

**WASHINGTON ELECTRIC COOPERATIVE, INC.
POLICY MANUAL**

POLICY BULLETIN NO. 418

SUBJECT:

Rules and Regulations for Distributed Resources (DR) with Net Billing

PURPOSE:

To provide for the safety of consumers, Cooperative personnel and the public in general, and to assure reliable electric service consistent with the Cooperative's Operational Policy relating to DR facilities, the following rules and regulations are established for the interconnection and operation of consumer-owned or operated DR facilities. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Cooperative's Operational Policy for DR facilities.

PROCEDURE AND POLICY:

I. The following rules and regulations apply to all Qualifying Facilities having a capacity of not more than 5 MVA, and to all DR facilities that are not Qualifying Facilities but that are approved by Buckeye Power, Inc. ("Buckeye") and the Cooperative. Qualifying Facilities of more than 5 MVA of capacity will be treated on an individual case by case basis. These rules and regulations apply to both existing and proposed installations and are subject to change from time to time as may be deemed necessary or desirable by the Cooperative or as may be required by governmental authorities.

- A. All consumers wishing to interconnect a DR facility to the Cooperative distribution system shall submit for Cooperative review and approval detailed electrical circuit diagrams of the installation, equipment nameplate data for interface devices and control systems and a site plan. Such submittal shall be in sufficient detail to provide reasonable assurance that the DR facility can at all times be operated in a safe, reliable and lawful manner. Without limiting the generality of the foregoing, the owner or operator of the DR facility shall submit to the Cooperative a completed Application for Distributed Resource in the form attached hereto as Attachment 1, subject to such additional changes as the President/General Manager of the Cooperative may deem necessary or appropriate and shall submit any application fee as may be required by the Cooperative as noted on the application. For residential solar projects under 25 kW-DC, the simplified Application for Residential Solar Generation Facility in the form attached hereto as Attachment 1-A may be used. As a part of its application review process, the Cooperative may require an opinion as to the safety and reliability of the system from a licensed professional engineer. No DR facility shall be interconnected and synchronized with the Cooperative's electric

system without the Cooperative's advance approval of such facility as being in compliance with these rules and regulations.

- B. If a consumer's completed application indicates that the DR facility at issue is a Qualifying Facility, the interconnection and related rights and obligations of the Cooperative and the consumer shall be governed pursuant to the agreements set forth in Paragraphs (S), (T), and (U) below. If a consumer's completed application indicates that the DR facility at issue is not a Qualifying Facility, the interconnection and/or operation of such facilities shall be governed pursuant to the agreements set forth in Paragraphs (Q) and (R) below. Only the "Responsible Party," i.e. the owner or operator of a DR facility that is proposed for interconnection to the Cooperative's distribution system, may apply for interconnection and contract with the Cooperative for the interconnection of a DR facility.
- C. The Cooperative shall clearly explain all costs to be recovered from an applicant with respect to the application process or the interconnection of a DR facility prior to the incurrence of such costs, and shall incur said costs only upon the applicant's authorization thereof. The Cooperative may require separate, non-refundable deposits from an applicant prior to processing the consumer's application for the interconnection and/or operation of a DR facility, and prior to the actual interconnection of a Qualifying Facility or a Permitted Synchronized Generation Facility in such amounts as are sufficient to insure the applicant's intent to interconnect and/or operate the DR facility in accordance with the terms hereof.
- D. The Cooperative may require that the owner or operator of a DR facility enter into a system study agreement, in substantially the form attached hereto as Attachment 2, subject to such additional changes as the President/General Manager of the Cooperative may deem necessary or appropriate, setting forth the terms and conditions upon which the Cooperative will perform a system impact study to assess the ability of the existing Cooperative system to accommodate the connection and safe operation of the DR facility, including the cost to be paid by the DR facility owner or operator for such study. The owner or operator shall pay for all costs associated with any addition or alteration to the Cooperative's system required for metering and for the safe and reliable operation of the DR facility in parallel with the Cooperative's electric system, including those set forth in the system impact study. Where alterations to the Cooperative's electric system are required due to the collective presence of two or more DR facilities operating in parallel with the Cooperative, the cost of such additions or alterations shall be shared by those owners or operators on an equitable basis to be determined by the Cooperative.
- E. The completed installation must meet all applicable local, state and national codes, regulations or other laws, and electric utility standards for the safety of the public and personnel responsible for utility electric power system operations,

maintenance and repair, and is subject to inspection by any authorities having jurisdiction before commencement of operation; the Responsible Party is responsible for such compliance. The installation of any Qualifying Facility or Permitted Synchronized Generation Facility that will operate in parallel with the Cooperative distribution system must comply with the Cooperative's Technical Guidelines for Interconnection and Parallel Operation attached hereto as Attachment 3. The Cooperative may inspect or require a test of the facility at any time without advance notice.

- F. An approved disconnecting device operable by the Cooperative and suitable for disconnecting the DR facility may be required. Any such device shall be operated in accordance with the procedures agreed to by the owner or operator and the Cooperative.
- G. After the initial installation and acceptance by the Cooperative of a DR facility, the owner or operator shall obtain approval from the Cooperative prior to making any revisions to the DR facility, interface equipment, control devices, or protective system.
- H. The control and protective system and site plan of the DR facility must be approved by the Cooperative. The control and protective system must operate in accordance with these safety and reliability standards:
 - 1. The system shall provide for the immediate automatic shutdown or separation of the DR facility's generator and storage devices from the Cooperative's lines in the event of any of the following conditions, whether emanating from the Cooperative's system or the DR facility:
 - a. Momentary or extended interruption of power on the Cooperative's lines serving the DR facility.
 - b. Deviation of frequency or voltage on the Cooperative's lines serving the DR facility from within the Cooperative's normal standards.
 - c. If the DR facility is operating in parallel with three phase service, existence of abnormal rotation of phases or existence on any phase or phases of a condition listed in (a) or (b) above.
 - 2. The shutdown or separation shall continue until the interruption, deviation, or abnormal condition listed in (1) above has been eliminated and all applicable parameters listed in (1) above are returned to within the Cooperative's normal standards.
- I. In the event the Cooperative determines, in its sole judgment, that the DR facility poses any safety hazard to any person or property, poses a hazard to the reliability of the Cooperative's electric system or any system with which it is connected,

unreasonably interferes with the use and enjoyment of property by any person, or that the DR facility's protective equipment is operating improperly, the Cooperative, through its authorized personnel, shall have the right to enter onto the property where the DR facility is located and immediately disconnect the DR facility from its lines.

- J. Cooperative shall have access rights to the DR facility during normal business hours and all emergency situations.
- K. Cooperative shall require the Responsible Party for any DR facility interconnected to and operating in parallel with Cooperative's distribution system to be responsible for the safe and effective operation and maintenance of the facility and to demonstrate that the facility will be capably developed, constructed and operated, maintained, and repaired.
- L. The owner or operator shall pay all costs of changes for safety purposes or repairs or losses due to adverse effects on the equipment or facilities of other consumers or the Cooperative itself caused by the connection or operation of a DR facility.
- M. Should parallel operation of a DR facility cause interference or adversely affect voltage, frequency, harmonic content, or power factor in the Cooperative's or other consumers' services, the Cooperative may require disconnection of the DR facility from the Cooperative's electric system until the condition has been corrected.
- N. The Cooperative may require such liability insurance coverage by the DR facility owner or operator as the Cooperative determines in its sole judgment to be appropriate in the circumstances, and the owner or operator shall provide such proof of insurance coverage as may be required by the Cooperative. Review or testing of the DR facility by the Cooperative does not constitute assumption of liability by the Cooperative for the safe, reliable and lawful operation of the DR facility.
- O. If the owner or operator of the DR facility fails to comply with the above rules and regulations, or if the DR facility at any time constitutes a safety hazard or hazard to the reliability of the Cooperative's electric system or any system with which it is connected or is in violation of any code, regulation or law, the Cooperative may at any time require termination of operation of the DR facility and the owner or operator shall be liable for any loss, damage or injury resulting from such failure, hazard or violation.
- P. Connections between a DR facility and the electric system of the Cooperative shall only be made pursuant to a written contract between the Cooperative and the owner or operator of such facility which shall be in accordance with applicable laws as well as the applicable rules, regulations, policies and rate schedules of the Cooperative.

- Q. If a DR facility is a Permitted Synchronized Generation Facility, and will therefore interconnect to and operate in parallel with Cooperative's electric distribution system, Cooperative shall require the owner or operator of such facility to enter into an Agreement for Electric Service with an Appendix, in substantially the form attached hereto as Attachment 4, subject to such additional changes as the President/General Manager of the Cooperative may deem necessary or appropriate, setting forth the terms and conditions for synchronization of generation, which shall be in accordance with applicable laws as well as the applicable rules, regulations, policies and rate schedules of the Cooperative.
- R. If a DR facility is operated for purposes of minimizing the consumer's contribution to a PJM 5-CP System Annual Demand, i.e. peak-shaving, Cooperative may enter into an agreement with consumer and Buckeye, in substantially the form attached hereto as Attachment 5, subject to such additional changes as the President/General Manager of the Cooperative may deem necessary or appropriate, setting forth the terms and conditions upon which Cooperative will sell to consumer and install, and Buckeye will control the activation of, a peak warning device.
- S. If (i) a DR facility is a non-residential consumer's Qualifying Facility up to 100 kW, or a residential consumer's Qualifying Facility up to 25 kW, and (ii) the output of such facility is not reasonably anticipated to exceed the annual electric energy requirements of the consumer, Cooperative shall require the owner or operator of such facility to enter into:
1. An agreement setting forth the terms and conditions for the interconnection and parallel operation of such Qualifying Facility, in substantially the form attached hereto as Attachment 6, subject to such additional changes as the President/General Manager of the Cooperative may deem necessary or appropriate; and
 2. An agreement setting forth the terms and conditions for electric service with net billing for such Qualifying Facility, in substantially the form attached hereto as Attachment 7, subject to such additional changes as the President/General Manager of the Cooperative may deem necessary or appropriate, and attaching the Net Billing Rate Schedule, in substantially the form attached hereto as Attachment 8, subject to such additional changes as the President/General Manager of the Cooperative may deem necessary or appropriate.
 3. For residential solar projects, in lieu of the above referenced agreements attached hereto as Attachments 6 and 7, a simplified agreement setting forth the terms and conditions for the interconnection and parallel operation of the residential solar project and the terms and conditions for

electric service with net billing for such residential solar project, in substantially the form attached hereto as Attachment 6-A, may be used. Such agreement shall be subject to such additional changes as the President/General Manager of the Cooperative may deem necessary or appropriate, and attaching the Net Billing Rate Schedule, in substantially the form attached hereto as Attachment 8, subject to such additional changes as the President/General Manager of the Cooperative may deem necessary or appropriate.

- T. If (i) a DR facility is a non-residential consumer's Qualifying Facility greater than 100 kW, or a residential consumer's Qualifying Facility greater than 25 kW, but not more than 5 MVA, or (ii) the output of a non-residential consumer's Qualifying Facility up to 100 kW or a residential consumer's Qualifying Facility up to 25 kW is reasonably anticipated to exceed the annual electric energy requirements of the consumer, the Cooperative shall require the owner or operator of such facility to enter into:
1. An agreement setting forth the terms and conditions for the interconnection and parallel operation of such Qualifying Facility, in substantially the form attached hereto as Attachment 9 subject to such additional changes as the President/General Manager of the Cooperative may deem necessary or appropriate; and
 2.
 - a. If the consumer is selling the net output of the Qualifying Facility to Buckeye, an agreement setting forth the terms and conditions for back-up and supplementary electric service, in substantially the form attached hereto as Attachment 10, subject to such additional changes as the President/General Manager of the Cooperative may deem necessary or appropriate, and attaching the Back-Up and Supplementary Electric Service Rate Schedule, in substantially the form attached hereto as Attachment 11, subject to such additional changes as the President/General Manager of the Cooperative may deem necessary or appropriate; or
 - b. If the consumer is selling the gross output of the Qualifying Facility to Buckeye, the Cooperative's standard agreement for electric service and regular retail rate schedule, subject to such additional changes as the President/general Manager of the Cooperative may deem necessary or appropriate.
- U. If a DR facility is a Qualifying Facility greater than 5 MVA and Buckeye, the Cooperative member, and the consumer have agreed on the terms and conditions for service, the Cooperative shall require the owner or operator of such facility to enter into such agreements as determined on a case by case basis.

RESPONSIBILITY:

It shall be the responsibility of the General Manager/CEO and Director of Engineering and Operations to administer the provisions of this policy. The Cooperative shall reconsider, and if necessary update, this policy every five years or more frequently as circumstances warrant.

APPROVED BY THE BOARD OF TRUSTEES:

DATE ADOPTED: October 28, 2021

DATE REVIEWED: _____

DATE REVISED: _____

APPLICATION FOR DISTRIBUTED RESOURCE

Return Completed Application to: Washington Electric Cooperative, Inc.
Attention: Engineering Coordinator
440 Highland Ridge Rd, Marietta, OH 45750

Customer's Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Service Point Address: _____

Information Prepared and Submitted By: _____
(Name and Address) _____

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated for interconnection with the Cooperative's Distribution System.

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Kilowatt Rating (95 F at location) _____

Kilovolt-Ampere Rating (95 F at location): _____

Power Factor: _____

Voltage Rating: _____

Ampere Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to interconnect the generator and operate in parallel with the Cooperative's electric distribution facilities?: _____ Yes _____ No

If Yes, do you plan to export power?: _____ Yes _____ No

If Yes, maximum amount expected: _____

If Yes, do you expect the amount of exported energy to exceed your requirements for electric energy at the service address on an annual basis?: _____ Yes _____ No

Estimated annual requirements for electric energy at the service address: _____ Kilowatt-hours

Do you plan to use the output of the facility to serve your electric load? _____ Yes _____ No

Do you plan to retain, or sell to the Cooperative or its parent, the generator's environmental attributes (i.e. renewable energy credits)? _____ Retain _____ Sell

Expected Energizing and Start-up Date _____

Normal Operation: (examples: provide power to meet base load, demand

management, standby, back-up, other) (please describe) _____

One-line diagram attached: _____ Yes

Have testing results been supplied to the Cooperative documenting conformance with the Cooperative's technical requirements: _____ Yes [Note: Requires a Yes for complete Application.]

Have all necessary government permits and approvals been obtained for the project prior to this application: _____ Yes [Note: Requires a Yes for an Application to be considered complete.]

Has the generator been certified as a qualifying cogeneration or small power production facility under the Public Utility Regulatory Policies Act of 1978: _____ Yes [Note: Generator must be certified as a qualifying cogeneration or small power production facility to export power.]

Have the generator manufacturer machine characteristics been supplied to the Company:

_____ Yes [Note: Requires a Yes for complete Application.]

Layout sketch showing lockable, "visible" disconnect device: _____ Yes

Application fee: _____ Yes \$ _____

Checks are payable to

_____ at _____

DATE:

[CUSTOMER NAME]

By: _____
(Signature)

Name: _____

Title: _____



Washington Electric Cooperative, Inc.

A Touchstone Energy® Cooperative 

APPLICATION FOR RESIDENTIAL SOLAR GENERATION FACILITY (< OR = 25 KW-DC)

Return Completed Application to: Washington Electric Cooperative, Inc.
Attention: Engineering Coordinator
440 Highland Ridge Rd, Marietta, OH 45750
Or email to: becky.woodby@weci.org

Member's Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address:

Service Address: _____

Information Prepared and Submitted By: _____

Telephone Number: _____

Email Address:

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated for interconnection with the Cooperative's Distribution System.

SOLAR GENERATOR DETAILS

PV Module Rating (W-DC): _____

Number of PV Modules: _____

Total PV Module Rating (kW-DC): _____

Inverter Type (String, Micro, or Other): _____

Number of Inverters: _____

Manufacturer: _____

Individual Inverter Rating (kW-AC) _____

Total Rating of all combined Inverters (kW-AC) _____

Do you plan to interconnect the generator and operate in parallel with the Cooperative's electric distribution facilities?: _____ Yes _____ No

Estimated annual production of electric energy from solar generation: _____ Kilowatt-hours

Estimated annual requirements for electric energy at the service address: _____ Kilowatt-hours

Expected Energizing and Start-up Date _____

This application requires the following to be considered complete:

- One-line diagram
- Site drawing that shows location of inverter, modules, meter, and accessible disconnect switch
- Spec sheet for inverter(s)
- Spec sheet for PV module(s)
- Payment of Application Fee

Application fee: _____ Yes \$ 0.00

Checks are payable to

Washington Electric Cooperative, Inc.

