the provisions of any other alternative source generation or cogeneration tariff.

## 20.3 MONTHLY BILLING RATE STRUCTURE, TERMS, AND CONDITIONS

- 20.3.1. The monthly billing rate structure, terms, and conditions outlined herein apply until June 1, 2040, to Net-Metering Facilities of Legacy Net-Metering Customers.
- 20.3.2 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.
- 20.3.3 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.
- 20.3.4 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 changed under the Legacy Net-Metering Customer's standard rate schedule.

3 <sup>rd</sup> Revised	Sheet No.	49.4
Replacing: 2 <sup>nd</sup> Revised	Sheet No.	49.4
Name of Company: Petit Jea	n Electric Cooperative	e Corporation
Kind of Service: Electric	Class of Service:	All

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- 20.3.5 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.
- 20.3.6 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).
- 20.3.7 After application of 20.3.6. and upon request of the Legacy Net-Metering Customer pursuant to 20.3.9., 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.
- 20.3.8 Net Excess Generation shall be credited as described in 20.3.6 and 20.3.7. 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

2nd RevisedSheet No.49.4.1Replacing: 1st RevisedSheet No.49.4.1

Name of Company: Petit Jean Electric Cooperative Corporation

Kind of Service: **Electric** Class of Service: **All** 

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

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.

- 20.3.9. 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

1 <sup>st</sup> Revised	Sheet No.	49.4.2			
Replacing: Original	Sheet No.	49.4.2			
Name of Company: Petit Jean Electric Cooperative Corporation					

Class of Service: All

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Kind of Service: Electric

Title: LEGACY NET-METERING

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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) colocate at a site hosting the Net Metering Facility.

(c) In the event that more than one of the Legcy 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.

## 20.4. ADDITIONAL CHARGES, FEES, AND REQUIREMENTS

- 20.4.1. 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.
- 20.4.2. A standard one-time fee to recover administrative and related interconnection review costs: \$320 for certified inverter-based generating facilities not greater than 25 kW. Said standard fee assumes a single trip for site review. Additional trips will be charged based on the utility's standard fees.
- 20.4.3. Additional Studies to Examine System Impact of the Customer and Facility Costs Related to Interconnection

After the initial interconnection review process, the application may require additional studies. The Customer must pay 100 percent of the estimated non-binding good faith study costs. Study fees shall be based on actual costs, and the applicant shall pay actual costs exceeding the deposit without interest within thirty (30) calendar days of receipt of the invoice. The Utility should refund any excess amount without interest within thirty (30) calendar days of the invoice

The additional studies will provide the following information:

Original Sheet No. 49.4.3

Replacing: Sheet No.

Name of Company: Petit Jean Electric Cooperative Corporation

Kind of Service: Electric Class of Service: All

Part III. Rate Schedule No.

Title: LEGACY NET-METERING

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- 1. Identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection,
- 2. Identification of any thermal overload or voltage limit violations resulting from the interconnection,
- 3. Description and non-binding, good faith estimated cost of facilities required to interconnect the generating facility to the electric delivery system and to address the identified short circuit, instability, and power flow issues.
- 20.4.4. The good faith estimate of the costs to interconnect will result from the additional studies and be stated in the Facilities Agreement.

## 20.5. RENEWABLE ENERGY CREDITS

- 20.5.1. 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.
- 20.5.2 The Renewable Energy Credit may be retained, retired, or sold for the sole benefit of the Net-Metering Customer.

3 <sup>rd</sup> Revised	Sheet No.	49.5	
Replacing: 2 <sup>nd</sup> Revised	Sheet No.	49.5	
Name of Company: Petit Jean E	Electric Cooperative	• Corporation	
Kind of Service: Electric	Class of Service:	All	
Part III. Rate Schedule No. 20			
Title: LEGACY NET-METERING	3		PSC File Mark Only

# PRELIMINARY INTERCONNECTION SITE REVIEW REQUEST

# I. STANDARD INFORMATION

Section 1. Cus	stomer Information		
Name:			
Contact Person:			
Mailing Address.			
City:	State: _	Zip	Code:
Facility Location	(if different from above):		Code:
Daytime Phone:	E	vening Phone: _	
E-Mail Address:_	point of interconnection is		
If the requested p	point of interconnection is	the same as an e	existing electric service,
provide the electr	ric service account numbe	r:	
Additional Custo	mer Accounts (from ele	ectric bill) to be	credited with Net Excess
Generation:			
			(12) months for the account
			additional accounts listed (in
			the class and character of
service may be m	nade) <u>:</u>		
Type of Facility (			
Customer-owned	Leased Se	rvice Agreemen	į
	ner Information (if differe		
Contact Person:			
Mailing Address:			
City:		State:	Zip Code:
Daytime Phone:		Olale	_ Zip Code
	<b>-</b> _		<del>-</del>
L-IVIAII AUGICSS			

