

# ARKANSAS PUBLIC SERVICE COMMISSION

1st Revised Sheet No. 71.1 Schedule Sheet 1 of 25

Replacing: Original Sheet No. 71.1

Entergy Arkansas, LLC  
Name of Company

Kind of Service: Electric Class of Service: As Applicable

## Part III. Rate Schedule No. 71

Title: Non-Legacy Net-Metering Service (NLN-M)

Docket No.: 23-070-TF  
Order No.: 6  
Effective: 3/1/24

PSC File Mark Only

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## 71.0. NON-LEGACY NET-METERING

### 71.1. DEFINITIONS

**71.1.1. 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 (i.e. customers who submit an SIA, Facilities Agreement, or complaint after September 30, 2024).

**71.1.2.** All other terms are as defined in Ark. Code Ann. 23-18-603.

### 71.2. AVAILABILITY

**71.2.1.** Service under the provisions of this tariff is available to any residential or any other customer who takes service under standard Rate Schedule No. 1, General Purpose Residential Service (RS), Rate Schedule No. 2, Optional Residential Time-Of-Use (RT), Rate Schedule No. 33, Residential Energy Management Time-Of-Use (REMT), Rate Schedule No. 4, Small General Service (SGS), Rate Schedule No. 5, Nonresidential General Farm Service (GFS), Rate Schedule No. 14, Agricultural Water Pumping Service (AP) Optional Monthly Rate (B), Rate Schedule No. 6, Large General Service (LGS), Rate Schedule No. 7, Large General Service Time-Of-Use (GST), Rate Schedule No. 8, Large Power Service (LPS), Rate Schedule No. 9, Large Power Service Time-Of-Use (PST), or Rate Schedule No. 41, Optional Interruptible Service Rider (OISR) for the instance where the APSC had an application and issued an order, before December 31, 2022, addressing an individual Net-Metering Customer's application for approval of that customer's Net-Metering Facility with a name plate generating capacity in excess of ten thousand kilowatts (10,000 kW), 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 Entergy Arkansas, LLC ("EAL" or the "Company") pursuant to the Net-Metering Rules and Ark. Code Ann. 23-18-601 *et. seq.* In accordance with the above, service under the provisions of this tariff is not available to any customer who takes service under any other rate schedule, including by not limited to, Rate Schedule No. 14, Agricultural Water Pumping Service (AP) Optional Monthly Rate (A), Rate Schedule No. 58, Peak Time

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Rebate Rider Pilot (PTR), Rate Schedule No. 62, Solar Energy Purchase Option (SEPO), Rate Schedule No. 64, Green Promise (GP), Rate Schedule No. 69, Large Power High Load Density Service (LPHLDS), Rate Schedule No. 70, Go ZERO (GZ) Option 1, Rate Schedule No. 41, Optional Interruptible Service Rider (OISR), except as provided above, Rate Schedule No. 68, Demand Adjustment Rider (DA), or Policy Schedule No. 14, Prepaid Electric Service Program.

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

**71.2.2.** 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).

### **71.3. MONTHLY BILLING RATE STRUCTURE, TERMS, AND CONDITIONS**

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

**71.3.2.** The Company shall separately meter, bill, and credit each Net-Metering Facility even if one (1) or more Net-Metering Facilities are under common ownership.

**71.3.3.** The Company shall separately meter the electric energy, measured in kWhs:

- (a) Supplied by the Company to the Net-Metering Customer; and
- (b) Fed back to the Company from the Net-Metering Customer's Net-Metering Facility at any time during the applicable billing period.

**71.3.4.** The Company 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 the Company pursuant to this rate schedule; and
- (c) Avoided Cost of the Company to all kWhs supplied to the Company 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.

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**71.3.5.** The Company shall credit the Net-Metering Customer with any accumulated Net-Metering Surplus as measured in dollars during the next applicable billing period.

**71.3.6.** Upon request from a Net-Metering Customer pursuant to Ark. Code Ann. 23-18-604(d)(2) and Net-Metering Rule 2.05(D), the Company 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 Company.
- (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 the 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 Net Metering Surplus is to be applied. The Net-Metering Customer cannot designate the rank order more than once during the Annual Billing Cycle.

### **71.3.7. Annual Avoided Cost Redetermination**

The Company 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 Company 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 Company's load zone in the Midcontinent 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.

Avoided Cost is located in Attachment A

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#### 71.4. ADDITIONAL CHARGES, FEES, AND REQUIREMENTS

**71.4.1.** The Company 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.

**71.4.2.** A standard one-time fee to recover administrative and related interconnection review costs to be assessed when a Standard Inconnection Agreement is submitted:

\$196.75 per Generation Meter less than 300 kW

\$667.60 per Generation Meter greater than or equal to 300 kW

\$31.50 per Additional Meter

Customer is responsible for all interconnection study costs and cost of interconnection.