DATE:

[CUSTOMER NAME]

By: _____
(Signature)

Name: _____

Title: _____

System Study Agreement
_____ Distributed Resource Facility near _____, Ohio

_____ (**Customer**) agrees to reimburse _____ (**the Cooperative**) for its actual full costs, including applicable overheads, in conducting the study summarized herein. The study cost is anticipated to be approximately \$ _____. Customer understands that the cost identified here is an estimate, and the actual study cost may be higher or lower. The charge shall not exceed the actual cost of the study.

Cooperative requests that an executed System Study Agreement be received by Cooperative within 7 days of Customer's receipt of this System Study Agreement. A refundable deposit of \$ _____ will be required to start the study.

Per the Study Scope below, this study will determine the impact on the Cooperative distribution system in interconnecting this new Distributed Resource Facility, and the details/cost of the facilities necessary for interconnecting this Distributed Resource Facility with the Cooperative distribution system as well as any system additions/upgrades that are needed. Cooperative will submit a written report following the conclusion of this study. Cooperative estimates that this study will require _____ to _____ weeks to complete after its commencement date. Any change of scope after the study has been started may lengthen the study completion time and change the estimated cost of the study.

Study Scope: Customer desires to interconnect a _____ MW Distributed Resource Facility with the Cooperative's distribution system. The Distributed Resource Facility is a _____ located near _____, Ohio. The Customer desires to interconnect the Distributed Resource Facility on _____.

Cooperative will study the impact of the new Distributed Resource Facility on the Cooperative distribution system, the facilities and system upgrades required to interconnect, and the costs associated with the interconnection and distribution system upgrades, if any.

Data/Connection Requirements: Cooperative has received data from Customer to initiate the study and will request additional information as required.

Cooperative may engage consultants and third party contractors to conduct all or any part of the system study. Cooperative will pass through to the Customer the cost of any such consultants and third party contractors. Additional system studies may be required by the applicable transmission owner and transmission provider/operator. The Customer will be responsible for the cost of any required system studies conducted by such transmission owner and transmission provider/operator and will pay these costs directly to the entities involved.

Date Authorized by Customer

By: _____

Title: _____

Tax ID: _____

Fax Number: _____

Date Received by Cooperative

Deposit

\$ _____

Washington Electric Cooperative, Inc.
Technical Guidelines
for Interconnection and Parallel Operation

APPLICABILITY

These rules apply to interconnection and parallel operation of DR (Distributed Resource) equipment that, in sum, is rated less than 10 MVA on radially operated Cooperative distribution lines up to 12.47 kV three phase (7.2 kV single phase). Interconnections to higher voltage lines will be made at the discretion of the Cooperative.

1.0 DEFINITIONS

Distributed Resource (DR)/ DR Facility – Any source of electric power that is not directly connected to the bulk power transmission system, having an installed capacity of not more than 10 MVA, connected to Cooperative’s electric power system through a point of common coupling, including both generators and energy storage technologies, including any qualifying cogeneration or small power production facility meeting all definitional requirements under the Public Utility Regulatory Policies Act of 1978, as amended, and all governmental regulations lawfully promulgated thereunder (Qualifying Facility), as well as any Permitted Synchronized Generation Facilities.

Flicker – A variation of input voltage sufficient in magnitude and duration to allow visual observation of a change in electric lighting source intensity, as defined in IEEE Standard 141-1993. See Also Exhibit 1, attached, specifically the curve “Border Line of Visibility”.

Facilities Study – An engineering study conducted to determine the modifications to the existing cooperative system that will be needed to accommodate connection and safe operation of the DR Facility.

Harmonic Distortion – Distortion of the normal sine waveform; typically caused by nonlinear loads or by inverters attached to the system on customer premises.

Interconnection Agreement – A legal contract for the connection of the DR Facility to the Cooperative’s lines, specifying the location, size, cost, manner of payment, terms of operation, and respective responsibilities of the Cooperative and the DR Facility owner.

Permitted Synchronized Generation Facilities – Electric generation facilities equal to or greater than 25 kW but not more than 10 MVA, other than Qualifying Facilities, owned or operated by manufacturers and similar large commercial and industrial electric power and energy consumers in parallel operation with adjacent electric distribution facilities of the Cooperative under circumstances where (A) such generation facilities are

operated for the sole purpose of (1) providing back-up generation when it is anticipated that there is a possibility of interruption of generation service provided by the Cooperative, or (2) minimizing or eliminating the consumer's contribution to a PJM 5-CP System Annual Demand, or (3) testing the consumer's electric facilities, and (B) no electric power and energy will be introduced into the electric system of the Cooperative or any other entity.

Point of Common Coupling – The point at which a DR Facility is connected to the Cooperative's electric distribution system.

Radially Operated System – An electric distribution system that is normally operated with only one supplying line connected to a load at any one time.

Single Phasing Condition – Occurs when electric flow through one phase of a three phase supply line or device is interrupted.

Short Circuit Contribution – The result, expressed as a percentage, of dividing the maximum short circuit contribution of the DR Facility (or Facilities) by the short circuit contribution available from the Cooperative's system, without the DR Facility (or Facilities).

Supplemental Review - Review of functional technical requirements to determine acceptability of equipment to be used to connect and safely operate the DR Facility on the Cooperative's lines.

System Impact Study – An engineering study to assess the ability of the existing cooperative system to accommodate connection and safe operation of the DR Facility.

Unintentional Island – An unplanned condition where a portion of the Cooperative's electric distribution system that is physically disconnected from the Cooperative's power supply remains energized as a result of power supplied by one or more DR facilities.

2.0 CUSTOMER DESIGN REQUIREMENTS

For an interconnection to be safe to Cooperative employees and equipment and to other customers, the following minimum conditions are required to be met by DR Facilities. At the discretion of the Cooperative, additional conditions may be required to be met:

- 2.1 DR Facilities must meet all applicable national, state, and local construction, operation and maintenance related safety codes, such as National Electrical Code (NEC), National Electrical Safety Code (NESC), and Occupational Safety and Health Administration (OSHA) requirements. All interconnections of DR Facilities must comply with IEEE 1547 – Standard for Interconnecting Distributed Resources with Electric Power Systems, approved June 12, 2003, and IEEE 1547.1 – Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems, approved June 9, 2005, which standards are incorporated herein.
- 2.2 DR Facility owner must provide the Cooperative with a one-line diagram showing the configuration of the proposed DR system, including the protection and controls, disconnection devices, nameplate rating of each device, power factor rating, transformer connections, and other information deemed relevant by the DR owner and/or the Cooperative. If the proposed DR system does not pass the screening process for simplified interconnection, Exhibit 2 attached hereto, additional information may be necessary from the DR Facility owner, and Cooperative system changes may be required. In no event, other than from a Qualifying Facility, shall a consumer deliver into the electric distribution system of the Cooperative any of the electric power or energy, ancillary services (including, without limitation, reactive power), or other output of a DR facility. The owner or operator of the DR Facility, other than a Qualifying Facility, shall provide, install, own, operate and maintain, at its own cost and expense, all facilities and equipment as are required to prevent delivery into the Cooperative’s electric distribution system of any of the electric power or energy, ancillary services (including, without limitation, reactive power), or other output of the DR Facility.
- 2.3 DR equipment must be equipped with adequate protection and control to trip¹ the unit off line during abnormal² system conditions, according to the following requirements:
 - 2.3.1 Undervoltage or overvoltage within the trip time indicated below. By agreement of both the DR owner and the Cooperative, different settings maybe used for the under voltage and over voltage trip levels or time delays.

¹ To trip is to automatically (without human intervention required) open the appropriate disconnection device to separate the DR equipment from the power system.

² Abnormal system conditions include faults due to adverse weather conditions including but not limited to, floods, lightning, vandalism, and other acts that are not under the control of the Cooperative. This may also result from improper design and operation of customer facilities resulting from non-compliance with accepted industry practices.

V= Nominal System Voltage	Maximum Trip Time
$V < 50\%$	10 cycles
$50\% \leq V < 88\%$	120 cycles
$110\% < V < 120\%$	60 cycles
$V \geq 120\%$	6 cycles

2.3.2 For three phase generation, loss of balanced three-phase voltage or a single phasing condition within the trip times indicated in 2.3.1 when voltage on at least one phase reaches the abnormal voltage levels.

2.3.3 Underfrequency or overfrequency: All DR Facilities shall follow the associated Cooperative distribution line frequency within the range 59.3 Hz to 60.5 Hz. DR Facilities rated at less than 10 kW shall disconnect from the Cooperative within 10 cycles if the frequency goes outside this range. A DR rated more than 10 kW shall (1) disconnect from the Cooperative within 10 cycles if the frequency exceeds 60.5 Hz, and (2) be capable of time delayed disconnection for frequencies in the range 59.3 Hz to 57 Hz. By agreement of both the DR operator and the Cooperative, different settings may be used for the under frequency and over frequency trip levels or time delays.

2.4 DR equipment requires the following additional protection to avoid damage to the Cooperative's system during normal, as well as abnormal system conditions.

2.4.1 Synchronizing controls to insure a safe interconnection with the Cooperative's distribution system. The DR equipment must be capable of interconnection with minimum voltage and current disturbances. Synchronous generator installations, as well as other types of installations, must meet the following: slip frequency less than 0.2 Hz, voltage deviation less than $\pm 10\%$, phase angle deviation less than ± 10 degrees, breaker closure time compensation (not needed for automatic synchronizer that can control machine speed).

2.4.2 A disconnect switch to isolate the DR equipment for purposes of safety during maintenance and during emergency conditions. The Cooperative may require a disconnect device to be provided, installed by, and paid for by the customer, which is readily accessible to and operable and lockable by Cooperative personnel, either at the primary voltage level, which shall include a lockable disconnect and a visible open, may include load-break cutouts, switches and elbows, or on the secondary voltage level, which may include a secondary breaker or switch. The switch must be clearly labeled as a DR disconnect switch.

2.5 DR equipment must have adequate fault interruption and withstand capacity, and adequate continuous current and voltage rating to operate properly³ with the Cooperative's system. A three-phase device shall interrupt all three phases simultaneously. The tripping control of the circuit interrupting device shall be powered independently of the utility AC source, for example by a battery or stored energy device, in order to permit operation upon loss of the Cooperative distribution system connection.

2.6 Test results shall be supplied by the manufacturer or independent testing lab that verify, to the satisfaction of the Cooperative, compliance with the following requirements contained in this document⁴:

- 2.6.1 Over/Under Voltage Trip Settings (ref. 2.3.1)
- 2.6.2 Over/Under Frequency Trip Settings (ref 2.3.3)
- 2.6.3 Synchronization (ref 2.4.1)
- 2.6.4 Harmonic Limits (tested at 25%⁵ of full load rating or at a level as close to the minimum level of rated output the unit is designed to operate as practical and at a level as close to 100% of full load rating as practical) (ref 2.7)
- 2.6.5 DC Current Injection Limits (Inverters) (ref 2.8)
- 2.6.6 Anti-Islanding (Inverters) (2.13)
- 2.6.7 Prevent Connection or Reconnection to De-energized System (ref 2.14)

If test results are acceptable to the Cooperative and if requested by a manufacturer, the Cooperative may supply a letter indicating the protective and control functions for a specific DR Facility model are approved for interconnection with the Cooperative's distribution system, subject to the other requirements in this document. The Cooperative reserves the right to review the suitability of previously approved protective and control functions.

The DR Facility owner shall have the DR Facility inspected by the Cooperative and any required local inspectors (i) to verify correct protective settings and connections of the DR Facility to the Cooperative system prior to the first parallel operation, and (ii) shall have testing performed to the satisfaction of the Cooperative to verify proper operation of the DR Facility.

2.7 Harmonics and Flicker: The DR equipment shall not be a source of excessive harmonic voltage and current distortion and/or voltage flicker. Limits for harmonic distortion (including inductive telephone influence factors) will be as published in the latest issues of ANSI/IEEE 519, "Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems." Flicker occurring at the point

³ Properly, in this context, means within the acceptable Cooperative or industry established practices.

⁴ For photovoltaic systems, a certification that the testing requirements of UL 1741 have been met may be used in place of these tests.

⁵ If the device is not designed to operate at this level, then the test should be at the lowest level at which it is designed to operate.

of compliance shall remain below the Border Line of Visibility curve on the IEEE/GE curve for fluctuations less than 1 per second or greater than 10 per second. However, in the range of 1 to 10 fluctuations per second, voltage flicker shall remain below 0.4%. Refer to Exhibit 1. When there is reasonable cause for concern due to the nature of the generation and its location, the Cooperative may require the installation of a monitoring system to permit ongoing assessment of compliance with these criteria. The monitoring system, if required, will be installed at the DR owner's expense. Situations where high harmonic voltages and/or currents originate from the distribution system are to be addressed in the Interconnection Agreement.

- 2.8 DC Current Injection from inverters shall be maintained at or below 0.5% of full rated inverter output current into the point of common coupling.
- 2.9 The DR Facility's generated voltage shall follow, not attempt to oppose or regulate, changes in the prevailing voltage level of the Cooperative at the point of common coupling, unless otherwise agreed to by the operators of the DR Facility and the Cooperative. DR Facilities installed on the downstream (load) side of the Cooperative's voltage regulators shall not degrade the voltage regulation provided to the downstream customers of the Cooperative to service voltages outside the limits of ANSI 84.1, Range A.
- 2.10 System Grounding: The DR Facility shall be grounded in accordance with applicable codes. The interconnection of the DR equipment with the Cooperative's system shall be compatible with the neutral grounding method in use on the Cooperative's system. For interconnections through a transformer to Cooperative system primary feeders of multi-grounded, four-wire construction, or to tap lines of such systems, the maximum unfaulted phase (line-to-ground) voltages on the Cooperative system primary feeder during single line-to-ground fault conditions with the Cooperative system source disconnected, shall not exceed those voltages which would occur during the fault with the Cooperative system source connected and no DR Facilities connected.
- 2.11 System Protection: The DR owner is responsible for providing adequate protection to Cooperative facilities for conditions arising from the operation of generation under all Cooperative distribution system operating conditions. The owner is also responsible for providing adequate protection to their facility under any Cooperative distribution system operating condition whether or not their DR is in operation. Such conditions may include but are not limited to:
 1. Loss of a single phase of supply,
 2. Distribution system faults,
 3. Equipment failures,
 4. Abnormal voltage or frequency,
 5. Lightning and switching surges,
 6. Excessive harmonic voltages,