1 <sup>st</sup> Revised	Sheet No.	49.5.1	
Replacing: Original	Sheet No.	49.5.1	
Name of Company: <b>Petit Jean El</b>	ectric Cooperative	e Corporation	
Kind of Service: Electric	Class of Service:	All	
Part III. Rate Schedule No. 20			
Title: LEGACY NET-METERING			PSC File Mark

System Type: Solar Wind Hydro Geothermal	Biomass Fuel Cell Micro Turbine
Energy Storage Device (circle all that apply) Generator Rating (kW):	DC
nverter Rating (kW):	AC
Capacity Factor:	
Expected annual production of electrical energy ndustry recognized simulation model (PVWatts	` ,

3 <sup>rd</sup> Revised	Sheet No.	49.6		
Replacing: 2 <sup>nd</sup> Revised	Sheet No.	49.6		
Name of Company: Petit Jean Ele	ectric Cooperative	Corporation		
Kind of Service: Electric	Class of Service:	All		
Part III. Rate Schedule No. 20				
Title: LEGACY NET-METERING			PSC File Mark Only	
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: Sir	ngle Phase:	Three Phase	•	
Section 5. Signature				
I hereby certify that, to the be Preliminary Interconnection	Site Review is tr	ue and correct.	n provided in this	
Net-Metering Customer Sign	nature:		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.

2nd RevisedSheet No.49.7Replacing: 1st RevisedSheet No.49.7

Name of Company: Petit Jean Electric Cooperative Corporation

Kind of Service: **Electric** Class of Service: **All** 

Part III. Rate Schedule No. 20

Title: LEGACY NET-METERING PSC File Mark Only

## Section 2. Utility Review

Following submission of the Preliminary Interconnection Site Review Request by the customer the Electric Utility shall review the plans of the facility interconnection and provide the results of its review to the customer, in writing, within 30 calendar days. If the customer requests that multiple interconnection site reviews be conducted the Electric Utility shall make reasonable efforts to provide the customer with the results of the review within 30 calendar days. If the Electric Utility cannot meet the deadline, it 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.

3 <sup>rd</sup> Revised	Sheet No.	49.8	
Replacing: 2 <sup>nd</sup> Revised	Sheet No.	49.8	
Name of Company: Petit Jean E	lectric Cooperative	• Corporation	
Kind of Service: Electric	Class of Service:	All	
Part III. Rate Schedule No. 20			
Title: LEGACY NET-METERING	<b>i</b>		PSC File Mark Only
STANDARD INTERCONNE	ECTION AGREE	MENT FOR NE	Γ-METERING FACILITIES
I. STANDARD INFOR	MATION		
Section 1. Customer Inf	_		
Manage -			
Mailing Address:			
City:	State:	Zip (	Code:
E-mail Address:			
Facility Location (if different Daytime Phone: Utility Customer Account No.	from above):		
Daytime Phone:	Év	ening Phone:	
Utility Customer Account No	umber (from elec	tric bill) to which	the Net-Metering Facility is
physically attached:	`	•	
Type of Facility (circle one)			
Customer-owned Le	eased Ser	vice Agreement	
Section 2. Owner Inforn	nation (if differen	t from Custome	<u>r)</u>
Name:			
Contact Person:		· · · · · · · · · · · · · · · · · · ·	
Mailing Address:			
Mailing Address:  City:  Daytime Phone:	· · · · · · · · · · · · · · · · · · ·	_ State:	Zip Code:
Daytime Phone: E-Mail Address:	Ev	ening Phone <u>:</u>	
E-Mail Address:		Fax	:
Ocation O Computing F	:!:4   <b>-f</b>		
Section 3. Generation F			- Fuel Cell Miere Turkie
System Type: Solar Wind Energy Storage Device(circ		erriai biorrias:	Fuel Cell Micro Furbine
0, 0	1 1 2 /	DC	
Generator Rating (kW):		DC	
Inverter Rating (kW): Describe Location of Acces	sible and Lockah	le Disconnect	
Describe Location of Acces	SIDIC AND LOCKAL	ic Disconnect	
Inverter Manufacturer:		Invert	er Model:
Inverter Location:		Invert	er Power Rating:
Expected Capacity Factor:			
Expected annual producti		energy (kWh)	calculated using industry