#### 71.5. RENEWABLE ENERGY CREDITS

**71.5.1.** 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.

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

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**Avoided Cost Rate**

Billing Month	\$ per kWh
March 2024 through February 2025	\$0.0259
March 2025 through February 2026	\$0.0247

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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: \_\_\_\_\_

##### **Section 3. Generation Facility Information**

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

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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 Company conduct a preliminary interconnection site review for a proposed Net-Metering Facility if requested by the customer, the customer shall notify the Company 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 5 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 Company shall

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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 Company 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 Company shall make reasonable efforts to provide the customer with the results of the review within 30 calendar days. If the Company 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, if known.

The preliminary interconnection site review is non-binding and need only include existing data and does not require the Company to conduct a study or other analysis of the proposed interconnection site in the event that data is not readily available. The Company 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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### **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: \_\_\_\_\_

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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 Entergy Arkansas, LLC ("EAL" or the "Company") 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 Company's applicable tariffs.

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

The Company 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 Company 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 Company reasonably determines that either the facility may endanger the Company's personnel or other persons or property, or the continued operation of the Customer's facility may endanger the integrity or safety of the Company's electric system, the Company shall have the right to disconnect and lock out the Customer's facility from the Company's electric system. The Customer's facility shall remain disconnected until such time as the Company is reasonably satisfied that the conditions referenced in this Section have been

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corrected.

### **Section 4. Interconnection**

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

The Company 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 Company's meter and any related interconnection equipment per the Company'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 Company at least thirty (30) days prior to the date the customer intends to interconnect the Net-Metering Facilities to the Company'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. However, the Net-Metering Customer or Owner may submit the Standard Interconnection Agreement to the Company prior to receiving certification and signature from an inspector in Section 5. The Net-Metering 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 Company 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 Company 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 Company's existing facilities are not adequate to interconnect with the Net-Metering Facility, the Customer shall pay the cost of additional or reconfigured

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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 Company 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 Company. Such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Company's approval to operate the Customer's Net-Metering Facility in parallel with the Company'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 Company of, and the Company 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 Commissions' Net-Metering Rules and the Company's tariffs.

If the Customer makes such modification without the Company's prior written authorization and the execution of a new Standard Interconnection Agreement, the Company shall have the right to suspend Net-Metering service pursuant to the

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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 Company may enter the Customer's premises to inspect the Customer's protective devices and read or test the meter. The Company may disconnect the interconnection facilities without notice if the Company reasonably believes a hazardous condition exists and such immediate action is necessary to protect persons, or the Company'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 Company 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

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**Title: Non-Legacy Net-Metering Service (NLN-M)**

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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 Company, 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 Company of any changes in the information provided herein.

All written notices shall be directed as follows:

Attention:

Customer Service Net-Metering

ENTERGY ARKANSAS, LLC

P.O. Box 551

Little Rock, Arkansas 72203

Email: [NetMetering-Arkansas@entergy.com](mailto:NetMetering-Arkansas@entergy.com)

Attention:

[Customer]

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

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

City: \_\_\_\_\_

Email: \_\_\_\_\_

## ARKANSAS PUBLIC SERVICE COMMISSION

1<sup>st</sup> Revised

Sheet No. 71.16

Schedule Sheet 16 of 25

Replacing: Original

Sheet No. 71.16

Entergy Arkansas, LLC

Name of Company

Kind of Service: Electric

Class of Service: As Applicable

Docket No.: 23-070-TF

Order No.: 6

Effective: 3/1/24

**Part III. Rate Schedule No. 71**

**Title: Non-Legacy Net-Metering Service (NLN-M)**

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Customer notices to the Company 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 Company 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: \_\_\_\_\_



## ARKANSAS PUBLIC SERVICE COMMISSION

1<sup>st</sup> Revised

Sheet No. 71.17

Schedule Sheet 17 of 25

Replacing: Original

Sheet No. 71.17

Entergy Arkansas, LLC

Name of Company

Kind of Service: Electric

Class of Service: As Applicable

Docket No.: 23-070-TF

Order No.: 6

Effective: 3/1/24

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

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

**Customer:**

**Electric Utility:**

\_\_\_\_\_

Entergy Arkansas, LLC

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

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

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

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

Mailing Address:

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address:

E-mail Address:

\_\_\_\_\_

\_\_\_\_\_

**Third-Party Owner (if applicable):**

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

E-mail Address:

