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Name of Company: **Rich Mountain Electric Cooperative, Inc.**

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

Part III. Rate Schedule No. 16

Title: NON-LEGACY NET-METERING

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16. NON-LEGACY NET-METERING

16.1. DEFINITIONS

16.1.1. **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.

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

16.2. AVAILABILITY

16.2.1. 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, or 13 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 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.

16.2.2. 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).

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

Part III. Rate Schedule No. 16

Title: NON-LEGACY NET-METERING

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

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

16.3.2. 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.

16.3.3. 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.

16.3.4. 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

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Name of Company: **Rich Mountain Electric Cooperative, Inc.**

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

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Title: NON-LEGACY NET-METERING

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demand charge or minimum bill provision that the Net-Metering Customer shall pay each month.

16.3.5 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.

16.3.6 Upon request from a Net-Metering Customer pursuant to Ark. Code Ann. § 23-18-604(d)(2) and Net-Metering Rule 2.05(D), an Electric Utility must apply Net-Metering Surplus to the Net-Metering Customer's Additional Meters provided that:

(a) The Net-Metering Customer must give at least 30 days' notice to the Electric Utility.

(b) The Additional Meter(s) must be identified at the time of the request. Additional Meter(s) shall be under common ownership within a single Electric Utility's service area; shall be used to measure the Net-Metering Customer's requirements for electricity; may be in a different class of service than the Generation Meter; shall be assigned to one, and only one, Generation Meter; shall not be a Generation Meter; shall not be associated with unmetered service; and shall be located within a one hundred (100) miles radius of the individual Net-Metering Customer's Net-Metering Facility unless the Net-Metering Customer meets one of the exceptions provided in Net-Metering Rule 2.05 and Ark. Code. Ann. § 23-18-604(d)(2)(A)(i)(a).

(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.

16. 3.7 Annual Avoided Cost Redetermination

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

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

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

16.4 ADDITIONAL CHARGES, FEES, AND REQUIREMENTS

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

16.4.2 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 one-time fee assumes a single trip for site review. Additional trips will be charged based on the utility's standard fees.

16.4.3 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

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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:

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, and power flow issues.

16.4.4. The good faith estimate of the costs to interconnect will result from the additional studies and be stated in the Facilities Agreement.

16. 5 RENEWABLE ENERGY CREDITS

16.5.1 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.

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

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

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Title: NON-LEGACY NET-METERING

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PRELIMINARY INTERCONNECTION SITE REVIEW REQUEST

I. STANDARD INFORMATION

Section 1. Customer Information

Name:_____
Contact Person:_____
Mailing Address:_____
City:_____ State: _____ Zip Code: _____
Facility Location (if different from above):_____
Daytime Phone: _____ Evening Phone: _____
E-Mail Address:_____
If the requested point of interconnection is the same as an existing electric service, provide the electric service account number:_____
Additional Customer Accounts (from electric bill) to be credited with Net Excess Generation:_____
Annual Energy Requirements (kWh) in the previous twelve (12) months for the account physically attached to the Net-Metering Facility and for any additional accounts listed (in the absence of historical data reasonable estimates for the class and character of service may be made):_____
Type of Facility (circle one)
Customer-owned Leased Service Agreement

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

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

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Name of Company: **Rich Mountain Electric Cooperative, Inc.**

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

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Section 3. Generation Facility Information

System Type: Solar Wind Hydro Geothermal Biomass Fuel Cell Micro Turbine Energy Storage Device (circle all that apply)
Generator Rating (kW): _____DC
Inverter Rating (kW):_____AC
Capacity Factor: _____
Expected annual production of electrical energy (kWh) of the facility calculated using industry recognized simulation model (PVWatts, etc):_____

Section 4. Interconnection Information

Attach a detailed electrical diagram showing the configuration of all generating facility equipment, including protection and control schemes.
Requested Point of Interconnection:_____
Customer-Site Load (kW) at Net-Metering Facility location (if none, so state):
_____
Interconnection Request: Single Phase:_____Three Phase:_____

Section 5. Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Preliminary Interconnection Site Review is true and correct.
Net-Metering Customer Signature: _____ Date: _____
Owner Signature (if different from Customer): _____ Date: _____

II. TERMS AND CONDITIONS

Section 1. Requirements for Request

For the purpose of requesting that the Electric Utility conduct a preliminary interconnection site review for a proposed Net-Metering Facility if requested by the customer, the customer shall notify the Electric Utility by submitting a completed Preliminary Interconnection Site Review Request. The customer shall submit a separate Preliminary Interconnection Site Review Request for each point of interconnection if information about multiple points of interconnection is requested.

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Part 1, Standard Information, Sections 1 through 4 of the Preliminary Interconnection Site Review Request must be completed for the notification to be valid. If mailed, the date of notification shall be the third day following the mailing of the Preliminary Interconnection Site Review Request. The Electric Utility shall provide a copy of the Preliminary Interconnection Site Review Request to the customer upon request.

Section 2. Utility Review

Following submission of the Preliminary Interconnection Site Review Request by the customer the Electric Utility shall review the plans of the facility interconnection and provide the results of its review to the customer, in writing, within 30 calendar days. If the customer requests that multiple interconnection site reviews be conducted the Electric Utility shall make reasonable efforts to provide the customer with the results of the review within 30 calendar days. If the Electric Utility cannot meet the deadline, it shall provide the customer with an estimated date by which it will complete the review. Any items that would prevent Parallel Operation due to violation of safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.

The preliminary interconnection site review is non-binding and need only include existing data and does not require the Electric Utility to conduct a study or other analysis of the proposed interconnection site in the event that data is not readily available. The Electric Utility shall notify the customer if additional site screening may be required prior to interconnection of the facility. The customer shall be responsible for the actual costs for conducting the preliminary interconnection site review and any subsequent costs associated with site screening that may be required.

Section 3. Standard Interconnection Agreement

The preliminary interconnection site review does not relieve the customer of the requirement to execute a Standard Interconnection Agreement prior to interconnection of the facility.

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

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STANDARD INTERCONNECTION AGREEMENT FOR NET-METERING FACILITIES

I. STANDARD INFORMATION

Section 1. Customer Information

Name:_____

Mailing Address:_____

City:_____ State: _____ Zip Code: _____

E-mail Address:_____

Facility Location (if different from above):_____

Daytime Phone: _____ Evening Phone: _____

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

Type of Facility (circle one)

Customer-owned Leased Service Agreement

Section 2. Owner Information (if different from Customer)

Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Evening Phone: _____

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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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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Name of Company: **Rich Mountain Electric Cooperative, Inc.**

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

Part III. Rate Schedule No. 16

Title: NON-LEGACY NET-METERING

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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 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.

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

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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 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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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.

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

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

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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. 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

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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. Brad Castor, President/CEO
Rich Mountain Electric Cooperative, Inc.
515 Janssen Avenue
PO Box 897
Mena, AR 71953
Attention:
[Customer]
Name:_____
Address: _____
City:_____
Email: _____
Customer notices to Electric Utility shall refer to the Customer's electric service account number set forth in Section 1 of this Agreement.

Section 10. Term of Agreement

The term of this Agreement shall be the same as the term of the otherwise applicable standard rate schedule. This Agreement shall remain in effect until modified or terminated in accordance with its terms or applicable regulations or laws.

Section 11. Assignment

This Agreement and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their personal representatives, heirs, successors, and assigns. The Customer and/or Owner shall notify the Electric Utility if this Agreement is assigned to a new Net-Metering Customer pursuant to Rule 2.06(F).

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Name of Company: **Rich Mountain Electric Cooperative, Inc.**

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

Part III. Rate Schedule No. 16

Title: NON-LEGACY NET-METERING

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Section 12. Net-Metering Customer and Owner Certification

I hereby certify that all of the information provided in this Agreement is true and correct, to the best of my knowledge, and that I have read and understand the Terms and Conditions of this Agreement.

Signature (Customer): _____ Date: _____

Signature (Owner if different from Customer): _____ Date: _____

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

Dated this _____ day of _____, 20__.

Customer:

_____

By: _____

Title: _____

Mailing Address:

_____

_____

E-mail Address:

_____

Third-Party Owner (if applicable): _____

_____

By:_____

Title: _____

Mailing Address: _____

_____

E-mail Address: _____

Electric Utility:

Rich Mountain Electric Cooperative, Inc.

By:_____

Title:_____

Mailing Address:
515 Janssen Avenue
PO Box 897
Mena, AR 71953

E-mail Address:

_____

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ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No.	**39.9.15**
Replacing:	Sheet No.	

Name of Company: **Rich Mountain Electric Cooperative, Inc.**

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

Part III. Rate Schedule No. 16

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 Rich Mountain Electric Cooperative, Inc.

1. Electricity rates, basic charges, and service fees, set by Rich Mountain Electric Cooperative, Inc. (RMECI) 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 RMECI.
3. My Net-Metering System is subject to the current rates of RMECI, and the rules and regulations of the Commission. RMECI may change its rates in the future with approval of the Commission or the Commission may alter its rules and regulations, or both may happen. If either or both occurs, my system will be subject to those changes.

By signing below, you acknowledge that you have read and understand the above disclaimer.

_____
Name (printed)

_____
Signature (Customer)

_____
Date

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ARKANSAS PUBLIC SERVICE COMMISSION

Original	Sheet No.	**39.9.16**
Replacing:	Sheet No.	

Name of Company: **Rich Mountain Electric Cooperative, Inc.**

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

Part III. Rate Schedule No. 16

Title: NON-LEGACY NET-METERING

PSC File Mark Only

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

FACILITIES AGREEMENT

This Facilities Agreement (the "Agreement") is entered into on the last date of a signature below (the "Effective Date") by and between Rich Mountain Electric Cooperative, Inc, a Cooperative organized and existing under the laws of the state of Arkansas ("Electric Utility"), and _____ ("Net-Metering Customer").

WHEREAS, Net-Metering Customer desires to erect a Net-Metering Facility to be interconnected to Electric Utility's system at or about the following location/coordinates in _____ County, Arkansas:
_____; and

WHEREAS, at Net-Metering Customer's request, the Electric Utility has caused a Facilities Study to be conducted with respect to Net-Metering Customer's Net-Metering Facility for the purpose outlined in Rule 3.04A of the Net-Metering Rules of the Arkansas Public Service Commission; and [NMR 3.04A]

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 consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Capitalized terms herein shall have the same meaning as may be found in the Net-Metering Rules of the Arkansas Public Service Commission. This Agreement is void and of no effect unless both parties sign it, unaltered, within 30 days of one another. Each party agrees to deliver their signed version of this Agreement to the other party within 24 hours of its signing

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ARKANSAS PUBLIC SERVICE COMMISSION

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Name of Company: **Rich Mountain Electric Cooperative, Inc.**

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

Part III. Rate Schedule No. 16

Title: NON-LEGACY NET-METERING

PSC File Mark Only

2. Net-Metering Customer elects to proceed with interconnection of the Net-Metering Facility. [NMR 3.04E]

3. Within 10 days of the Effective Date above, Net-Metering Customer agrees to execute all documents required by Electric Utility to establish an account in its name if no such account presently exists. [NMR 2.06A2]

4. Net-Metering Customer's appropriate portion of the Costs is $_____ which Net-Metering Customer agrees to remit to Electric Utility within 14 business days of the Effective Date above. [NMR 1.01(j); 2.03C; 3.04F]

SUBMITTED AND SO AGREED:	SUBMITTED AND SO AGREED:
(signature)	(signature)
(printed name & title of signer)	(printed name & title of signer)
(printed date of signature)	(printed date of signature)
(Cooperative)	(Net-Metering Customer)

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