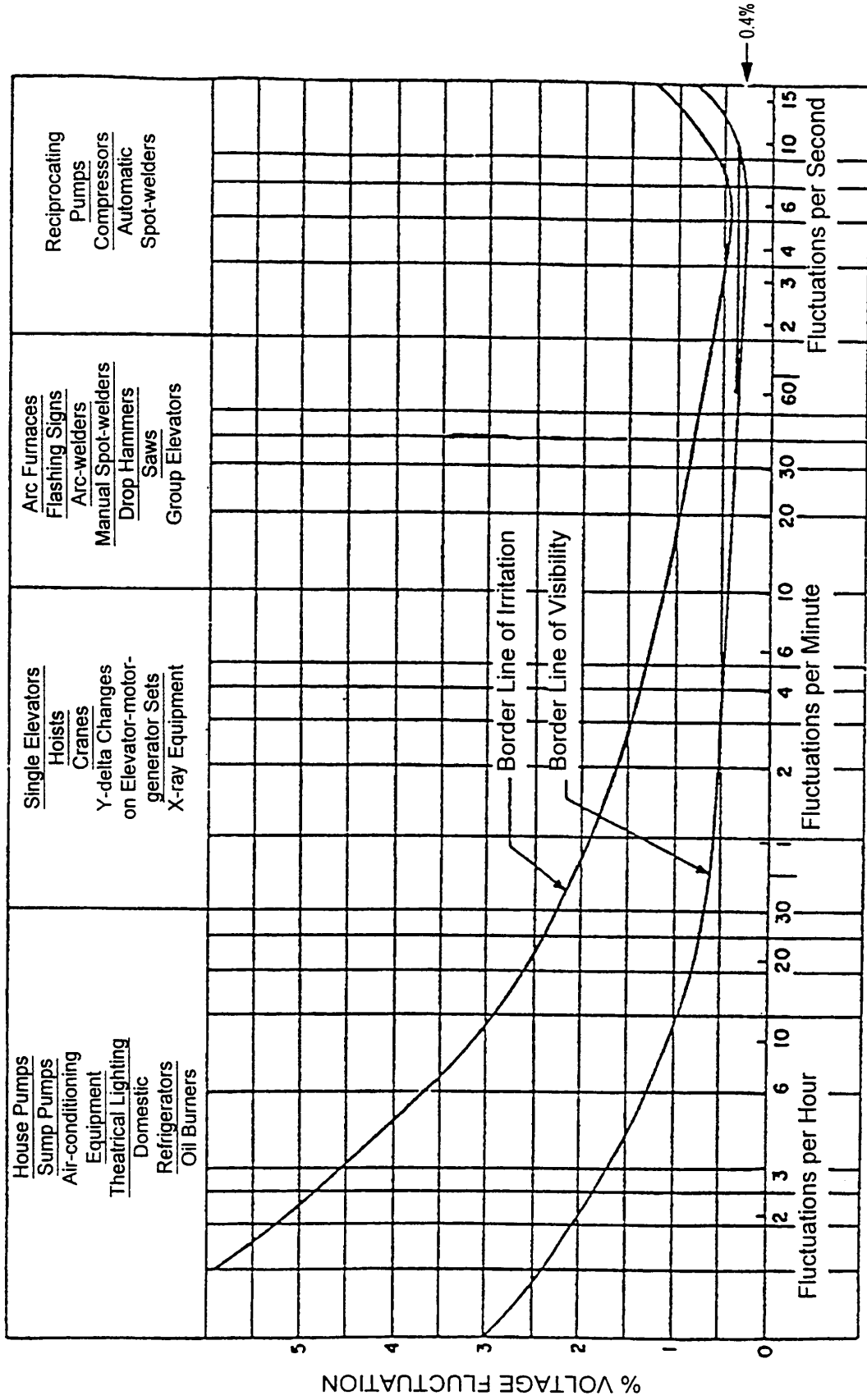
7. Excessive negative sequence voltages,
 8. Separation from supply,
 9. Synchronizing generation, and
 10. Re-synchronizing the Owner's generation after electric restoration of the supply.
- 2.12 Feeder Protective Coordination. In the case of a Cooperative protective function initiating a trip of a Cooperative protective device, the DR Facility protection and controls shall be designed to coordinate with the Cooperative protective device, and shall isolate the DR Facility from the Cooperative's lines.
- 2.13 Unintentional islanding: For an unintentional island in which the DR and a portion of the Cooperative's system remain energized through the point of common coupling, the DR shall cease to energize the Cooperative system.
- 2.14 The DR shall be designed to prevent the DR Facility from being connected to a de-energized Cooperative system. The customer should not reconnect the DR Facility to the Cooperative's system after a trip from a system protection device until the Cooperative's system is re-energized for a minimum of five minutes.
- 2.15 If the customer connects a backup generator directly to the customer's wiring to serve any load on the customer's site, he shall utilize a double-throw transfer switch in order to ensure that no power is fed back onto the Cooperative's distribution system. *This is a critical safety requirement.*
- 2.16 Voltage deviation from normal Cooperative line voltage at the point of common coupling caused by the DR Facility shall not under any condition exceed 3%, calculated by dividing the maximum deviation from average line voltage by the average line voltage, with the result multiplied by 100.

3.0 CUSTOMER OPERATING PROCEDURES

- 3.1 If high-voltage, low-voltage, or voltage flicker complaints arise from other customers due to the operation of customer DR, the customer may be required to disconnect his or her generation equipment from the Cooperative's system until the problem has been resolved.
- 3.2 The operation of the DR equipment must not result in harmonic currents or voltages at the point of common coupling that will interfere with the Cooperative's metering accuracy and/or proper operation of facilities and/or with the loads of other customers. Such adverse effects may include, but are not limited to heating of wiring and equipment, over voltage, communication interference, etc. If such a condition is found, the Cooperative may require the DR Facility to be disconnected from the Cooperative lines until the problem is resolved.

- 3.3 The DR Facility owner must discontinue parallel operation when requested by the Cooperative after prior notice. If the Cooperative has notified the DR Facility owner that an emergency situation exists, the DR Facility owner shall immediately discontinue parallel operation of the DR Facility with the Cooperative's lines.

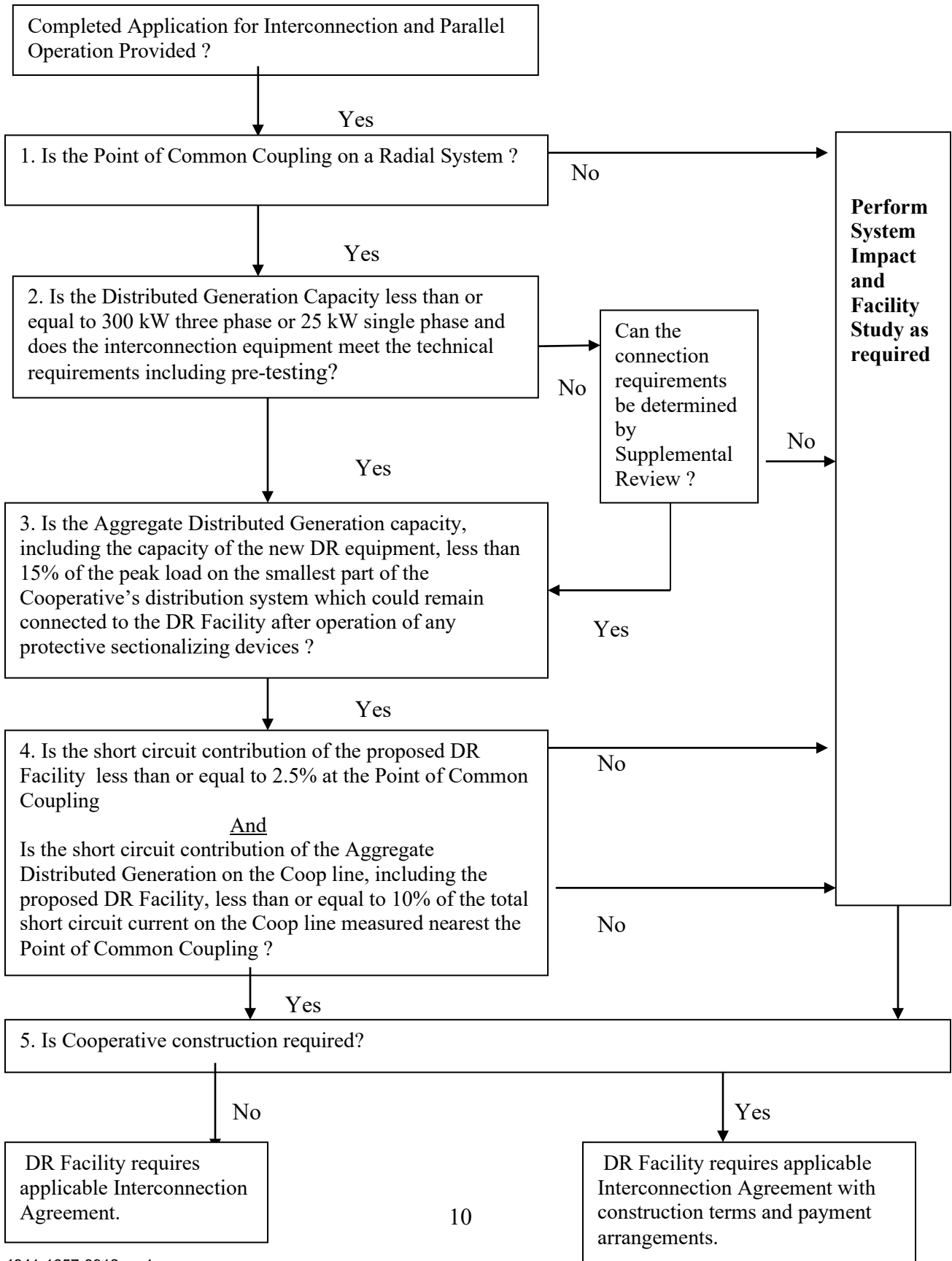
Exhibit 1



Composite curve of voltage flicker studies by General Electric Company, *General Electric Review*, August 1925; Kansas City Power & Light Company, *Electrical World*, May 19, 1934; T&D Committee, EEI, October 24, 1934, Chicago; Detroit Edison Company; West Pennsylvania Power Company; Public Service Company of Northern Illinois.

Relations of Voltage Fluctuations to Frequency of Their Occurrence (Incandescent Lamps)

INTERCONNECTION REQUEST SCREENING PROCESS



AGREEMENT FOR ELECTRIC SERVICE

This Agreement, made as of the ____ day of _____, 20__ , between _____ (hereinafter called “the Power Company”) and _____ (hereinafter called the “Consumer”), for electric service at _____, Ohio, _____, Power Company Location No. _____ (hereinafter called the “Premises”);

WITNESSETH:

WHEREAS, the Power Company is a not-for-profit corporation organized under the laws of the State of Ohio engaged in the business of selling electric power and energy at retail with its principal place of business located at _____; and

WHEREAS, the Consumer is [a _____ organized under the laws of the State of _____ doing business in the State of Ohio, which] or [an individual who] owns and operates all land and facilities located on the Premises; and

WHEREAS, the Consumer has or will install on the Premises certain consumer-owned electric generating facilities of approximately ____ MW in the aggregate, which electric generating facilities (the “Electric Generating Facility”) are more particularly described in Exhibit E to the Appendix hereto; and

WHEREAS, the Consumer desires to interconnect the Electric Generating Facility to the Power Company’s electric distribution system and to use the output of the Electric Generating Facility for the purposes set forth in the Appendix hereto; and

WHEREAS, the Power Company desires to sell, and the Consumer desires to purchase, electric power and energy to meet the requirements of Consumer’s electric consuming facilities located on the Premises, including the Electric Generating Facility, under the terms and conditions hereinafter set forth; and

WHEREAS, a single meter has been or will be installed for the Power Company’s Location No. _____ at the Premises, which meter is capable of registering the flow of electricity from Power Company’s electric distribution system to Consumer’s electric consuming facilities on the Premises at the point of interconnection; and

WHEREAS, _____ receives retail electric service from the Power Company at Location No. _____ for service to _____ located on the Premises.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, the Power Company shall sell and deliver to the Consumer, and the Consumer shall purchase and receive, all of the electric power and energy which the Consumer may need at the Premises up to _____ kW, except for any such electric demand and energy which is served by Consumer's Electric Generating Facility in accordance with the terms and conditions of the Appendix hereto.

2. Service hereunder shall be alternating current, _____ phase, _____ cycles, _____ volts for Location No. _____.

3. The Consumer shall pay the Power Company for service hereunder at the rate and upon the terms and conditions set forth in the Power Company's _____, which is attached hereto and made a part of this Agreement as if fully restated herein. The Power Company's _____ will be superseded by any new or amended _____ or any successor rate schedule as approved from time to time by the Board of Trustees of the Power Company. Payment for the service provided hereunder shall be made at the office of the Power Company, or at such other place as the Power Company shall hereafter designate in writing.

4. If the Consumer shall fail to make any such payment within fifteen (15) days after such payment is due, the Power Company may discontinue service to the Consumer upon giving no less than fifteen (15) days written notice to the Consumer of its intention to do so, provided however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

5. The Consumer is or shall become a member of the Power Company and be bound by such rules and regulations as may from time to time be adopted by the Power Company.

6. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of electric power and energy and shall not sell or transfer to others the electric power and energy purchased hereunder, without permission of the Power Company; provided, however, that Consumer may operate the Electric Generating

Facility upon the terms and conditions and for the purposes set forth in this Agreement and the Appendix hereto.

7. The Consumer shall use the output of the Electric Generating Facility for the purposes set forth in the Appendix hereto.

8. Whenever the Power Company's facilities located at the Premises are relocated solely to suit the convenience of the Consumer, the Consumer shall reimburse the Power Company for the entire cost incurred in making such change.

9. (a) The Power Company will use reasonable diligence in furnishing a regular and uninterrupted supply of electric power and energy, but does not guarantee uninterrupted service. The Power Company shall not be liable for damages or other losses in case such supply is interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, governmental action, loss of power supply, breakdowns or injury to the machinery, transmission or distribution lines or other facilities of the Power Company, repairs, maintenance or any cause beyond the Power Company's control; provided, however, that in no event shall the Power Company be liable for personal injury, wrongful death, property damage or other losses not caused by or due to the gross negligence or willful and wanton misconduct of the Power Company; provided, further, however, that in no event shall the Power Company be liable for consequential damages of any nature whatsoever in case such supply of power and energy should be interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed; and provided further that the failure of the Consumer to receive electric power and energy because of any of the aforesaid conditions shall not relieve the Consumer of its obligation to make payments to the Power Company as provided herein.

(b) The point at which service is delivered by the Power Company to the Consumer at Power Company Location No. _____ on the Premises, to be known as the "point of interconnection", shall be the point at which the Consumer's electric consuming facilities located on the Premises are connected to the Power Company's electric distribution system. The Power Company shall not be liable for any loss, injury or damage resulting from the Consumer's use of its facilities or equipment or occasioned by the power and energy furnished by the Power Company beyond the point of interconnection.

(c) The Consumer shall provide and maintain suitable protective devices on its equipment to prevent any loss, injury or damage that might result from any fluctuation or irregularity in the supply of electric power and energy. The Power Company shall not be liable for any loss, injury or damage resulting from any fluctuation or irregularity in the supply of power and energy which could have been prevented by the use of such protective devices.

(d) The Power Company will provide and maintain the necessary lines or service connections, metering and other apparatus which may be required for the proper measurement of and rendition of its service. All such apparatus shall be owned and maintained by the Power Company. A single meter will be installed at the Power Company Location No. _____ at the Premises, which meter shall be capable of registering the flow of electricity from the Power Company's electric distribution system to Consumer's electric consuming facilities located on the Premises at the point of interconnection.

10. In the event of loss or injury to the property of the Power Company through misuse by, or the negligence of, the Consumer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Power Company by the Consumer.

Consumer will be responsible for any person tampering with, interfering with, or breaking the seals or meters or other equipment of the Power Company installed at the Premises. The Consumer hereby agrees that no one except the employees of or persons duly authorized by the Power Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Power Company. The Consumer shall provide the Power Company reasonable access at all times to the Power Company's meters and other facilities of the Power Company located on the Premises.

11. Metering equipment used in determining the demand and amount of electric power and energy supplied hereunder shall be tested and calibrated, if required, by the Power Company. If any metering equipment shall be found inaccurate, it shall be restored to the extent possible to a 100.0% accurate condition; or new metering equipment to the extent necessary shall be substituted so that, as far as possible, 100.0% accuracy shall always be maintained. The Consumer shall have the right to request that a special meter test be made at any time. In the event a test made at the Consumer's request discloses that the meter tested is registering correctly, or within two percent (2%) above or below 100.0% accuracy at full load, Consumer shall bear the expense of such meter test.

The results of all such tests and calibrations shall be open to examination by the Consumer and a report of every requested test shall be furnished to the Consumer. Any meter tested and found to be not more than two percent (2%) above or below 100.0% accuracy at full load, shall be considered to be accurate in so far as correction of billing is concerned. If as a result of any test, any meter is found to register in excess of two percent (2%) above or below 100.0% accuracy at full load, then the readings of such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond the last regular monthly billing period occurring prior to the day on which inaccuracy is discovered by such test, and no correction shall be made for a longer period than that during which it may be determined by mutual agreement of the parties involved that the inaccuracy existed. The Power Company will bear the cost of the meter test if any meter is found to register in excess of two percent (2%) above or below 100.0% accuracy at full load.