\_\_\_\_\_

## ARKANSAS PUBLIC SERVICE COMMISSION

1<sup>st</sup> Revised

Sheet No. 71.18

Schedule Sheet 18 of 25

Replacing: Original

Sheet No. 71.18

Entergy Arkansas, LLC

Name of Company

Kind of Service: Electric

Class of Service: As Applicable

Docket No.: 23-070-TF

Order No.: 6

Effective: 3/1/24

**Part III. Rate Schedule No. 71**

**Title: Non-Legacy Net-Metering Service (NLN-M)**

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### **STANDARD INTERCONNECTION AGREEMENT FOR NET-METERING FACILITIES**

#### **Disclaimer**

#### **POSSIBLE FUTURE RULES OR RATE CHANGES, OR BOTH AFFECTING YOUR NET-METERING FACILITY**

The following is a supplement to the Interconnection Agreement you signed with Entergy Arkansas, LLC ("EAL" or the "Company").

1. Electricity rates, basic charges, and service fees, set by the Company 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 the Company.
3. My Net-Metering System is subject to the current rates of the Company, and the rules and regulations of the Commission. The Company 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

1<sup>st</sup> Revised Sheet No. 71.19 Schedule Sheet 19 of 25

Replacing: Original Sheet No. 71.19

Entergy Arkansas, LLC  
Name of Company

Kind of Service: Electric

Class of Service: As Applicable

Docket No.: 23-070-TF

Order No.: 6

Effective: 3/1/24

### Part III. Rate Schedule No. 71

Title: **Non-Legacy Net-Metering Service (NLN-M)**

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## **NET-METERING FACILITIES REIMBURSEMENT AGREEMENT**

### **BY AND BETWEEN**

### **ENTERGY ARKANSAS, LLC**

### **And**

### **[CUSTOMER]**

This Net-Metering Facilities Reimbursement Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of [MONTH], [YEAR] between [CUSTOMER] ("Customer") and Entergy Arkansas, LLC., a limited liability company organized and existing under the laws of the State of Texas ("EAL" or the "Company").

WHEREAS, Company is an electric utility providing transmission and distribution service in Arkansas; and

WHEREAS, Customer is proposing to install a \_\_\_\_ [MW] (AC) Net-Metering Generation Facility located at [ ]; and

WHEREAS, the Company has determined certain facilities are required for the interconnection of Customer's Net-Metering Generation Facility, a copy of that determination is incorporated herein and attached hereto outlining the scope and estimated cost and construction duration of the required upgrades ("Attachment A"); and

WHEREAS, Company has agreed to undertake the required upgrades subject to Customer entering into this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Company and Customer hereby agree as follows:

1. The Customer shall obtain all necessary rights of way from all property owners over whose property the facilities shall be located, and complete the applicable form(s) supplied by the Company, that grants to the Company (or its successors and assigns) the rights and privileges to construct, maintain and operate said facilities. Such completed forms shall be appropriately signed and delivered to the Company prior to construction.

It is expressly understood that said rights of way and all electrical facilities erected for serving the Customer under this Agreement shall always be and

## ARKANSAS PUBLIC SERVICE COMMISSION

1<sup>st</sup> Revised Sheet No. 71.20 Schedule Sheet 20 of 25

Replacing: Original Sheet No. 71.20

Entergy Arkansas, LLC

Name of Company

Kind of Service: Electric

Class of Service: As Applicable

Docket No.: 23-070-TF

Order No.: 6

Effective: 3/1/24

### Part III. Rate Schedule No. 71

**Title: Non-Legacy Net-Metering Service (NLN-M)**

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- remain the property of the Company. The Company has the right to serve any other customers from said facilities or any extension thereof at any time.
2. Company agrees to conduct the engineering work, design work, procurement of materials and construction as more fully described in the attached Attachment A.
  3. Customer shall reimburse and pay Company for all costs, including but not limited to, materials costs, labor costs, labor costs adders, costs associated with third party vendors and consultants, costs associated with the procurement of real property rights, costs associated with securing all necessary approvals, taxes, capital suspense charges, overheads and associated tax gross up charges (said costs hereinafter referred to as "Reimbursable Costs"). The Class 3 total project cost estimate based on Attachment A is \$[ ], (hereinafter referred to as "Project Estimate") with a customer contribution amount calculated to be [ ] according to EAL's Rate Schedule No. 60, Extension of Facilities Policy. Therefore, as of the date of this Agreement, the Reimbursable Costs are estimated to be \$[ ]. It is understood that many variables, known and unknown, may impact this Project Estimate, and accordingly the Reimbursable Costs, significantly. However, irrespective of a change in the Project Estimate, Customer agrees that all such costs expended by Company associated with the Project and as described in Rate Schedule No. 60, Extension of Facilities Policy, shall be considered Reimbursable Costs.
  4. Customer shall be invoiced and must make payment for Reimbursable Costs upon receipt of invoice. The payments shall be remitted as single lump sum payment. It is expressly understood that Company may, from time to time, modify its Project Estimate, based upon its most current information regarding the Project. If, as a result of a change in the Project Estimate, the payment is modified, Company shall notify Customer of the modified payment in writing and the modified payment amount shall be effective upon completion of the required upgrades. In addition, Company reserves the right to request an additional lump sum payment to offset a shortfall in prior payments.
  5. Company, in its sole discretion, shall determine the commencement date and frequency for invoicing Customer for Reimbursable Costs. However, it is understood that Company shall not commence any work until the first payment is received.

