

**BEFORE THE  
ARKANSAS PUBLIC SERVICE COMMISSION**

**IN THE MATTER OF AMENDMENTS )  
TO THE ARKANSAS PUBLIC SERVICE )  
COMMISSION’S RULES CONCERNING ) DOCKET NO. 12-060-R  
METER AGGREGATION AND COMBINED )  
BILLING FOR NET-METERING )  
CUSTOMERS )**

**COMMENTS FILED BY  
SOUTHWESTERN ELECTRIC POWER COMPANY**

Comes now Southwestern Electric Power Company (SWEPCO or Company) and submits its Comments as directed by the Arkansas Public Service Commission (APSC or Commission) in Order No. 9 of this Docket, regarding the proposed standard tariff as filed by the General Staff (Staff).

Order No. 7 of this Docket adopted the Net Metering Rule amendments as proposed by Order No. 4. The Commission directed by Order No. 8 that the General Staff file proposed conforming revisions to the Standard Net Metering Tariff (Tariff) and any necessary revisions to the Standard Net Metering Agreement. On September 17, 2013 Staff filed its proposed Standard Net Metering Tariff. Staff also stated that the amendments to the Net Metering Rules (NMRs) did not affect the provisions of the Standard Interconnection Agreement for Net Metering Facilities (Agreement) and therefore no revisions were proposed for the Agreement.

SWEPCO concurs with Staff’s proposed revisions to the Tariff. However, SWEPCO believes that one addition to the Standard Interconnection Agreement would be appropriate. Specifically, the NMRs provide for the application of net excess generation to additional

accounts held in the same name of the net metering customer. The customer must identify the additional accounts and provide a rank order in the event there are multiple accounts. SWEPCO proposes the Agreement should provide acknowledgement of additional accounts and that the rank order be documented in the form of an addendum to the Agreement. Therefore, SWEPCO recommends that an addition be made to Section 1 of the Agreement providing for this acknowledgement and that an addendum be added to the Agreement. A red-line of the Agreement with the proposed addendum is provided in Attachment A to these Comments.

SWEPCO appreciates the opportunity to provide comments on the proposed Tariff and Agreement and respectfully requests that consideration be given to the revision proposed by SWEPCO.

Respectfully submitted,

SOUTHWESTERN ELECTRIC POWER  
COMPANY

/s/ Stephen K. Cuffman

BY \_\_\_\_\_

Stephen K. Cuffman (75026)  
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Attorney for SWEPCO

**CERTIFICATE OF SERVICE**

I, Stephen K. Cuffman, attorney for SWEPCO, state that I have on this 25th day of September, 2013 provided a copy of the foregoing document to all parties in this docket via electronic mail.

/s/ Stephen K. Cuffman  
Stephen K. Cuffman

**ATTACHMENT A**

**STANDARD INTERCONNECTION AGREEMENT  
FOR NET METERING FACILITIES  
Southwestern Electric Power Company - State of Arkansas**

**I. STANDARD INFORMATION**

**Section 1. Customer Information**

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

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

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

Facility Location (if different from above): \_\_\_\_\_

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

Utility Customer Account (from electric bill): \_\_\_\_\_

Net excess generation ranking for additional accounts: ( )Yes ( )No

If yes, please complete and attach Addendum.

**Section 2. Generation Facility Information**

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

Generator Rating (kW): \_\_\_\_\_ AC or DC (circle one)

Describe Location of Accessible and Lockable Disconnect: \_\_\_\_\_

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

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

**Section 3. 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 4. Certification**

1. The system has been installed in compliance with 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.)

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: \_\_\_\_\_

**Section 5. E-mail Addresses for Parties**

1. Customer's e-mail address: \_\_\_\_\_
2. Utility's e-mail address: \_\_\_\_\_ (To be provide by utility.)

**Section 6. Utility Verification and Approval**

1. Facility Interconnection Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Metering Facility Verification by: \_\_\_\_\_ Verification Date: \_\_\_\_\_

**II. INTERCONNECTION AGREEMENT TERMS AND CONDITIONS**

This Interconnection Agreement for Net Metering Facilities ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ ("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(6) and the Arkansas Public Service Commission'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 tariffs.

**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 deliver the as-available energy to the Utility at the Utility's meter.

Utility shall furnish and install a standard kilowatt-hour meter. Customer shall provide and install a meter socket for the Utility's meter and any related interconnection equipment per the Utility's technical requirements, including safety and performance standards.

The Customer 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 4 of the Standard Interconnection Agreement must be completed 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 notification by the Customer as specified in Rule 3.01.C, the Utility shall review the plans of the facility and provide the results of its review to the Customer 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.

To prevent a net metering customer 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. This requirement for a manual disconnect switch will be waived if the following three conditions are met: 1) The inverter equipment must be designed to shut down or disconnect and cannot be manually overridden by the Customer upon loss of utility service; 2) The inverter must be warranted by the manufacturer to shut down or disconnect upon loss of utility service; and 3) The inverter must be properly installed and operated by the Customer, and inspected and/or tested by utility personnel.

Customer, at his own 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 his own expense, shall meet all safety and performance standards adopted by the Utility and filed with and approved by the Commission pursuant to Rule 3.01.F 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 Utility. Such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the 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.

Modifications or changes made to a net metering facility shall be evaluated by the Utility prior to being made. The Customer shall provide detailed information describing the modifications or changes to the Utility in writing prior to making the modifications to the net metering facility. The Utility shall review the proposed changes to the facility and provide the results of its evaluation to the Customer within thirty (30) calendar days of receipt of the Customer's proposal. 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.

**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.

**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 others from damage or interference caused by the Customer's facilities, or lack of properly operating protective devices.

**Section 7. Indemnity and Liability**

The following is applicable to Agreements between the Utility and to all Customers 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 Utility, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other liability of any nature or kind, arising out of the engineering, design, construction, ownership, maintenance or operation of, or the making of replacements, additions or betterment to, or by failure of, the Customer's facilities by the Customer or any other person or entity.

**Section 8. Notices**

All written notices shall be directed as follows:

For the Utility:

American Electric Power  
Attention: Customer Services Manager  
1 Riverside Plaza  
Columbus, OH 43215-2373

For the Customer:

Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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:  
\_\_\_\_\_

Utility:  
\_\_\_\_\_

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

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

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address:

American Electric Power  
1 Riverside Plaza  
Columbus, OH 43215-2373

Email Address:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

**ADDENDUM TO STANDARD INTERCONNECTION AGREEMENT –  
EXCESS GENERATION DESIGNATION**

**Made a Part of Standard Interconnection Agreement for Net Metering Facilities Dated  
\_\_\_\_\_ between Southwestern Electric Power Company (Company) and  
\_\_\_\_\_ (Customer)**

Customer designates Company to apply any monthly excess net metering generation from  
Customer account number \_\_\_\_\_ to the following Customer account(s) in  
the rank order as provided:

1. Account #: \_\_\_\_\_
2. Account #: \_\_\_\_\_
3. Account #: \_\_\_\_\_
4. Account #: \_\_\_\_\_

Customer understands all accounts must be in Customer’s name and the designation of excess  
net metering generation may not be assigned more than once during the net metering annual  
billing cycle (12 months ending December).

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

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

Customer:  
\_\_\_\_\_

Utility:  
\_\_\_\_\_

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

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

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

Mailing Address:  
American Electric Power  
1 Riverside Plaza  
Columbus, OH 43215-2373

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

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