For any period that metering equipment is found to have failed wholly, or in part, to register and for which no alternate metering is available, it shall be assumed that the demand established, or electric energy delivered, as the case may be, during said period is the same as that for a period of like operation during which such meter was in service and operating.

12. Duly authorized representatives of the Power Company shall be permitted to enter the Premises at all reasonable times in order to carry out the provisions hereof.

13. This Agreement shall begin on the date first written above and shall continue until the ten year anniversary of the commencement of the term of this Agreement unless extended, terminated or cancelled. This Agreement shall automatically renew for successive periods of one (1) year each, unless either party provides notice of termination at least 90 days prior to the end of the then current term, in which case the Agreement shall terminate at the end of the then current term. Power Company may terminate this Agreement at any time upon material breach by Consumer of its obligations under this Agreement.

14. (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent.

(b) This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of laws provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS:

WITNESS:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

APPENDIX

TERMS AND CONDITIONS FOR SYNCHRONIZATION OF GENERATION

ARTICLE 1 – DEFINITIONS

Whenever used in this Appendix, the following terms shall have the following meanings:

“Agreement” shall mean the Agreement for Electric Service dated as of _____, between Power Company and the Consumer to which this Appendix is attached and made a part thereof, plus all applicable schedules and addendum thereto.

“Buckeye” shall mean Buckeye Power, Inc. and its successors and assigns.

“Emergency” shall mean a condition or situation (i) that in the judgment of Power Company or Consumer is imminently likely to endanger life or property, (ii) that in the sole judgment of Power Company is imminently likely to adversely affect or impair the Power Company Distribution System or the electrical or transmission systems of others to which the Power Company Distribution System is directly or indirectly connected, including, without limitation, the transmission system of Transmission Owner, or (iii) that in the sole judgment of the Consumer is imminently likely to adversely affect or impair the Facility.

“Facility” shall mean the Consumer’s electric generating units identified in Exhibit E hereof, the output of which is approximately ____ MW in the aggregate.

“Good Utility Practice” shall mean any of the practices, methods and acts engaged in or approved by a significant proportion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts.

“Interconnection Facilities” shall mean all facilities presently in place or presently proposed to be installed, as identified in Exhibit A hereof, or facilities which are later installed, in order to interconnect the Facility to the Power Company Distribution System, including System Protection Facilities.

“Interconnection Service” shall mean the services provided by the Power Company to permit the interconnection and synchronized operation of the Facility with the Power Company Distribution System pursuant to the terms of this Appendix. The term does not include and the Consumer shall not have any right to deliver into the Power Company Distribution System any of the electric power or energy, ancillary services (including, without limitation, reactive power), or other output of the Facility.

“Metering Equipment” shall mean all metering equipment currently installed at the Facility and other metering equipment to be installed at the Facility as described in Exhibit B hereof.

“NERC” shall mean the North American Electric Reliability Council, and any successor thereto.

“PJM” shall mean PJM Interconnection, LLC, and any successor thereto.

“PJM 5-CP System Annual Demand” shall mean any of the five highest hourly kW coincident demands of all of the members of PJM as measured and determined by PJM for purposes of determining Buckeye’s annual PJM capacity charges, or such other hourly kW demands used by PJM to determine Buckeye’s responsibility for annual PJM capacity charges, for the applicable PJM planning year (June 1 – May 31), as determined by Buckeye from time to time.

“Point of Interconnection” shall mean the point or points, shown in Exhibit A hereof, where the Consumer’s Interconnection Facilities interconnect with the Power Company Distribution System.

“Power Company Distribution System” shall mean all electric distribution facilities owned or controlled by Power Company on Power Company’s side of the Point of Interconnection, including, without limitation, Power Company’s Interconnection Facilities.

“ReliabilityFirst” shall mean ReliabilityFirst Corporation, one of the regional reliability councils of NERC formed to promote reliability and adequacy of bulk power supply of the electric utility systems in North America, and any successor thereto.

“System Protection Facilities” shall mean the equipment required in order (1) to protect (a) the Power Company Distribution System, the systems of others directly or indirectly connected to the Power Company Distribution System, including, without limitation, the transmission system of Transmission Owner, and Power Company’s customers from faults or other electrical disturbances occurring at the Facility or otherwise on Consumer’s side of the Point of Interconnection, and (b) the Facility from faults or other electrical disturbances occurring on the Power Company Distribution System or on the systems of others to which the Power Company Distribution System is directly or indirectly connected, including, without limitation, the transmission system of Transmission Owner, and (2) to prevent any flow of power or energy, ancillary services (including, without limitation, reactive power), or other output of the Facility onto the Power Company Distribution System.

“Transmission Owner” shall mean _____, owning transmission facilities to which the Power Company Distribution System is interconnected, and its successors and assigns.

“Transmission Provider” shall mean _____, providing transmission service through facilities owned by Transmission Owner, and its successors and assigns.

ARTICLE 2 – INTERCONNECTION SERVICE

Subject to the terms and conditions of the Agreement and this Appendix, Power Company shall provide Consumer with Interconnection Service for the Facility for the term of the Agreement.

ARTICLE 3 – OPERATION AND MAINTENANCE

3.1 Operation, Maintenance and Control of the Facility. The Consumer shall own, operate, maintain and control the Facility and Consumer’s Interconnection Facilities and System Protection Facilities (a) in a safe and reliable manner, (b) in accordance with Good Utility Practice, (c) in accordance with applicable operational and reliability criteria, protocols, and directives, including those of NERC, ReliabilityFirst, the Power Company, Transmission Owner and Transmission Provider (including, without limitation, those requirements of Power Company set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof), and (d) in accordance with the provisions of this Appendix. Consumer may operate the Facility in parallel and in synchronization with the electric power and energy provided by Power Company to Consumer pursuant to the Agreement, as an auxiliary or supplement to such electric power and energy; provided, however, that such operations by Consumer shall be limited solely to one of the following: (a) providing back-up service to Consumer while an interruption or interference of electric service from Power Company to Consumer is occurring, (b) providing back-up service to Consumer when an interruption or interference of electric service from Power Company to Consumer is reasonably anticipated by the Consumer to occur but only until such interruption or interference ceases to occur or until such interruption or interference is no longer reasonably anticipated to occur, (c) reducing the electric demand of the electric consuming facilities owned and operated by Consumer within the contiguous land area owned by Consumer in _____ County, Ohio, and served by Power Company, when a PJM 5-CP System Annual Demand is reasonably anticipated to occur but only until such PJM 5-CP System Annual Demand is no longer reasonably anticipated to occur or has ceased to occur, (d) reducing the electric demand of the electric consuming facilities owned and operated by Consumer within the contiguous land area owned by Consumer in _____ County, Ohio, and served by Power Company, when, but only for so long as, Buckeye issues a peak warning signal for the purposes described in (c) above or for such other purposes as Buckeye may deem appropriate in its sole discretion; (e) testing of the Facility; and (f) when requested by both the Power Company and Buckeye, if agreed to by the Consumer.. Buckeye and Power Company shall have no responsibility whatsoever to notify Consumer when an interruption of electric service or a PJM 5-CP System Annual Demand is reasonably anticipated to occur or is no longer reasonably anticipated to occur or when an interruption of electric service or a PJM 5-CP System Annual Demand has ceased to occur. Notwithstanding anything herein to the contrary, in no event shall Consumer deliver into the Power Company Distribution System any of the electric power or energy, ancillary services (including, without limitation, reactive power), or other output of the Facility. Consumer shall provide, install, own, operate and maintain, at its own cost and expense, all facilities and equipment as are required to prevent delivery into the Power Company Distribution System of any of the electric power or

energy, ancillary services (including, without limitation, reactive power), or other output of the Facility.

3.2 Protection and System Quality. Consumer shall, at its expense, provide, install, own, operate and maintain System Protection Facilities, including such protective and regulating devices as are required by NERC, ReliabilityFirst, the Power Company, Transmission Owner or Transmission Provider, or by order, rule or regulation of any duly-constituted regulatory authority having jurisdiction, or as are otherwise required by Good Utility Practice in order to protect persons and property and to minimize deleterious effects to the Power Company Distribution System and the transmission system of Transmission Owner and to prevent delivery into the Power Company Distribution System of any of the electric power or energy, ancillary services (including, without limitation, reactive power), or other output of the Facility. Any such protective or regulating devices that may be required on Power Company's or Transmission Owner's facilities in connection with the operation of the Facility shall be installed by Power Company or Transmission Owner, as the case may be, at Consumer's expense. The Power Company reserves the right to modify or expand its requirements for protective devices in conformance with Good Utility Practice.

3.3 Inspection. Power Company shall have the right, but shall have no obligation or responsibility to (a) observe Consumer's tests and inspections of any of Consumer's protective equipment, (b) review the settings of Consumer's protective equipment, and (c) review Consumer's maintenance records relative to the Facility and Consumer's protective equipment. The foregoing rights may be exercised by Power Company from time to time as deemed necessary by the Power Company upon reasonable notice to Consumer. However, the exercise or non-exercise by Power Company of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement or confirmation of any aspect, feature, element, or condition of the Facility or Consumer's protective equipment or the operation thereof, nor as a warranty as to the fitness, safety, desirability, or reliability of same.

3.4 Disconnection. Upon termination of the Agreement by its terms, Consumer shall disconnect the Facility from the Power Company Distribution System in accordance with a plan for disconnection approved by the Power Company. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Facility immediately and without prior notice if, in the Power Company's sole opinion, an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Facility with no less than seven days prior notice if, in the Power Company's sole opinion, such disconnection is required in order for the Power Company to conduct maintenance, repairs or replacements of its facilities or the Power Company Distribution System. Consumer shall disconnect the Facility immediately if an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage.

ARTICLE 4 – EMERGENCIES

The Consumer agrees to comply with NERC, ReliabilityFirst, Power Company, Transmission Owner and Transmission Provider Emergency procedures, as applicable, with respect to

Emergencies (including, without limitation, those of requirements of the Power Company set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). The Consumer shall provide the Power Company with oral notification that is prompt under the circumstances of an Emergency which may reasonably be expected to affect the Power Company Distribution System or the transmission system of Transmission Owner, to the extent the Consumer is aware of the Emergency. To the extent the Consumer is aware of the facts of the Emergency, such notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken or to be taken, and shall be followed as soon as practicable with written notice. In the event of an Emergency, the party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, damage or loss.

ARTICLE 5 – MODIFICATIONS AND CONSTRUCTION

5.1 Modifications. Either party may undertake modifications to its facilities; provided, that Consumer shall not increase the output of the Facility or make other material change or modification to the configuration or operation of the Facility without the prior written consent of Power Company and Buckeye. In the event that the Consumer plans to undertake a modification that reasonably may be expected to impact the Power Company's facilities, the Consumer shall provide the Power Company and Buckeye with sufficient information regarding such modification so that the Power Company and Buckeye can evaluate the potential impact of such modification prior to commencement of the work.

5.2 Construction.

5.2.1 Land Rights. Consumer shall furnish at no cost to Power Company any necessary access, easements, licenses, and/or rights of way upon, over, under, and across lands owned or controlled by Consumer and/or its affiliated interests for the construction, operation and maintenance by Power Company of necessary lines, substations, and other equipment to accomplish interconnection of the Facility with the Power Company Distribution System under this Appendix and the provision of electric service to the Consumer under the Agreement, and shall, at all reasonable times, give the Power Company, and its agents, free access to such lines, substations, and equipment. An accessible, protected and satisfactory site selected upon mutual agreement by the Parties and located on the Consumer's premises shall be provided by and at the Consumer's expense for installation of metering devices under this Appendix, unless Power Company elects to install meters on locations controlled by it.

5.2.2 Facility and Equipment Design and Construction. Consumer shall, at its sole expense, design, construct, and install the Facility and all equipment needed to interconnect the Facility with the Power Company Distribution System, except for any Interconnection Facilities to be constructed by Power Company pursuant to Exhibit A hereof. The Consumer's Interconnection Facilities and equipment shall satisfy all requirements of applicable safety and engineering codes, including the Power Company's, and further, shall satisfy all requirements of any duly-constituted regulatory authority having jurisdiction and the requirements of Transmission Owner and Transmission Provider (including, without limitation, those

requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). Consumer shall submit all specifications for Consumer's Interconnection Facilities and equipment, including System Protection Facilities, to the Power Company for review at least ninety (90) days prior to interconnecting such Interconnection Facilities and System Protection Facilities with the Power Company Distribution System. Power Company's review of Consumer's specifications shall be construed neither as confirming nor as endorsing the design, nor as any warranty as to fitness, safety, durability or reliability of Consumer's Interconnection Facilities or equipment. Power Company shall not, by reason of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of Consumer's Interconnection Facilities or System Protection Facilities, nor shall Power Company's acceptance be deemed to be an endorsement of any facility or equipment. Consumer agrees to make such changes to its Interconnection Facilities and System Protection Facilities as may be reasonably required by the Power Company or as may be necessary to meet the requirements of applicable safety and engineering codes, including the Power Company's, and further, satisfy all requirements of any duly-constituted regulatory authority having jurisdiction and the requirements of the Transmission Owner and the Transmission Provider. In the event it becomes necessary for Power Company to alter, add to, relocate or rearrange the Interconnection Facilities or to rearrange or relocate existing Power Company owned facilities which are not Interconnection Facilities to continue to conduct interconnected operations in accordance with Good Utility Practice, then Consumer shall pay for such work.

ARTICLE 6 – METERING

Power Company shall purchase and install Metering Equipment if necessary to meter the electrical output of the Facility. Power Company shall own, operate and maintain the Metering Equipment. All costs associated with the purchase, installation, ownership, operation and maintenance of Metering Equipment, as more fully described in Exhibit B hereof, or any changes to Metering Equipment requested by Consumer, shall be borne by Consumer.

ARTICLE 7 – INFORMATION REPORTING

Consumer shall promptly provide to the Power Company all relevant information, documents, or data regarding the Consumer's facilities and equipment that have been reasonably requested by the Power Company.

ARTICLE 8 – INDEMNITY AND LIABILITY

Consumer agrees to fully indemnify, release, and hold Power Company, and its members, trustees, officers, managers, employees, agents, representatives, and servants, and Power Company's affiliated and associated companies, and their respective members, trustees, shareholders, directors, partners, stakeholders, officers, managers, employees, agents, representatives, and servants, and Power Company's successors and assigns, harmless from and against any and all claims, demands, liabilities, losses, damages, suits, actions, proceedings (whether legal or administrative), costs and expenses (including attorneys' fees and other costs of defense) of any nature or kind whatsoever, including, but not limited to, claims, demands and/or liabilities for personal injury to (including death of) any person whomever (including payments

and awards made to employees or others under any workers' compensation law or under any plan for employees' disability and death benefits) and for damage to any property whatsoever (including Consumer's Facility, the Power Company Distribution System, and the transmission system of Transmission Owner) arising out of or otherwise resulting from the use, ownership, maintenance, or operation of the Facility or the Interconnection Facilities, regardless of whether such claims, demands or liability are alleged to have been caused by negligence or to have arisen out of Power Company's status as the owner or operator of facilities involved; provided, however, that the foregoing shall not apply to the extent that any such personal injury or property damage is held to have been caused by the gross negligence or intentional wrongdoing of Power Company or its agents or employees. Neither party shall be liable in statute, contract, in tort (including negligence), strict liability, or otherwise to the other party, its agents, representatives, affiliated and associated companies, or assigns, for any incidental or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue of such party or any third party, whether in an action in contract, tort or strict liability or other legal theory, resulting from any party's performance or non-performance of an obligation imposed on it by this Appendix. Consumer's obligation to indemnify the Power Company will survive the expiration or termination of this Appendix or the Agreement by any party for any reason.