## ARKANSAS PUBLIC SERVICE COMMISSION

1<sup>st</sup> Revised Sheet No. 71.21 Schedule Sheet 21 of 25

Replacing: Original Sheet No. 71.21

Entergy Arkansas, LLC

Name of Company

Kind of Service: Electric

Class of Service: As Applicable

Docket No.: 23-070-TF

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Effective: 3/1/24

### Part III. Rate Schedule No. 71

**Title: Non-Legacy Net-Metering Service (NLN-M)**

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6. Customer shall remit payment to Company in accordance with the instructions set forth on the invoice. If Customer fails to make payments in accordance with the instructions set forth on the invoice, Company, in its sole discretion, may immediately cease all activity on the Project. Company shall resume activity on the Project within 30 days of the date that full payment of all outstanding invoices is received, subject to the availability of Company crews and equipment. To the fullest extent allowed by law, Customer fully indemnifies, releases and holds harmless Company for any and all damages, losses, claims and cause of action, including but not limited to damages associated with loss of revenues, loss of product and special, consequential and indirect damages, resulting from Company's cessation of activity or any delay in resuming activity.
7. Unless otherwise indicated on any invoice, all payments shall be made via wire transfer or check pursuant to Company's instructions.
8. It is expressly understood that Customer shall be responsible for making timely payments of invoices irrespective of the completion of the Project or Customer's expansion of its facilities.
9. The Parties intend that all payments or property transfers made by Customer to Company for the installation of the Company's interconnection facilities, network upgrades, system protection facilities, distribution upgrades, and generator upgrades (hereinafter referred to as "Interconnection Facilities") shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws. In accordance with IRS Notice 2016-36, Customer represents and covenants that (i) ownership of the electricity generated at Customer's Generation Facility will pass to another party prior to the transmission of the electricity on the Company's transmission system or distribution system, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Company for the Interconnection Facilities will be capitalized by Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 2016-36, is reasonably expected to carry only a de minimis amount of electricity

## ARKANSAS PUBLIC SERVICE COMMISSION

1<sup>st</sup> Revised Sheet No. 71.22 Schedule Sheet 22 of 25

Replacing: Original Sheet No. 71.22

Entergy Arkansas, LLC

Name of Company

Kind of Service: Electric

Class of Service: As Applicable

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Effective: 3/1/24

### Part III. Rate Schedule No. 71

**Title: Non-Legacy Net-Metering Service (NLN-M)**

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- in the direction of the Customer's Generation Facility. For this purpose, "de minimis amount" means no more than five (5) percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 2016-36. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment. At Company's request, Customer shall provide Company with a report from an independent engineer confirming its representation in clause (iii), above. Company represents and covenants that the cost of the Interconnection Facilities paid for by Customer will have no net effect on the base upon which Company's rates are determined.
10. Company reserves the right to terminate this Agreement for any of the following reasons: (1) the Arkansas Public Service Commission (APSC) takes any action that, in the opinion of Company, adversely affects the approval of the Project, (2) the APSC or any other administrative agency or judicial body takes any action that, in the opinion of Company, modifies, alters or amends any of the terms and conditions of this Agreement or affects the intent of this Agreement that Company fully recover the Reimbursable Costs, or results in an adverse effect to Company, (3) there is an occurrence that adversely affects Customer's financing of the Project, or (4) Customer fails to comply with any material terms of this Agreement. Termination of this Agreement shall be effective upon receipt by Customer of twenty-four (24) hours' advance written notification from Company of Company's desire to terminate the Agreement. In the event of termination, Customer shall remain responsible for all Reimbursable Costs incurred by Company through the effective date of termination. In addition, Customer shall be responsible for any additional charges, including but not limited to, cancellation charges, demobilization charges, charges associated with the ordering and purchasing of materials incurred by Company, irrespective of termination. To the fullest extent allowed by law, Customer fully indemnifies, releases and holds harmless Company for any and all damages, losses, claims and causes of action, including but not limited to damages associated with loss of revenues, loss of product and special, consequential and indirect damages, resulting from Company's termination of this Agreement.
11. Customer shall have the right to cancel the Project at any time. Cancellation shall be effective upon receipt by Company of twenty-four (24) hours' advance written notification from Customer of Customer's desire to cancel