1st Revised	Sheet No.	49.8.1	
1 1001004			
Replacing: Original	Sheet No.	49.8.1	
Name of Company: Petit Jean E	actric Cooperative	Cornoration	
Name of Company. Fell Sean El	ectric Cooperative	Corporation	
Kind of Service: Electric	Class of Service:	All	
Part III. Rate Schedule No. 20			
Title: LEGACY NET-METERING			PSC File Mark Only
			,
recognized simulation mode	J (D)/Matte etc.):		
recognized simulation mode	i (F v vvalis, etc.).		
Section 4. Installation In	formation		
Attach a detailed electrical of		t-Metering Facility	
		t motoring r domeyr	
Qualifications/Credentials:			
Mailing Address:			
City:			ode:
Davtime Phone:		allation Date:	

3 <sup>rd</sup> Revised	Sheet No.	49.9	
Replacing: 2 <sup>nd</sup> Revised	Sheet No.	49.9	
Name of Company: Petit Jean El	ectric Cooperative	Corporation	
Kind of Service: Electric	Class of Service:	All	
Part III. Rate Schedule No. 20			
Title: LEGACY NET-METERING			PSC File Mark Only
The system has been install National Electrical Code (NE (IEEE), the National Electric and (if applicable )the local (Signed (Inspector):(In lieu of signature of inspeattached.)	EC), the Institute cal Safety Code (Building/Electrical City/County)	of Electrical and Electr (NESC), and Underwrite al Code of Date:	onics Engineers ers Laboratories (UL)
The system has been install warranty information and an operation of the system.			
Signed (Net Metering Custo	mer):		_ Date:
Signed (Owner if different fr	om Customer):		Date:
Section 6. Utility Verification Facility Interconnection App Metering Facility Verification Utility's email address:	n by:		_ Date: Date:
-		TERMS AND CONDIT	IONS
This Interconnection Agreed entered into this	ay of r) and ion or other), collectively as th	, 20 ("Customer"), a ("Owner") a each hereinafter sor e "Parties". In conside	_, by(specify netimes referred to

2nd RevisedSheet No.49.10Replacing: 1st RevisedSheet No.49.10

Name of Company: Petit Jean Electric Cooperative Corporation

Kind of Service: **Electric** Class of Service: **All** 

Part III. Rate Schedule No. 20

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 single standard two channel digital hour meter for Non-Legacy Net-Metering Customers. Customer shall

3 <sup>rd</sup> Revised	Sheet No.	49.11
Replacing: 2 <sup>nd</sup> Revised	Sheet No.	49.11
Name of Company: <b>Petit Je</b>	ean Electric Cooperat	ive Corporation
Kind of Service: Electric	Class of Service:	All
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Title: **LEGACY NET-METERING**PSC File Mark Only

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.

2<sup>nd</sup> Revised Sheet No. 49.12

Replacing: 1<sup>st</sup> Revised Sheet No. 49.12

Name of Company: Petit Jean Electric Cooperative Corporation

Kind of Service: **Electric** Class of Service: **All** 

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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 Electric Utility's tariffs.

 2nd Revised
 Sheet No.
 49.13

 Replacing: 1st Revised
 Sheet No.
 49.13

 Name of Company: Petit Jean Electric Cooperative Corporation

Kind of Service: **Electric** Class of Service: **All** 

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Title: LEGACY NET-METERING PSC File Mark Only

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

2<sup>nd</sup> Revised Sheet No. 49.14

Replacing: 1<sup>st</sup> Revised Sheet No. 49.14

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Title: LEGACY NET-METERING PSC File Mark Only

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. Michael Kirkland, CEO/General Manager Petit Jean Electric Cooperative Corporation 270 Quality Drive PO Box 37 Clinton, AR 72031-0037

2 <sup>nd</sup> Revised	Sheet No.	49.15	]
Replacing: 1 <sup>st</sup> Revised	Sheet No.	49.15	
Name of Company: Petit Jean El	ectric Cooperative	e Corporation	
Kind of Service: Electric	Class of Service:	All	
Part III. Rate Schedule No. 20			
Title: LEGACY NET-METERING			PSC File Mark Only
Attention: [Customer] Name: Address: City: Email: Customer notices to Electric number set forth in Section  Section 10. Term of Agre The term of this Agreemen standard rate schedule. Iterminated in accordance w  Section 11. Assignment	c Utility shall refe 1 of this Agreem ement t shall be the sa This Agreement	er to the Customer's ele ent. Ime as the term of the shall remain in effec	otherwise applicable ct until modified o
This Agreement and all p respective Parties hereto, assigns. The Customer and assigned to a new Net-Meter	their personal or Owner shall	representatives, heirs notify the Electric Utility	s, successors, and if this Agreement is
Section 12. Net-Metering I hereby certify that all of the to the best of my knowled Conditions of this Agreemer Signature (Customer): Signature (Owner if differen IN WITNESS WHEREOF, the their duly authorized representations of the conditions of the conditi	e information pro lge, and that I nt. t from Customer ne Parties have o	ovided in this Agreemen have read and underst	and the Terms and
Dated this	day of	, 20	

## APSC FILED Time: 10/16/2023 11:36:23 AM: Recvd 10/16/2023 11:15:59 AM: Docket 23-070-TF-Doc. 14

2 <sup>nd</sup> Revised	Sheet No.	49.16		
Replacing: 1st Revised	Sheet No.	49.16		
Name of Company: Petit Jean E	Electric Cooperativ	e Corporation		
Kind of Service: Electric	Class of Service:	All		
Part III. Rate Schedule No. 20				
Title: LEGACY NET-METERING			PSC File Mark Only	
Customer:		Electric Utility:		
		Petit Jean Electric	Cooperative	
Corporation				
Ву:		By:		
Title:		Title:		
Mailing Address:		Mailing Address: PO Box 37		
		Clinton, AR 72031	-0037	
E-mail Address:		E-mail Address:		
Third-Party Owner (if applic				
By:				
Title:				
Mailing Address:				
E-mail Address:				

2 <sup>nd</sup> Revised	Sheet No.	49.17	
Replacing: 1st Revised	Sheet No.	49.17	
Name of Company: Petit Jear	n Electric Cooperative C	Corporation	
Kind of Service: Electric	Class of Service:	All	
Part III. Rate Schedule No. 2	20		
Title: LEGACY NET-METERI	NG		PSC File Mark On

## 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 Petit Jean Electric Cooperative Corporation (PJECC).

- 1. Electricity rates, basic charges, and service fees, set by PJECC 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 PJECC.
- 3. My Net-Metering System is subject to the current rates of PJECC, and the rules and regulations of the Commission. PJECC 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 yo disclaimer.	ou have read and understand the above
Name (printed)	_
Signature (Customer)	_

Date	 	

Original	Sheet No.	49.18		
Replacing:	Sheet No.			
Name of Company: Petit Jean El	ectric Cooperative	Corporation		
Kind of Service: Electric	Class of Service:	All		
Part III. Rate Schedule No. 20				
Title: LEGACY NET-METERING			PSC File Mark Only	
	FACILITIES A	GREEMENT		
This Facilities Agreement (the "Agreement") is entered into on the last date of a signature below (the "Effective Date") by and between Petit Jean Electric Cooperative Corporation, a Cooperative organized and existing under the laws of the state of Arkansas ("Electric Utility"), and ("Net-Metering Customer").				
WHEREAS, Net-Metering C interconnected to Electric Ut	ility's system at o	•	ocation/coordinates in	
WHEREAS, at Net-Metering Facilities Study to be conducted Facility for the purpose outline Public Service Commission;	cted with respect ned in Rule 3.04	to Net-Metering Custon A of the Net-Metering F	mer's Net-Metering	
WHEREAS, the Facilities Study specifies and estimates in good faith that the cost of the equipment, engineering, procurement, construction work (including protection), and any additional requirements needed to implement system upgrades and interconnection facilities necessary to safely interconnect Net-Metering Customer's Net-Metering Facility to the Cooperative's system is \$ per the attached ("Costs") and that the approximate time required to build and install the needed modifications is weeks/months/years. [NMR 1.01(k); 3.04B]				
NOW, THEREFORE, in concontained herein, the parties			agreements	
<ol> <li>Capitalized terms he Net-Metering Rules of the A</li> </ol>		the same meaning as service Commission.		

			<b>.</b>
Original	Sheet No.	49.19	
Replacing:	Sheet No.		
N (0 B (1) L			
Name of Company: Petit Jean E	lectric Cooperativ	ve Corporation	
Kind of Service: Electric	Class of Service	: All	
Part III. Rate Schedule No. 20			
Title: LEGACY NET-METERING	<b>;</b>		PSC File Mark Only
void and of no effect unless another. Each party agree other party within 24 hours	s to deliver thei		•
2. Net-Metering Custon Metering Facility. [NMR 3.0	•	oceed with interconnection	on of the Net-
3. Within 10 days of the execute all documents required no such account presently of	uired by Electric	-	_
4. Net-Metering Custon \$ Utility within 14 business da	_which Net-Met	e portion of the Costs is ering Customer agrees t ive Date above. [NMR <sup>2</sup>	
SUBMITTED AND SO AGE	REED:	SUBMITTED AND	SO AGREED:
(signature)		(sign	nature)
(printed name & tit	le of signer)	(printed name & t	itle of signer)
(printed date of s	ignature)	(printed date o	f signature)
(Cooperative)		(Net-Metering C	ustomer)