ARTICLE 9 – INSURANCE

9.1 Consumer shall obtain and maintain the following policies of insurance during the term of the Agreement:

(a) Workers' Compensation Insurance which complies with the laws of the State of Ohio and Employers' Liability insurance with limits of at least \$1,000,000; and

(b) Comprehensive or Commercial General Liability insurance with bodily injury and property damage combined single limits of at least \$250,000 per occurrence if the Facility is 10 kW or less, \$1,000,000 per occurrence if the Facility is greater than 10 kW but less than 100 kW, and \$5,000,000 per occurrence if the Facility is 100 kW or greater. Such insurance shall include, but not necessarily be limited to specific coverage for contractual liability encompassing the indemnification provisions in Article 8, broad form property damage liability, personal injury liability, explosion and collapse hazard coverage, products/completed operations liability, and, where applicable, watercraft protection and indemnity liability; and

(c) If the Facility is greater than 2 MW, Excess Umbrella liability insurance with a single limit of at least \$5,000,000 per occurrence in excess of the limits of insurance provided in subparagraphs (a) and (b) above.

9.2 The coverages requested in Section 9.1(b) above and any Umbrella or Excess coverage should be "occurrence" form policies. In the event Consumer has "claims-made" form coverage, Consumer must obtain prior approval of all "claims-made" policies from Power Company.

9.3 Consumer shall cause its insurers to amend its Comprehensive or Commercial General Liability and, if applicable, Umbrella or Excess Liability policies with the following

endorsement items (a) through (e); and to amend Consumer's Workers' Compensation, and Auto Liability policies with endorsement item (e):

(a) Power Company, and its directors, officers, and employees are additional Insureds under this Policy; and

(b) This insurance is primary with respect to the interest of Power Company, and its directors, officers, and employees and any other insurance maintained by them is excess and not contributory with this insurance; and

(c) The following cross liability clause is made a part of the policy: "In the event of claims being made by reasons of (i) personal and/or bodily injuries suffered by any employee or employees of one insured hereunder for which another insured hereunder is or may be liable, or (ii) damage to property belonging to any insured hereunder for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies have been issued to each insured hereunder, except with respect to the limits of insurance; and

(d) Insurer hereby waives all rights of subrogation against Power Company, and its officers, directors and employees; and

(e) Notwithstanding any provision of the policy, this policy may not be canceled, non-renewed or materially changed by the insurer without giving thirty (30) days prior written notice to Power Company. All other terms and conditions of the policy remain unchanged.

9.4 Consumer shall cause its insurers or agents to provide Power Company with certificates of insurance evidencing the policies and endorsements listed above prior to the effective date of this Appendix, as well as copies of each annual renewal certificate for such policies and endorsements, promptly after such renewal certificates are issued. Power Company shall have the right to review the policies and endorsements listed above at any time during the term of this Agreement, and Consumer shall promptly provide copies of the same to Power Company upon its request. Failure of Power Company to obtain certificates of insurance does not relieve Consumer of the insurance requirements set forth herein. Failure to obtain the insurance coverage required by this Article 9 shall in no way relieve or limit Consumer's obligations and liabilities under other provisions of this Agreement.

ARTICLE 10 – BUCKEYE AND TRANSMISSION PROVIDER CONSENT

The consent of Buckeye, the Transmission Owner and/or Transmission Provider, if the Power Company determines that such consent is required, shall be required prior to any synchronized operation of the Consumer's Facility with the Power Company Distribution System. Power Company shall promptly notify the Consumer of any such consent that the Power Company determines to be required.

ARTICLE 11 – MISCELLANEOUS

The terms and conditions of this Appendix shall be binding upon and inure to the benefit of the parties to the Agreement and their respective successors, legal representatives and assigns of the Agreement; provided, however, that notwithstanding the terms and conditions upon which the Agreement may be assigned by Consumer, the Consumer's rights and obligations under this Appendix shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent. This Appendix shall not be effective unless approved in writing by all governmental agencies from which approval is required. The Power Company represents and warrants that the governmental agencies from which it is required to obtain approval of this Appendix are as follows:

_____. The Consumer represents and warrants that the governmental agencies from which it is required to obtain approval of this Appendix are as follows:

_____. This Appendix shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of laws provisions. This Appendix may not be modified except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Appendix as of the date first written above.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A
INTERCONNECTION FACILITIES

This Exhibit A is a part of the Terms and Conditions for Synchronization of Generation between Consumer and Power Company.

Point of Interconnection

The point or points of interconnection will be at the point where _____
_____. See Drawing No.
_____, dated _____, which drawing is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Power Company

Power Company shall construct the following interconnection facilities:

See the Power Company Feasibility Study, a copy of which is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Consumer

Consumer shall construct the following interconnection facilities:

Cost Responsibility

Consumer shall be solely responsible for all costs associated with Consumer's construction of Interconnection Facilities.

Consumer and Power Company hereby acknowledge and agree that the cost listed below is only an estimate and that Consumer hereby agrees to and shall reimburse Power Company for all actual costs, including any applicable taxes, associated with the Power Company's construction of Interconnection Facilities, or Power Company's acquisition of any Interconnection Facilities provided to Power Company by Consumer, as set forth in this Exhibit A. The cost of the Power Company's Interconnection Facilities is estimated to be \$_____.
The Consumer will pay to the Power Company a deposit of \$_____ coincident with the execution of this Appendix.

EXHIBIT B
METERING EQUIPMENT

This Exhibit B is a part of the Terms and Conditions for Synchronization of Generation between Consumer and Power Company.

The metering facilities are to be located _____.

Power Company, at Consumer's expense, will purchase, install, own, operate, and maintain the following metering instrumentation as required for on site metering and telemetering:

_____.

Consumer and Power Company hereby acknowledge and agree that the cost listed below is only an estimate and that Consumer hereby agrees to and shall reimburse Power Company for all actual costs, including any applicable taxes, associated with the Power Company's construction of Metering Equipment, or Power Company's acquisition of any Metering Equipment provided to Power Company by Consumer, as set forth in this Exhibit B. The cost for the Metering Equipment is estimated to be \$ _____.

EXHIBIT C
POWER COMPANY REQUIREMENTS

[insert the Power Company's Rules and Regulations for Distributed Resources and Small Power Production Facilities and the Power Company's Technical Guidelines for Interconnection and Parallel Operation]

EXHIBIT D
TRANSMISSION OWNER AND/OR TRANSMISSION PROVIDER REQUIREMENTS

[The Consumer shall pay for all facilities and upgrades identified by the Transmission Owner and/or Transmission Provider in the _____, a copy of which is attached hereto and made a part hereof. The Consumer shall enter into any facilities/construction agreements required by the Transmission Owner/Transmission Provider in connection with the construction of the necessary transmission facilities/upgrades identified in the attached report.]

EXHIBIT E
FACILITY DESCRIPTION

. A more detailed description of the Facility is attached.

AGREEMENT

THIS AGREEMENT (“Agreement”), made and entered into as of the ____ day of _____, 20____, among _____ (“Cooperative”), an Ohio corporation not-for-profit, BUCKEYE POWER, INC. (“Buckeye”), an Ohio corporation not-for-profit, and _____ (“Consumer”), a _____;

WITNESSETH:

WHEREAS, pursuant to the Cooperative’s terms and conditions of electric service, including, without limitation, the Cooperative’s Code of Regulations, applicable rate schedules, tariffs, rules, regulations, policies, and agreement(s), if any, between the Cooperative and the Consumer relating to the provision of electric service, as they may be revised and supplemented from time to time (“Terms and Conditions of Electric Service”), Consumer is purchasing, and the Cooperative is selling, all of the electric power and energy which Consumer requires for its commercial or industrial facilities located at _____ (the “Consumer Site”); and

WHEREAS, on the Consumer Site, Consumer intends to own and operate an electric generating facility of not less than 25 kW capacity which is more particularly described on Appendix A attached hereto and made a part hereof (“Generation Facility”); and

WHEREAS, the Generation Facility will be interconnected and operated in parallel with the electric distribution system of the Cooperative in accordance with the Terms and Conditions for Synchronization of Generation, which are attached to the Agreement for Electric Service dated as of _____ between the Consumer and the Cooperative (“Terms and Conditions for Synchronization of Generation”); and

WHEREAS, the Consumer desires and intends to operate the Generation Facility for the sole purpose of (a) providing back-up electric generation service to the Consumer Site when there is an interruption of electric generation service from the Cooperative to the Consumer Site, (b) minimizing the Consumer’s contribution to a PJM 5-CP System Annual Demand, as defined herein, (c) minimizing the Consumer’s demand when but only for so long as Buckeye activates the Peak Warning Device (as defined below) for the purposes described in (b) above or for such other purposes as Buckeye may deem appropriate in its sole discretion, and (d) testing of the Generation Facility; and

WHEREAS, the Consumer has requested that the Cooperative install and that Buckeye control the activation of a peak warning device (“Peak Warning Device”) that may be activated by Buckeye when Buckeye anticipates that a PJM 5-CP System Annual Demand, as defined herein, may occur or when Buckeye may otherwise deem appropriate; and

WHEREAS, Buckeye, as the exclusive supplier to the Cooperative of all of the electric power and energy which the Cooperative requires for resale to its members, including the Consumer, is willing to enter into this Agreement solely for the purposes herein stated;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. Cooperative hereby sells, and Consumer hereby purchases, a Peak Warning Device in accordance with the terms of this Agreement, including, without limitation, any additional terms of sale included on Appendix B attached hereto and made a part hereof. The Peak Warning Device is more particularly described on Appendix B hereof. The purchase price for the Peak Warning Device shall be as specified in Appendix B, which Consumer shall pay to Cooperative within thirty (30) days from the effective date of this Agreement. The Cooperative shall install the Peak Warning Device on Consumer's premises after Cooperative receives payment from Consumer therefor. After installation, the Consumer shall, at its own cost and expense, maintain, repair, monitor, inspect, test, and otherwise be fully responsible for the Peak Warning Device.
2. After installation of the Peak Warning Device by the Cooperative, Buckeye may activate such device whenever Buckeye determines in its sole discretion that a "PJM 5-CP System Annual Demand" (any of the five highest hourly kW coincident demands of all of the members of PJM Interconnection, LLC ("PJM")) as measured and determined by PJM for purposes of determining Buckeye's annual PJM capacity charges, or such other hourly kW demands used by PJM to determine Buckeye's responsibility for annual PJM capacity charges, for the applicable PJM planning year (June 1 – May 31), as determined by Buckeye from time to time) may occur or for such other purposes as Buckeye may deem appropriate in its sole discretion. Buckeye may deactivate the Peak Warning Device whenever Buckeye determines in its sole discretion that it is appropriate to do so. Attached hereto and made a part hereof as Appendix C is a summary of the number of periods, and duration of such periods, during which Buckeye has, in the past, activated various types of electric load control switches. The information contained in Appendix C is historical and for informational purposes only and does not indicate that the number of periods, or duration of such periods, during which Buckeye may activate the Peak Warning Device pursuant to this Agreement will be similar to the number of periods, and duration of such periods, during which Buckeye has activated various types of electrical load control switches in the past as set forth in Appendix C hereof. Buckeye and the Cooperative hereby expressly disclaim any representation or warranty that the information contained in Appendix C is an accurate indication of the number of periods, or duration of such periods, during which Buckeye may activate the Peak Warning Device pursuant to this Agreement.

3. Notwithstanding any other provision of this Agreement, if Buckeye (a) fails to activate the Peak Warning Device when a PJM 5-CP System Annual Demand is occurring or about to occur, (b) fails to deactivate the Peak Warning Device when a PJM 5-CP System Annual Demand has ceased to occur or is no longer anticipated to occur, (c) activates the Peak Warning Device when a PJM 5-CP System Annual Demand is not occurring or about to occur, or (d) deactivates the Peak Warning Device when a PJM 5-CP System Annual Demand is occurring or about to occur, Buckeye shall have no responsibility or liability whatsoever to Consumer or the Cooperative as a result of such activation, deactivation, failure to activate, or failure to deactivate; provided, further, that Buckeye and the Cooperative shall have no responsibility or liability whatsoever to Consumer or to one another for failure of the Peak Warning Device to activate or deactivate for any reason, or for activation or deactivation of the Peak Warning Device for any reason; provided, further, that after activation or deactivation of the Peak Warning Device, Buckeye and the Cooperative shall have no responsibility or liability whatsoever to the Consumer or to one another for any failure of the Generation Facility to operate or cease to operate as a result of such activation or deactivation of the Peak Warning Device.
4. Consumer shall indemnify and hold Buckeye and the Cooperative and their respective trustees, members, officers, managers, employees, agents, representatives, affiliates, successors and assigns harmless from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to the installation, ownership, operation, maintenance, inspection, or testing of the Peak Warning Device or the Generation Facility, including, without limitation, the activation, non-activation, deactivation, failure of deactivation, operation or failure of operation, of the Peak Warning Device. This indemnification includes, but is not limited to, any cause of action brought against Buckeye or the Cooperative which is based in whole or in part on a claim that Buckeye or the Cooperative was negligent or in violation of law in relation to the installation, activation, nonactivation, deactivation, failure of deactivation, operation or failure of operation, of the Peak Warning Device. Consumer's obligation to indemnify Buckeye and the Cooperative will survive the expiration or termination of this Agreement by any party for any reason.
5. The Consumer agrees that it will interconnect and operate its Generation Facility in parallel with the electric distribution system of the Cooperative in accordance with the Terms and Conditions for Synchronization of Generation, including such terms and conditions as Buckeye, the Transmission Owner and the Transmission Provider (as defined in the Terms and Conditions for Synchronization of Generation) may require as a condition to their consent to the interconnection of the Consumer's Generation Facility. The Cooperative and the Consumer agree that the Terms and Conditions for Synchronization of Generation shall not be modified without the consent of Buckeye. The Consumer agrees that in no event

will the Consumer deliver into the electric distribution system of the Cooperative any of the electric power or energy, ancillary services (including, without limitation, reactive power), or other output of the Generation Facility. The Consumer agrees that it shall provide, install, own, operate and maintain, at its own cost and expense, all facilities and equipment as are required to prevent delivery into the Cooperative's electric distribution system of any of the electric power or energy, ancillary services (including, without limitation, reactive power), or other output of the Generation Facility.

6. The Consumer agrees that it shall install, operate, maintain, repair, monitor, inspect, and test the Generation Facility in a safe and reliable manner, and in accordance with manufacturers' recommendations, the National Electric Safety Code approved by the American National Standards Institute, and all applicable laws, governmental rules and regulations. Operation of the Generation Facility by Consumer shall be limited solely to (a) providing back-up service to the Consumer Site while an interruption of electric service from the Cooperative to the Consumer Site is occurring, (b) providing back-up service to the Consumer Site when an interruption of electric service from the Cooperative to the Consumer Site is reasonably anticipated to occur but only until such interruption ceases to occur or until such interruption is no longer reasonably anticipated to occur, (c) reducing the electric demand of the Consumer Site when a PJM 5-CP System Annual Demand is reasonably anticipated to occur but only until such PJM 5-CP System Annual Demand is no longer reasonably anticipated to occur or has ceased to occur, (d) reducing the electric demand of the Consumer Site when, but only for so long as, Buckeye activates the Peak Warning Device for the purposes described in (c) above or for such other purposes as Buckeye may deem appropriate in its sole discretion, and (e) testing of the Generation Facility in accordance with manufacturers' recommendations. Consumer and the Cooperative acknowledge and agree that any operation of the Generation Facility, except as expressly provided for in this Agreement, constitutes a violation of this Agreement and of the Terms and Conditions of Electric Service and agree that they will not cause, permit or facilitate the operation of the Generation Facility except as expressly provided for herein.
7. This Agreement shall become effective as of the date first written above and shall continue in full force and effect until terminated in accordance with the terms of this Agreement. This Agreement may be terminated: (a) by the Cooperative in the event of nonpayment by Consumer in accordance with paragraph 1 above, (b) by any party hereto, without cause, by giving the other parties hereto 30 days prior written notice, (c) by Buckeye or the Cooperative, at any time, by giving the other parties hereto 7 days prior written notice, if in the sole judgment of Buckeye or the Cooperative, Consumer breaches any provision of this Agreement, other than for the payment of money, or violates any of the Terms and Conditions of Electric Service.

8. WITH RESPECT TO THE SALE, INSTALLATION, OPERATION, ACTIVATION, DEACTIVATION, AND NON-ACTIVATION OF THE PEAK WARNING DEVICE, BUCKEYE AND THE COOPERATIVE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUCKEYE MAKES NO REPRESENTATIONS OR WARRANTIES THAT ACTIVATION OF THE PEAK WARNING DEVICE INDICATES THAT A PJM 5-CP SYSTEM ANNUAL DEMAND IS OCCURRING OR ABOUT TO OCCUR OR THAT DEACTIVATION OR NON-ACTIVATION OF THE PEAK WARNING DEVICE INDICATES THAT A PJM 5-CP SYSTEM ANNUAL DEMAND IS NOT OCCURRING OR ABOUT TO OCCUR. CONSUMER ACKNOWLEDGES THAT THE PEAK WARNING DEVICE MAY BE ACTIVATED WHEN A PJM 5-CP SYSTEM ANNUAL DEMAND IS NOT OCCURRING OR ABOUT TO OCCUR AND THAT THE PEAK WARNING DEVICE MAY BE DEACTIVATED OR FAIL TO BE ACTIVATED WHEN A PJM 5-CP SYSTEM ANNUAL DEMAND IS OCCURRING OR ABOUT TO OCCUR.
9. IN NO EVENT SHALL BUCKEYE OR THE COOPERATIVE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS OR REVENUE, SUFFERED BY CONSUMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT OR STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF BUCKEYE OR THE COOPERATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BUCKEYE'S OR THE COOPERATIVE'S LIABILITY FOR ANY DAMAGES, LOSSES OR CAUSES OF ACTION WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY EXCEED THE ACTUAL DOLLAR AMOUNT PAID BY CONSUMER TO THE COOPERATIVE UNDER THIS AGREEMENT.
10. Neither Buckeye nor the Cooperative shall be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to any circumstances beyond its control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, explosion, riot, storm, strike or other labor disturbance, interruption of or delay in transportation, or breakage of or accident to the Peak Warning Device, the Generation Facility, or any other machinery or equipment.
11. This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended except pursuant to a writing signed by all of the parties hereto. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, then the remaining provisions of

this Agreement shall nonetheless continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Consumer shall not transfer or assign its rights or obligations under this Agreement without the express prior written consent of Buckeye and the Cooperative. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of laws provisions. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. The parties hereto acknowledge and agree that, except with respect to the purchase of the Peak Warning Device, this Agreement relates entirely and exclusively to the provision of services and not to the purchase of products or goods.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BUCKEYE POWER, INC.

By: _____
Name: _____
Title: _____
Date: _____

[CONSUMER]

By: _____
Name: _____
Title: _____
Date: _____

[COOPERATIVE]

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX A

**DESCRIPTION OF
GENERATION FACILITY**

[Insert description of generation equipment]

APPENDIX B
DESCRIPTION OF
PEAK WARNING DEVICE AND
ADDITIONAL TERMS OF SALE

[Insert description of peak warning device, including cost and other terms of sale]

APPENDIX C
PEAK CONTROL HISTORY

[Insert historical data on Buckeye's activation of peak warning devices, including number and duration of activation periods]

**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF A
QUALIFYING COGENERATION
OR SMALL POWER PRODUCTION FACILITY WITH NET BILLING**

**OPERATED BY _____,
OPERATOR OF A _____ FACILITY
AT _____, NEAR _____, OHIO**

This Agreement (“Agreement”) dated as of _____, by and between _____, an Ohio nonprofit corporation (the “Power Company”), and _____ (the “Consumer” together with the Power Company, individually, a “Party” and, collectively, the “Parties”);

WITNESSETH:

WHEREAS, the Consumer has or will install on the Premises certain Consumer-owned electric generating facilities of approximately ___ kW in the aggregate, which electric generating facilities are more particularly described in Exhibit E attached hereto; and

WHEREAS, the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under PURPA; and

WHEREAS, the Consumer desires to interconnect the Electric Generating Facility to the Power Company’s electric distribution system;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – DEFINITIONS

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement for Electric Service. Whenever used in this Agreement, the following terms shall have the following meanings:

“Agreement for Electric Service” shall mean the Agreement for Electric Service of even date herewith between Power Company and the Consumer.

“Buckeye” shall mean Buckeye Power, Inc. and its successors and assigns.

“Electric Generating Facility” shall mean the Consumer’s electric generating units identified in Exhibit E hereof, the output of which is approximately _____ kW in the aggregate, but which shall not exceed [25] [OR] [100] kW in the aggregate, and which facility is not

reasonably anticipated to exceed the annual electric energy requirements of Consumer's electric consuming facilities located on the Premises.

"Emergency" shall mean a condition or situation (i) that in the judgment of Power Company or Consumer is imminently likely to endanger life or property, (ii) that in the sole judgment of Power Company is imminently likely to adversely affect or impair the Power Company Distribution System or the electrical or transmission systems of others to which the Power Company Distribution System is directly or indirectly connected, including, without limitation, the transmission system of Transmission Owner, or (iii) that in the sole judgment of the Consumer is imminently likely to adversely affect or impair the Electric Generating Facility.

"Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant proportion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts.

"Interconnection Facilities" shall mean all facilities presently in place or presently proposed to be installed, as identified in Exhibit A hereof, or facilities which are later installed, in order to interconnect the Electric Generating Facility to the Power Company Distribution System, including System Protection Facilities.

"Interconnection Service" shall mean the services provided by the Power Company to interconnect the Electric Generating Facility with the Power Company Distribution System pursuant to the terms of this Agreement.

"Net Billing Equipment" shall mean the single bi-directional meter or pair of meters currently installed at the Point of Interconnection or to be installed at the Point of Interconnection as described in Exhibit B hereof.

"NERC" shall mean the North American Electric Reliability Council, and any successor thereto.

"Point of Interconnection" shall mean the point or points, shown in Exhibit A hereof, where the Consumer's Interconnection Facilities interconnect with the Power Company Distribution System.

"Power Company Distribution System" shall mean all electric distribution facilities owned or controlled by Power Company on Power Company's side of the Point of Interconnection, including, without limitation, Power Company's Interconnection Facilities.

“ReliabilityFirst” shall mean ReliabilityFirst Corporation, one of the regional reliability councils of NERC formed to promote reliability and adequacy of bulk power supply of the electric utility systems in North America, and any successor thereto.

“System Protection Facilities” shall mean the equipment required to protect (a) the Power Company Distribution System, the systems of others directly or indirectly connected to the Power Company Distribution System, including, without limitation, the transmission system of Transmission Owner, and Power Company’s customers from faults or other electrical disturbances occurring at the Electric Generating Facility or otherwise on Consumer’s side of the Point of Interconnection, and (b) the Electric Generating Facility from faults or other electrical disturbances occurring on the Power Company Distribution System or on the systems of others to which the Power Company Distribution System is directly or indirectly connected, including, without limitation, the transmission system of Transmission Owner.

“Transmission Owner” shall mean _____, owning transmission facilities to which the Power Company Distribution System is interconnected, and its successors and assigns.

“Transmission Provider” shall mean _____, providing transmission service through facilities owned by Transmission Owner, and its successors and assigns.

ARTICLE 2 – INTERCONNECTION SERVICE

Subject to the terms and conditions of the Agreement for Electric Service and this Agreement, Power Company shall provide Consumer with Interconnection Service for the Electric Generating Facility for the term of the Agreement for Electric Service.

ARTICLE 3 – OPERATION AND MAINTENANCE

3.1 Operation, Maintenance and Control of the Electric Generating Facility. The Consumer shall own, operate, maintain and control the Electric Generating Facility and Consumer’s Interconnection Facilities (a) in a safe and reliable manner, (b) in accordance with Good Utility Practice, (c) in accordance with applicable operational and reliability criteria, protocols, and directives, including those of NERC, ReliabilityFirst, the Power Company, Transmission Owner and Transmission Provider (including, without limitation, those requirements of Power Company set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof), and (d) in accordance with the provisions of this Agreement. Consumer may operate the Electric Generating Facility in parallel and in synchronization with the electric power and energy provided by Power Company to Consumer pursuant to the Agreement for Electric Service, as an auxiliary or supplement to such electric power and energy and may use the output of the Electric Generating Facility to meet the requirements of Consumer’s electric consuming facilities located on the Premises. Any output of the Electric Generating Facility in excess of the requirements of Consumer’s electric consuming facilities located on the Premises shall be sold to Buckeye Power, Inc. and credited on a dollar for dollar basis against the Consumer’s bill for electric service in accordance with the net billing arrangements described in this Agreement, the

Agreement for Electric Service, and the Net Billing Rate Schedule attached to the Agreement for Electric Service.

3.2 Protection and System Quality. Consumer shall, at its expense, provide, install, own, operate and maintain System Protection Facilities, including such protective and regulating devices as are required by NERC, ReliabilityFirst, the Power Company, Transmission Owner or Transmission Provider, or by order, rule or regulation of any duly-constituted regulatory authority having jurisdiction, or as are otherwise required by Good Utility Practice in order to protect persons and property and to minimize deleterious effects to the Power Company Distribution System and the transmission system of Transmission Owner. Any such protective or regulating devices that may be required on Power Company's or Transmission Owner's facilities in connection with the operation of the Electric Generating Facility shall be installed by Power Company or Transmission Owner, as the case may be, at Consumer's expense. Power Company reserves the right to modify or expand its requirements for protective devices in conformance with Good Utility Practice.

3.3 Inspection. Power Company shall have the right, but shall have no obligation or responsibility to (a) observe Consumer's tests and inspections of any of Consumer's protective equipment, (b) review the settings of Consumer's protective equipment, and (c) review Consumer's maintenance records relative to the Electric Generating Facility and Consumer's protective equipment. The foregoing rights may be exercised by Power Company from time to time as deemed necessary by the Power Company upon reasonable notice to Consumer. However, the exercise or non-exercise by Power Company of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement or confirmation of any aspect, feature, element, or condition of the Electric Generating Facility or Consumer's protective equipment or the operation thereof, nor as a warranty as to the fitness, safety, desirability, or reliability of same.

3.4 Disconnection. Upon termination of the Agreement for Electric Service by its terms, Consumer shall disconnect the Electric Generating Facility from the Power Company Distribution System. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Electric Generating Facility immediately and without prior notice if, in the Power Company's sole opinion, an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Electric Generating Facility with no less than seven days prior notice if, in the Power Company's sole opinion, such disconnection is required in order for the Power Company to conduct maintenance, repairs or replacements of its facilities or the Power Company Distribution System. Consumer shall disconnect the Electric Generating Facility immediately if an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage.

ARTICLE 4 – EMERGENCIES

The Consumer agrees to comply with NERC, ReliabilityFirst, Power Company, Transmission Owner and Transmission Provider Emergency procedures, as applicable, with respect to Emergencies (including, without limitation, those of requirements of the Power

Company set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). The Consumer shall provide the Power Company with oral notification that is prompt under the circumstances of an Emergency which may reasonably be expected to affect the Power Company Distribution System or the transmission system of Transmission Owner, to the extent the Consumer is aware of the Emergency. To the extent the Consumer is aware of the facts of the Emergency, such notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken or to be taken, and shall be followed as soon as practicable with written notice. In the event of an Emergency, the party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, damage or loss.

ARTICLE 5 – MODIFICATIONS AND CONSTRUCTION

5.1 Modifications. Either party may undertake modifications to its facilities; provided, that Consumer shall not increase the output of the Electric Generating Facility or make other material change or modification to the configuration or operation of the Electric Generating Facility without the prior written consent of Power Company and Buckeye. In the event that the Consumer plans to undertake a modification that reasonably may be expected to impact the Power Company’s facilities, the Consumer shall provide the Power Company and Buckeye with sufficient information regarding such modification so that the Power Company and Buckeye can evaluate the potential impact of such modification prior to commencement of the work.

5.2 Construction.

5.2.1 Land Rights. Consumer shall furnish at no cost to Power Company any necessary access, easements, licenses, and/or rights of way upon, over, under, and across lands owned or controlled by Consumer and/or its affiliated interests for the construction, operation and maintenance by Power Company of necessary lines, substations, and other equipment to accomplish interconnection of the Electric Generating Facility with the Power Company Distribution System under this Agreement and the provision of electric service to the Consumer under the Agreement for Electric Service, and shall, at all reasonable times, give the Power Company, and its agents, free access to such lines, substations, and equipment. An accessible, protected and satisfactory site selected upon mutual agreement by the Parties and located on the Consumer’s premises shall be provided by and at the Consumer’s expense for installation of necessary net billing equipment, unless Power Company elects to install the net billing equipment on a location controlled by it.

5.2.2 Electric Generating Facility and Equipment Design and Construction. Consumer shall, at its sole expense, design, construct, and install the Electric Generating Facility and all equipment needed to interconnect the Electric Generating Facility with the Power Company Distribution System, except for any Interconnection Facilities to be constructed by Power Company pursuant to Exhibit A hereof. The Consumer’s Interconnection Facilities and equipment shall satisfy all requirements of applicable safety and engineering codes, including the Power Company’s, and further, shall satisfy all requirements of any duly-constituted regulatory

authority having jurisdiction and the requirements of Transmission Owner and Transmission Provider (including, without limitation, those of requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). Consumer shall submit all specifications for Consumer's Interconnection Facilities and equipment, including System Protection Facilities, to the Power Company for review at least ninety (90) days prior to interconnecting such Interconnection Facilities and equipment with the Power Company Distribution System. Power Company's review of Consumer's specifications shall be construed neither as confirming nor as endorsing the design, nor as any warranty as to fitness, safety, durability or reliability of Consumer's interconnection facilities or equipment. Power Company shall not, by reasons of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of Consumer's Interconnection Facilities or equipment, nor shall Power Company's acceptance be deemed to be an endorsement of any facility or equipment. Consumer agrees to make changes to its Interconnection Facilities and equipment as may be reasonably required to meet the requirements of the Power Company. In the event it becomes necessary for Power Company to alter, add to, relocate or rearrange the Interconnection Facilities or to rearrange or relocate existing Power Company-owned facilities which are not Interconnection Facilities to continue to conduct interconnected operations in accordance with Good Utility Practice, then Consumer shall pay for such work.

ARTICLE 6 – METERING

Power Company shall purchase and install Net Billing Equipment to meter the Power Company's electric service to the Consumer and the electrical output of the Electric Generating Facility. Power Company shall own, operate and maintain the Net Billing Equipment. All costs associated with the purchase, installation, ownership, operation and maintenance of Net Billing Equipment, as more fully described in Exhibit B hereof shall be borne by Consumer.

ARTICLE 7 – INFORMATION REPORTING

Consumer shall promptly provide to the Power Company all relevant information, documents, or data regarding the Consumer's facilities and equipment that have been reasonably requested by the Power Company.

ARTICLE 8 – INDEMNITY AND LIABILITY

Consumer agrees to fully indemnify, release, and hold Power Company, its members, trustees, officers, managers, employees, agents, representatives, and servants, Power Company's affiliated and associated companies, and their respective members, trustees, shareholders, directors, partners, stakeholders, officers, managers, employees, agents, representatives, and servants, and Power Company's successors and assigns, harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including attorneys' fees and other costs of defense) of any nature or kind whatsoever, including, but not limited to, claims, demands and/or liabilities for personal injury to (including death of) any person whomever (including payments and awards made to employees or others under any workers' compensation law or under any plan for employees' disability and death benefits) and for damage to any property whatsoever (including Consumer's Electric Generating Facility, the Power Company

Distribution System, and the transmission system of Transmission Owner) arising out of or otherwise resulting from the use, ownership, maintenance, or operation of the Electric Generating Facility or the Interconnection Facilities, regardless of whether such claims, demands or liability are alleged to have been caused by negligence or to have arisen out of Power Company's status as the owner or operator of facilities involved; provided, however, that the foregoing shall not apply to the extent that any such personal injury or property damage is held to have been caused by the gross negligence or intentional wrongdoing of Power Company or its agents or employees. Neither party shall be liable in statute, contract, in tort (including negligence), strict liability, or otherwise to the other party, its agents, representatives, affiliated and associated companies, or assigns, for any incidental or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue, resulting from any party's performance or non-performance of an obligation imposed on it by this Agreement.