## ARKANSAS PUBLIC SERVICE COMMISSION

1<sup>st</sup> Revised Sheet No. 71.23 Schedule Sheet 23 of 25

Replacing: Original Sheet No. 71.23

Entergy Arkansas, LLC

Name of Company

Kind of Service: Electric

Class of Service: As Applicable

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### Part III. Rate Schedule No. 71

**Title: Non-Legacy Net-Metering Service (NLN-M)**

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- the Project. In the event of cancellation, Customer shall remain responsible for all Reimbursable Costs incurred by Company through the effective date of cancellation. In addition, Customer shall be responsible for any additional charges incurred following the effective date of cancellation, including but not limited to, cancellation charges, demobilization charges, charges associated with the ordering and purchasing of materials incurred by Company, irrespective of cancellation.
12. It is expressly understood that this Agreement confers no ownership rights or interest to Customer in the facilities to be constructed by Company pursuant to this Agreement.
  13. It is expressly understood that notwithstanding this Agreement, Customer remains responsible for any study costs or upgrade costs otherwise identified or required by the Midcontinent Independent System Operator, Inc related to the interconnection of the Net-Metering Generation Facility to the extent not already incorporated into Attachment A.
  14. All notices, requests, consents and other communications hereunder shall be in writing and shall be addressed to the parties as follows:

**COMPANY:**           **Entergy Arkansas, LLC.**  
Jason Otwell  
9 Entergy Court  
Little Rock, AR 72211  
Telephone: 5019186556  
Email: jotwell@entergy.com

### **CUSTOMER:**

Notices under this Agreement shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused. Any changes in the names or addresses set out in this provision shall be through notice in conformity with the requirements of this provision.

15. Except as expressly allowed above, no waiver, addition, deletion, or modification of any provision contained in this Agreement shall be binding unless in writing and signed by duly-authorized representatives of both parties. Once an Amendment to this Agreement is made, it shall be deemed

## ARKANSAS PUBLIC SERVICE COMMISSION

1<sup>st</sup> Revised Sheet No. 71.24 Schedule Sheet 24 of 25

Replacing: Original Sheet No. 71.24

Entergy Arkansas, LLC

Name of Company

Kind of Service: Electric

Class of Service: As Applicable

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Effective: 3/1/24

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incorporated as of its effective date, unless expressly stated to the contrary in the Amendment.

16. Customer shall not assign this Agreement in whole or in part without the prior written consent of Company which consent may be withheld for any reason and any such purported assignment shall be null and void and, at Company's option, will constitute a material breach of this Agreement. No assignment of this Agreement, even if consented to by Company, shall relieve Customer of its responsibilities under this Agreement. Any assignee of Customer must agree in writing to all terms and conditions of this Agreement.
17. The failure of either party to insist upon or enforce, in any instance, strict performance by the other of any of the terms of this Agreement or to exercise any rights herein or therein conferred shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such terms or rights on any future occasion.
18. It is agreed that if any clause or provision of this Agreement is by the courts held to be illegal or void, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the parties shall be enforced as if this Agreement did not contain such illegal or void clauses or provisions.
19. The provisions of this Agreement that by their nature continue shall survive any termination or cancellation of this Agreement, including all obligations or rights that exist as a result of an event or the failure of an event prior to or at the time of expiration or termination of this Agreement.
20. By its execution of this Agreement, Customer represents and warrants that it has secured all necessary approvals to enter this Agreement.
21. This Agreement shall be governed by and construed under the laws of the State of Arkansas.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



## ARKANSAS PUBLIC SERVICE COMMISSION

Original Sheet No. 71.25 Schedule Sheet 25 of 25

Replacing: Sheet No.

Entergy Arkansas, LLC  
Name of Company

Kind of Service: Electric

Class of Service: As Applicable

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### Part III. Rate Schedule No. 71

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ENTERED INTO AS OF THE DATE FIRST ABOVE WRITTEN.

[Customer]

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

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

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

ENTERGY ARKANSAS, LLC.

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

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

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

Customer Billing Information

Contact:

Address:

Or e-mail PDF Invoice to:

Tax ID: