

## Appendix A

### INTERCONNECTION AGREEMENT TERMS AND CONDITIONS

This Interconnection Agreement for Net Metering Facilities ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Clarksville Connected Utilities ("Utility") and \_\_\_\_\_ ("Customer"), 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(5) and the electric Utility's Net Metering Rules.

#### **Section 2. Governing Provisions**

The parties shall be subject to the provisions of Ark. Code Ann. §23-18-604 and the terms and conditions set forth in this Agreement, the Net Metering Rules, and the Utility's applicable rates.

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

The 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 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 Utility shall have the right to disconnect and lock out the Customer's facility from the Utility's electric system. The Customer's facility shall remain disconnected until such time as the Utility is reasonably satisfied that the conditions referenced in this Section have been corrected.

#### **Section 4. Interconnection**

Customer shall install a Utility furnished meter socket for the Utility's meter and any related interconnection equipment per the Utility's technical requirements, including safety and performance standards. Utility shall furnish and install a meter capable of net metering per section 3.2 (c). Customer shall deliver the as-available energy to the Utility at the Utility's meter.

### **Section 5. 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. CCU recommends that the Customer have an annual inspection of his net-metering facility. At any time CCU may request an inspection be completed at the expense of the net metering facility owner. If an inspection is completed it shall be filed with Clarksville Connected Utilities. The inspection must be signed by the inspector and the customer who owns the net-metering facility. Clarksville Connected Utilities, in its sole discretion, may disconnect the interconnection facility if the annual inspection is not filed as stipulated above or if that annual inspection identifies deficiencies.

### **Section 6. Access to Premises**

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

### **Section 7. Indemnity and Liability**

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 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 that party's negligence.

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 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 making replacements, additions or betterment to, the Customer's facilities by the Customer or any other person or entity.

**Section 8. Notices**

All written notices shall be directed as follows:

Clarksville Connected Utilities  
Attention: General Manager  
PO Box 1807  
400 West Main Street  
Clarksville, AR 72830

Customer notices to Utility shall refer to the Customer’s electric service account number set forth in Section 1 of this Agreement.

**Section 9. 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 10. 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 shall not assign this Agreement or any part hereof without the prior written consent of the Utility, and such unauthorized assignment may result in termination of this Agreement.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Customer:

Clarksville Connected Utilities

\_\_\_\_\_

\_\_\_\_\_

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

By: John D. Lester

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

Title: General Manager

Mailing Address:

Mailing Address:

\_\_\_\_\_

400 West Main Street

\_\_\_\_\_

Clarksville, AR 72830

## STANDARD INFORMATION

### Section 1. Customer Information

Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Facility Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Company Customer Account: \_\_\_\_\_

### Section 2. Generation Facility Information

System Type: Solar, Wind, Hydro, Geothermal, Biomass, Fuel Cell, Micro Turbine (Circle Type)

Generator Rating (KW): AC or DC (Circle One) Size \_\_\_\_\_

Inverter Manufacturer: \_\_\_\_\_

Inverter Model: \_\_\_\_\_

Inverter Location: \_\_\_\_\_

Inverter Power Rating: \_\_\_\_\_

### Section 3. Installation Information

Attach a detailed electrical diagram of the net metering facility (Page A-6).

Installed by: \_\_\_\_\_

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

City: State: Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Installation Date: \_\_\_\_\_

### Section 4. Certification

1. The system has been installed in compliance with the local Building/Electrical Code of **Clarksville, AR**. Signed (Inspector): \_\_\_\_\_  
Date: \_\_\_\_\_.
2. 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 (Owner): \_\_\_\_\_ Date: \_\_\_\_\_
3. The system has been installed in compliance with the **Clarksville Connected Utilities** Signed: \_\_\_\_\_ Date: \_\_\_\_\_