ARTICLE 9 – INSURANCE

9.1 Consumer shall obtain and maintain the following policies of insurance during the term of the Agreement: Comprehensive or Commercial General Liability insurance with bodily injury and property damage combined single limits of at least \$250,000 per occurrence if the Electric Generating Facility is 10 kW or less, \$1,000,000 per occurrence if the Electric Generating Facility is greater than 10 kW but less than 100 kW, and \$5,000,000 per occurrence if the Electric Generating Facility is 100 kW or greater, covering the Consumer's obligations and liabilities to the Power Company under this Agreement, including under Article 8.

9.2 Consumer shall cause its insurers or agents to provide Power Company with certificates of insurance evidencing the policies listed above prior to interconnecting the Electric Generating Facility with the Power Company Distribution System, as well as copies of each annual renewal certificate for such policies, promptly after such renewal certificates are issued. Power Company shall have the right to review the policies listed above at any time during the term of this Agreement, and Consumer shall promptly provide copies of the same to Power Company upon its request. Failure of Power Company to obtain certificates of insurance does not relieve Consumer of the insurance requirements set forth herein. Failure to obtain the insurance coverage required by this Article 9 shall in no way relieve or limit Consumer's obligations and liabilities under other provisions of this Agreement.

9.3 If Consumer is a residential customer of the Power Company, the following provisions shall apply:

(a) The insurance coverage requirements of Section 9.1 above may be satisfied by the residential Consumer obtaining and maintaining a Homeowner's Liability insurance policy, or if Homeowner's Liability insurance is not available, Comprehensive or Commercial General Liability insurance, Excess or Umbrella Liability insurance, or any other type of insurance policy that the Power Company deems acceptable, covering the residential Consumer's liabilities and obligations under this Agreement, with bodily injury and property damage combined single limits as set forth in Section 9.1; and

(b) The amounts of insurance required in Section 9.1 may be satisfied by the residential Consumer purchasing primary coverage in the amounts specified or by buying a separate excess Umbrella Liability policy together with lower limit primary underlying coverage. The structure of the coverage is the residential Consumer's option, so long as the total amount of insurance meets Power Company's requirements.

9.4 If Consumer is a commercial customer of the Power Company, the Consumer shall cause its insurers to provide Power Company with at least 10 days prior written notice of any cancellation, non-renewal or material change in the insurance policy by endorsing the policy to add the Power Company as a party with an additional interest in the policy with respect to such notice.

ARTICLE 10 – BUCKEYE, TRANSMISSION OWNER AND TRANSMISSION PROVIDER CONSENT

The consent of Buckeye, the Transmission Owner and/or Transmission Provider, if the Power Company determines that such consent is required, shall be required prior to any interconnection of the Consumer's Electric Generating Facility with the Power Company Distribution System.

ARTICLE 11 – TERM

This Agreement shall commence as of _____ and shall terminate upon the termination of the Agreement for Electric Service.

ARTICLE 12 – MISCELLANEOUS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent. This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of laws provisions. This Agreement may not be modified except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
INTERCONNECTION FACILITIES

This Exhibit A is a part of the Agreement for Interconnection and Parallel Operation between Consumer and Power Company.

Point of Interconnection

The point of interconnection will be at the point where _____. See Drawing No. _____, dated _____, which drawing is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Power Company

Power Company shall construct the following interconnection facilities:

See the Power Company Feasibility Study, a copy of which is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Consumer

Consumer shall construct the following interconnection facilities:

Cost Responsibility

Consumer shall be solely responsible for all costs associated with Consumer's construction of Interconnection Facilities.

Consumer and Power Company hereby acknowledge and agree that the cost listed below is only an estimate and that Consumer hereby agrees to and shall reimburse Power Company for all actual costs, including any applicable taxes, associated with the Power Company's construction of Interconnection Facilities as set forth in this Exhibit A. The cost of the Power Company's Interconnection Facilities is estimated to be \$ _____. The Consumer will pay to the Power Company a deposit of \$ _____ coincident with the execution of the Agreement.

EXHIBIT B
NET BILLING EQUIPMENT

This Exhibit B is a part of the Agreement for Interconnection and Parallel Operation between Consumer and Power Company.

The net billing facilities will be located at _____.

Power Company, at Consumer's expense, will purchase, install, own, operate, and maintain the following net billing instrumentation as required for on site metering and telemetering:

Net billing will be accomplished using a single meter or pair of meters capable of registering the flow of electricity in each direction from the Power Company Distribution System to Consumer's electric consuming facilities located on the Premises, and from Consumer's Electric Generating Facility to the Power Company Distribution System. If the existing electrical meter or meters in service at the Consumer's Premises is/are not capable of measuring the flow of electricity in each direction, the Power Company will purchase, install, own, operate, and maintain an approved meter or meters that is/are capable of measuring electricity in each direction. The Consumer will pay the Power Company all expenses involved in either modifying the existing meter(s) or providing a new meter(s) capable of measuring the flow of electricity in each direction. Maintenance of the meter(s) will be the responsibility of the Power Company, which will own the meter(s).

Consumer and Power Company hereby acknowledge and agree that the cost listed below is only an estimate and that Consumer hereby agrees to and shall reimburse Power Company for all actual costs, including any applicable taxes, associated with the Power Company's installation of Net Billing Equipment as set forth in this Exhibit B. The cost for the Net Billing Equipment is estimated to be \$_____.

EXHIBIT C
POWER COMPANY REQUIREMENTS

[insert the Power Company's Rules and Regulations for Distributed Resources and the Power Company's Technical Guidelines for Interconnection and Parallel Operation]

EXHIBIT D
TRANSMISSION OWNER AND/OR TRANSMISSION PROVIDER REQUIREMENTS

[The Consumer shall pay for all facilities and upgrades identified by the Transmission Owner and/or Transmission Provider in the _____, a copy of which is attached hereto and made a part hereof. The Consumer shall enter into any facilities/construction agreements required by the Transmission Owner/Transmission Provider in connection with the construction of the necessary transmission facilities/upgrades identified in the attached report.]

EXHIBIT E
ELECTRIC GENERATING FACILITY DESCRIPTION

_____ . A more detailed description of the Electric Generating Facility is attached.



Washington Electric Cooperative, Inc.

A Touchstone Energy® Cooperative 

AGREEMENT FOR INTERCONNECTION AND ELECTRIC SERVICE FOR RESIDENTIAL SOLAR POWER PRODUCTION FACILITIES WITH NET BILLING

This Agreement, made as of the ____ day of _____, 20__, between Washington Electric Cooperative, inc. (hereinafter called “the Power Company”) and _____ (hereinafter called the “Consumer”), whose mailing address is _____, for electric service at _____ situated generally at the intersection of _____ and _____ in _____, _____ County, Ohio (hereinafter called the “Premises”);

WITNESSETH:

WHEREAS, the Power Company is a not-for-profit corporation organized under the laws of the State of Ohio engaged in the business of selling electric power and energy with its principal place of business in Washington County, Ohio; and

WHEREAS, the Consumer is a residential consumer who owns and operates all land and facilities located on the Premises; and

WHEREAS, the Consumer has or will install on the Premises certain consumer-owned solar photovoltaic electric generating facilities 25 kW or less in the aggregate (the “Electric Generating Facility”) ; and

WHEREAS, the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under the Public Utility Regulatory Policies Act of 1978, as amended, and all governmental regulations lawfully promulgated thereunder (“PURPA”); and

WHEREAS, the output of the Electric Generating Facility is not reasonably anticipated to exceed the annual electric energy requirements of Consumer’s electric consuming facilities located on the Premises, as described herein; and

WHEREAS, the Consumer desires to interconnect the Electric Generating Facility to the Power Company’s electric distribution system and to use the output of the Electric Generating Facility to first meet the requirements of the Consumer’s electric consuming facilities located on the Premises and then transfer and sell to Buckeye Power, Inc. any such output in excess of the requirements of the Consumer’s electric consuming facilities and receive a credit against the Consumer’s monthly bill for electric service under the Net Billing arrangements described in this Agreement, and the Power Company’s Net Billing Rate Schedule, which is attached hereto; and

WHEREAS, the Power Company desires to sell, and the Consumer desires to purchase, electric power and energy to meet the requirements of Consumer's electric consuming facilities not served by the Electric Generating Facility under the terms and conditions hereinafter set forth; and

WHEREAS, a single meter or pair of meters has been or will be installed at the Premises, which meter or meters is/are capable of registering the flow of electricity in each direction from Power Company's electric distribution system to Consumer's electric consuming facilities on the Premises, and from Consumer's Electric Generating Facility to Power Company's electric distribution system, at the point of interconnection ("Net Billing");

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, the Power Company shall sell and deliver to the Consumer, and the Consumer shall purchase and receive, all of the electric power and energy which the Consumer may need at the Premises up to 25 kW, except for any such electric demand and energy which is served by Consumer's Electric Generating Facility.

2. Service hereunder shall be alternating current, single- phase, 60 cycles, 120/240 volts.

3. The Consumer shall pay the Power Company for service hereunder at the rate and upon the terms and conditions set forth in the Power Company's Net Billing Rate Schedule, which is attached hereto and a made a part of this Agreement as if fully restated herein. The Power Company's Net Billing Rate Schedule will be superseded by any new or amended Net Billing Rate Schedule or any successor rate schedule as approved from time to time by the Board of Trustees of the Power Company. Payment for the service provided hereunder shall be made at the office of the Power Company located in Washington County, Ohio, or at such other place as the Power Company shall hereafter designate in writing.

4. If the Consumer shall fail to make any such payment within fifteen (15) days after such payment is due, the Power Company may discontinue service to the Consumer upon giving no less than fifteen (15) days written notice to the Consumer of its intention to do so, provided however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

5. The Consumer is or shall become a member of the Power Company and be bound by such rules and regulations as may from time to time be adopted by the Power Company.

6. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of electric power and energy and shall not sell or transfer to others the electric power and energy purchased hereunder, without permission of the Power Company; provided, however, that Consumer may operate the Electric Generating Facility upon the terms and conditions and for the purposes set forth in this Agreement and the Power Company's Net Billing Rate

Schedule which is attached hereto and made a part of this Agreement as if fully restated herein. The Consumer represents and warrants to the Power Company that the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under PURPA. The Consumer represents and warrants to the Power Company that the output of the Electric Generating Facility is not reasonably anticipated to exceed the annual electric energy requirements of Consumer's electric consuming facilities located on the Premises. For purposes of this Agreement, the Electric Generating Facility's output will be presumed to be "not reasonably anticipated to exceed the annual electric energy requirements of the Consumer's electric consuming facilities located on the Premises" if the Electric Generating Facility annually generates less than one hundred and twenty percent (120%) of the Consumer's annual electric energy requirements. The Consumer's "annual electric energy requirements" shall be the average amount of electricity consumed annually by the Consumer for the electric consuming facilities located on the Premises over the previous three years, using the annual period of June 1 to May 31. If the Power Company does not have the data or cannot calculate the average amount of electricity consumed annually over the previous three years, such as in instances of new construction or vacant properties, the Power Company shall use any available consumption data to estimate the annual electricity consumption for the Consumer's electric consuming facilities located on the Premises and provide the estimation data to the Consumer. If the Electric Generating Facility annually generates one hundred and twenty percent (120%) or more of the Consumer's annual electric energy requirements, determined as set forth above, the Electric Generating Facility's output will be presumed to be "reasonably anticipated to exceed the annual electric energy requirements of the Consumer's electric consuming facilities located on the Premises," and the Power Company may, in its sole discretion, elect to cease providing electric service to the Consumer pursuant to the Power Company's Net Billing Rate Schedule and, instead, elect to provide electric service to the Consumer at the rate and upon the terms and conditions set forth in the Power Company's Back-Up and Supplementary Electric Service Rate Schedule, and require the Consumer to (a) sell the output of the Electric Generating Facility to Buckeye Power, Inc. ("Buckeye") on an hourly basis at Buckeye's purchase rate, as determined by Buckeye in its sole discretion, (b) reimburse the Power Company for the cost of the installation of hourly metering facilities, (c) reimburse Buckeye for the cost of its telemetering facilities, (d) pay Buckeye a monthly billing and service fee, and (e) terminate this Agreement and enter into a Power Purchase Agreement with Buckeye, an Agreement for Electric Service for Back-Up and Supplementary Electric Service with the Power Company, and an Agreement for Interconnection and Parallel Operation with the Power Company, to contemplate the elimination of net billing and the purchase of the Electric Generating Facility output by Buckeye on an hourly basis at Buckeye's purchase rate.

7. The Consumer shall use the output of the Electric Generating Facility first to meet the requirements of Consumer's electric consuming facilities located on the Premises. The Power Company shall use an instantaneous kWh net billing period to measure the Consumer's net production. The net production output shall be measured by determining during each such period the production in kilowatt-hours (kWh) of the Electric Generating Facility in excess of the requirements of the Consumer's electric consumer facilities. Any such output of the Electric Generating Facility in excess of the requirements of Consumer's electric consuming facilities shall be sold to Buckeye Power, Inc. The Power Company shall bill the net electric usage pursuant to the Power Company's applicable Net Billing Rate Schedule, and credit the net electric output at Buckeye's purchase rate, on a dollar for dollar basis. In the event that the Consumer generates net positive kWh output during any such kWh netting period, (a) the Power Company will inform Buckeye Power, Inc. of the existence of such excess net kWh output; (b) Buckeye Power, Inc. will purchase such excess net kWh output at Buckeye Power, Inc.'s purchase rate, as determined by Buckeye Power, Inc. in its sole discretion, and credit Power Company's wholesale power bill for such dollar amount on a monthly basis; (c) the Power Company's load shall not be reduced by the amount of such excess net kWh output purchased by Buckeye Power, Inc. on a monthly basis, and the Power Company's load may need to be increased for Buckeye Power, Inc. wholesale power billing purposes by the amount of such excess net kWh output purchased by Buckeye Power, Inc., if the Consumer's qualifying facility is located behind the meter used by Buckeye Power, Inc. to determine the Power Company's wholesale load; (d) the Power Company shall credit Consumer's monthly power bill with the dollar amount of the billing credits paid by Buckeye Power, Inc. to the Power Company. The Consumer shall be entitled to all environmental attributes of the Electric Generating Facility during the term of this Agreement. The Consumer shall have the sole and exclusive right to designate the Electric Generating Facility as a renewable resource during the term of this Agreement in order to satisfy any federal, state or local renewable energy requirement, renewable energy procurement requirement, renewable energy portfolio standard, or other renewable energy mandate.

8. Whenever the Power Company's facilities located at the Premises are relocated solely to suit the convenience of the Consumer, the Consumer shall reimburse the Power Company for the entire cost incurred in making such change.

9. (a) The Power Company will use reasonable diligence in furnishing a regular and uninterrupted supply of electric power and energy but does not guarantee uninterrupted service. The Power Company shall not be liable for damages or other losses in case such supply is interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, governmental action, loss of power supply, breakdowns or injury to the

machinery, transmission or distribution lines or other facilities of the Power Company, repairs, maintenance or any cause beyond the Power Company's control; provided, however, that in no event shall the Power Company be liable for personal injury, wrongful death, property damage or other losses not caused by or due to the gross negligence or willful and wanton misconduct of the Power Company; provided, further, however, that in no event shall the Power Company be liable for consequential damages of any nature whatsoever in case such supply of power and energy should be interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed; and provided further that the failure of the Consumer to receive electric power and energy because of any of the aforesaid conditions shall not relieve the Consumer of its obligation to make payments to the Power Company as provided herein.

(b) The point at which service is delivered by the Power Company to the Consumer, and at which the output of Consumer's Electric Generating Facility is transferred to the Power Company, to be known as the "point of interconnection", shall be the point at which the Consumer's electric consuming facilities located on the Premises are connected to the Power Company's electric distribution system, and the point at which Consumer's Electric Generating Facility is connected to the Power Company's electric distribution system. The Power Company shall not be liable for any loss, injury or damage resulting from the Consumer's use of its facilities or equipment or occasioned by the power and energy furnished by the Power Company beyond the point of interconnection.

(c) The Consumer shall provide and maintain suitable protective devices on its equipment to prevent any loss, injury or damage that might result from any fluctuation or irregularity in the supply of electric power and energy. The Power Company shall not be liable for any loss, injury or damage resulting from any fluctuation or irregularity in the supply of power and energy which could have been prevented by the use of such protective devices.

(d) The Power Company will provide and maintain the necessary lines or service connections, metering and other apparatus which may be required for the proper measurement of and rendition of its service, and for the proper measurement of the output of Consumer's Electric Generating Facility. All such apparatus shall be owned and maintained by the Power Company. A single meter or pair of meters will be installed which shall be capable of registering the flow of electricity in each direction from the Power Company's electric distribution system to Consumer's electric consuming facilities located on the Premises, and from the Consumer's Electric Generating Facility to Power Company's electric distribution system, at the point of interconnection.

10. In the event of loss or injury to the property of the Power Company through misuse by, or the negligence of, the Consumer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Power Company by the Consumer.

Consumer will be responsible for any person tampering with, interfering with, or breaking the seals or meters or other equipment of the Power Company installed at the Premises. The Consumer hereby agrees that no one except the employees of or persons duly authorized by the Power Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Power Company. The Consumer shall provide the Power Company reasonable access at all times to the Power Company's meters and other facilities of the Power Company located on the Premises.

11. Duly authorized representatives of the Power Company shall be permitted to enter the Premises at all reasonable times in order to carry out the provisions hereof.

12. All present or future federal, state, municipal or other lawful taxes payable by reason of the sale or purchase or Net Billing of the output of the Electric Generating Facility, the production of electrical output from the Electric Generating Facility, or the ownership of the Electric Generating Facility, under this Agreement shall be paid by Consumer. Without limiting the generality of the foregoing, the Consumer shall be solely responsible for: any Ohio kilowatt-hour taxes associated with the production of electricity from the Electric Generating Facility; any Ohio public utility property taxes associated with the Consumer's ownership of the Electric Generating Facility; and any state or federal income taxes associated with the Consumer's receipt of payments or Net Billing by the Power Company or Buckeye under this Agreement. Consumer acknowledges that neither the Power Company nor Buckeye has represented to the Consumer that the Consumer will not be subject to any such kilowatt-hour taxes, public utility property taxes, or state or federal income taxes as a result of the Net Billing arrangements described in this Agreement.

13. Power Company shall purchase and install net billing equipment to meter the Power Company's electric service to the Consumer and the electrical output of the Electric Generating Facility. Net billing will be accomplished using a single meter or pair of meters capable of registering the flow of electricity in each direction from the Power Company Distribution System to Consumer's electric consuming facilities located on the Premises, and from Consumer's Electric Generating Facility to the Power Company Distribution System. If the existing electrical meter or meters in service at the Consumer's Premises is/are not capable of measuring the flow of electricity in each direction, the Power Company will purchase, install, own, operate, and maintain an approved meter or meters that is/are capable of measuring electricity in each direction. The Consumer will pay the Power Company all expenses involved in either modifying the existing meter(s) or providing a new meter(s) capable of measuring the flow of electricity in each direction. Power Company shall own, operate and maintain the net billing equipment. All costs associated with the purchase, installation, ownership, operation and maintenance of net billing equipment shall be borne by Consumer.

14. Consumer shall promptly provide to the Power Company all relevant information, documents, or data regarding the Consumer's facilities and equipment that have been reasonably requested by the Power Company.

15. The Consumer represents and warrants to the Power Company that Consumer is the owner or lessee of the Electric Generating Facility. The Consumer further represents and warrants to the Power Company during the term of this Agreement that: the Electric Generating Facility is a self-certified qualifying cogeneration or small power production facility under PURPA; the Electric Generating Facility is located on the Consumer's Premises; the output of the Electric Generating Facility will be used solely to serve Consumer's electric consuming facilities located on the Premises; and, if leased, the Electric Generating Facility lease does not constitute a retail sale of electricity in violation of the Certified Territories for Electric Suppliers Act (Ohio Revised Code Sections 4933.81 to 4933.90). The Consumer acknowledges that should the Public Utilities Commission of Ohio or a court enter an order finding that the Electric Generating Facility lease constitutes a retail sale of electricity in violation of the Certified Territories for Electric Suppliers Act, then the Power Company may terminate this Agreement, subject to any rights that the Consumer may have under applicable law, including, without limitation, under PURPA, to require this Agreement to remain in place.

16. This Agreement shall become effective as of the date first above written and shall remain in effect until terminated by either party giving to the other party not less than ninety (90) days prior notice in writing of its intention to terminate.

17. (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent.

(b) This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of laws provisions.

19. The Consumer shall comply with the attached Metering, Insurance, Indemnity, and Interconnection Standards.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS: _____
By: _____
Name: _____
Title: _____

WITNESS: _____
By: _____
Name: _____
Title: _____

METERING, INSURANCE, INDEMNITY, AND INTERCONNECTION STANDARDS

1. Metering. Metering equipment used in determining the demand and amount of electric power and energy supplied hereunder, and the demand and amount of electric power and energy produced by Consumer's Electric Generating Facility, shall be tested and calibrated, if required, by the Power Company. If any metering equipment shall be found inaccurate, it shall be restored to the extent possible to a 100.0% accurate condition; or new metering equipment to the extent necessary shall be substituted so that, as far as possible, 100.0% accuracy shall always be maintained. The Consumer shall have the right to request that a special meter test be made at any time. In the event a test made at the Consumer's request discloses that the meter tested is registering correctly, or within one percent (1%) above or below 100.0% accuracy at full load, Consumer shall bear the expense of such meter test.

The results of all such tests and calibrations shall be open to examination by the Consumer and a report of every requested test shall be furnished to the Consumer. Any meter tested and found to be not more than one percent (1%) above or below 100.0% accuracy at full load, shall be considered to be accurate in so far as correction of billing is concerned. If as a result of any test, any meter is found to register in excess of one percent (1%) above or below 100.0% accuracy at full load, then the readings of such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond the last regular monthly billing period occurring prior to the day on which inaccuracy is discovered by such test, and no correction shall be made for a longer period than that during which it may be determined by mutual agreement of the parties involved that the inaccuracy existed. The Power Company will bear the cost of the meter test if any meter is found to register in excess of one percent (1%) above or below 100.0% accuracy at full load.

For any period that metering equipment is found to have failed wholly, or in part, to register and for which no alternate metering is available, it shall be assumed that the demand established, or electric energy delivered, as the case may be, during said period is the same as that for a period of like operation during which such meter was in service and operating.

The Power Company shall notify the Consumer in advance of the time of any meter test so that a representative of the Consumer may be present.

[2. Insurance. –Consumer shall obtain and maintain the following policies of insurance during the term of the Agreement:

(1) Comprehensive or Commercial General Liability insurance with bodily injury and property damage combined single limits of at least \$250,000 per occurrence if the Electric Generating Facility is 10 kW or less, \$1,000,000 per occurrence if the Electric Generating Facility is greater than 10 kW but less than 100 kW, and \$5,000,000 per occurrence if the Electric Generating Facility is 100 kW or greater, covering the Consumer's obligations and liabilities to the Power Company under this Agreement, including under Section 23.

(2) Consumer shall cause its insurers or agents to provide Power Company with certificates of insurance evidencing the policies listed above prior to interconnecting the Electric Generating Facility with the Power Company Distribution System, as well as copies of each annual renewal certificate for such policies, promptly after such renewal certificates are issued. Power Company shall have the right to review the policies listed above at any time during the term of this Agreement, and Consumer shall promptly provide copies of the same to Power Company upon its request. Failure of Power Company to obtain certificates of insurance does not relieve Consumer of the insurance requirements set forth herein. Failure to obtain the insurance coverage required by this Section 2 shall in no way relieve or limit Consumer's obligations and liabilities under other provisions of this Agreement.

(3) If Consumer is a residential customer of the Power Company, the following provisions shall apply:

(a) The insurance coverage requirements of Section 2.1 above may be satisfied by the residential Consumer obtaining and maintaining a Homeowner's Liability insurance policy, or if Homeowner's Liability insurance is not available, Comprehensive or Commercial General Liability insurance, Excess or Umbrella Liability insurance, or any other type of insurance policy that the Power Company deems acceptable, covering the residential Consumer's liabilities and obligations under this Agreement, with bodily injury and property damage combined single limits as set forth in Section 2.1; and

(b) The amounts of insurance required in Section 2.1 may be satisfied by the residential Consumer purchasing primary coverage in the amounts specified or by buying a separate excess Umbrella Liability policy together with lower limit primary underlying coverage. The structure of the coverage is the residential Consumer's option, so long as the total amount of insurance meets Power Company's requirements.

(4) If Consumer is a commercial customer of the Power Company, the Consumer shall cause its insurers to provide Power Company with at least 10 days prior written notice of any cancellation, non-renewal or material change in the insurance policy by endorsing the policy to add the Power Company as a party with an additional interest in the policy with respect to such notice.]

3. Indemnity and Liability. Consumer agrees to fully indemnify, release, and hold Power Company, its members, trustees, officers, managers, employees, agents, representatives, and servants, Power Company's affiliated and associated companies, and their respective members, trustees, shareholders, directors, partners, stakeholders, officers, managers, employees, agents, representatives, and servants, and Power Company's successors and assigns, harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including attorneys' fees and other costs of defense) of any nature or kind whatsoever, including, but not limited to, claims, demands and/or liabilities for personal injury to (including death of) any person whomever (including payments and awards made to employees or others under any workers' compensation law or under any plan for employees' disability and death benefits) and for damage to any property whatsoever (including Consumer's Electric Generating Facility and the Power Company's distribution system) arising out of or otherwise resulting from the use, ownership, maintenance, or operation of the Electric Generating Facility or the interconnection facilities, regardless of whether such claims, demands or liability are alleged to have been caused by negligence or to have arisen out of Power Company's status as the owner or operator of facilities involved; provided, however, that the foregoing shall not apply to the extent that any such personal injury or property damage is held to have been caused by the gross negligence or intentional wrongdoing of Power Company or its agents or employees. Neither party shall be liable in statute, contract, in tort (including negligence), strict liability, or otherwise to the other party, its agents, representatives, affiliated and associated companies, or assigns, for any incidental or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue, resulting from any party's performance or non-performance of an obligation imposed on it by this Agreement.

4. Operation, Maintenance and Control of the Electric Generating Facility. The Consumer shall own, operate, maintain and control the Electric Generating Facility and Consumer's Interconnection Facilities in a safe and reliable manner, in accordance with good utility practice, and in accordance with the provisions of this Agreement, and in accordance with applicable operational and reliability criteria, protocols, and directives, including those of the Power Company. Consumer may operate the Electric Generating Facility in parallel and in synchronization with the electric power and energy provided by Power Company to Consumer pursuant to this Agreement, as an auxiliary or supplement to such electric power and energy.

5. Protection and System Quality. Consumer shall, at its expense, provide, install, own, operate and maintain system protection facilities, including protective and regulating devices, as required by the Power Company and as otherwise required by good utility practice, and applicable operational and reliability criteria, protocols, and directives, in order to protect persons and property and to minimize deleterious effects to the Power Company's distribution system. Any such protective or regulating devices that may be required on Power Company's facilities in connection with the operation of the Electric Generating Facility shall be installed by Power Company at Consumer's expense. Power Company reserves the right to modify or expand its requirements for protective devices in conformance with good utility practice and/or applicable legal and regulatory requirements.

6. Inspection. Power Company shall have the right, but shall have no obligation or responsibility to (a) observe Consumer's tests and inspections of any of Consumer's protective equipment, (b) review the settings of Consumer's protective equipment, and (c) review Consumer's maintenance records relative to the Electric Generating Facility and Consumer's protective equipment. The foregoing rights may be exercised by Power Company from time to time as deemed necessary by the Power Company upon reasonable notice to Consumer. However, the exercise or non-exercise by Power Company of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement or confirmation of any aspect, feature, element, or condition of the Electric Generating Facility or Consumer's protective equipment or the operation thereof, nor as a warranty as to the fitness, safety, desirability, or reliability of same.

7. Disconnection. Upon termination of this Agreement, Consumer shall disconnect the Electric Generating Facility from the Power Company's distribution system. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Electric Generating Facility immediately and without prior notice if, in the Power Company's sole opinion, an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Electric Generating Facility with no less than seven days prior notice if, in the Power Company's sole opinion, such disconnection is required in order for the Power Company to conduct maintenance, repairs or replacements of its facilities or the Power Company's distribution system. Consumer shall disconnect the Electric Generating Facility immediately if an emergency exists, as determined by the Power Company in its discretion or as specified herein, and immediate disconnection is necessary to protect persons or property from injury or damage.

8. Emergencies. The Consumer agrees to comply with Power Company's emergency procedures, as applicable, with respect to emergencies, the existence of which shall be determined by the Power Company in its discretion. The Consumer shall provide the Power Company with prompt oral notification an emergency which includes occurrences, circumstances, or situations which may reasonably be expected to detrimentally affect the Power Company's distribution system or is imminently likely to endanger life or property, to the extent the Consumer is aware of the emergency.

9. Modifications. Either party may undertake modifications to its facilities; provided, that Consumer shall not increase the output of the Electric Generating Facility or make other material change or modification to the configuration or operation of the Electric Generating Facility without the prior written consent of Power Company. In the event that the Consumer plans to undertake a modification that reasonably may be expected to impact the Power Company's facilities, the Consumer shall provide the Power Company with sufficient information regarding such modification so that the Power Company can evaluate the potential impact of such modification prior to commencement of the work.

10. Construction. Consumer shall, at its sole expense, design, construct, install, own, operate and maintain the Electric Generating Facility and all equipment on Consumer's side of the point of interconnection needed to interconnect the Electric Generating Facility with the Power Company's

distribution system. The Power Company shall, at Consumer's sole expense, design, construct, install, own, operate and maintain all equipment on the Power Company's side of the point of interconnection needed to interconnect the Electric Generating Facility with the Power Company's distribution system. The Consumer's interconnection facilities and equipment shall satisfy all requirements of applicable safety and engineering codes, including the Power Company's. Consumer shall submit all specifications for Consumer's interconnection facilities and equipment, including system protection facilities, to the Power Company for review at least ninety (90) days prior to interconnecting such interconnection facilities and equipment with the Power Company's distribution system. Power Company's review of Consumer's specifications shall be construed neither as confirming nor as endorsing the design, nor as any warranty as to fitness, safety, durability or reliability of Consumer's interconnection facilities or equipment. Power Company shall not, by reasons of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of Consumer's interconnection facilities or equipment, nor shall Power Company's acceptance be deemed to be an endorsement of any facility or equipment. Consumer agrees to make changes to its interconnection facilities and equipment as may be reasonably required to meet the requirements of the Power Company. In the event it becomes necessary for Power Company to alter, add to, relocate or rearrange its interconnection facilities or to rearrange or relocate existing Power Company-owned facilities which are not interconnection facilities to continue to conduct interconnected operations in accordance with good utility practice, then Consumer shall pay for such work.

AGREEMENT FOR ELECTRIC SERVICE
FOR QUALIFYING CO-GENERATION OR
SMALL POWER PRODUCTION FACILITIES
WITH NET BILLING

This Agreement, made as of the ____ day of _____, 20 __, between _____ (hereinafter called “the Power Company”) and _____ (hereinafter called the “Consumer”), whose mailing address is _____, for electric service at _____ situated generally at the intersection of _____ and _____ in _____, _____ County, Ohio (hereinafter called the “Premises”);

WITNESSETH:

WHEREAS, the Power Company is a not-for-profit corporation organized under the laws of the State of Ohio engaged in the business of selling electric power and energy with its principal place of business in _____ County, Ohio; and

WHEREAS, the Consumer is [a _____ organized under the laws of the State of _____ doing business in the State of Ohio, which] or [an individual who] owns and operates all land and facilities located on the Premises; and

WHEREAS, the Consumer has or will install on the Premises certain consumer-owned electric generating facilities up to [25] [OR] [100] kW in the aggregate, which electric generating facilities (the “Electric Generating Facility”) are more particularly described in Exhibit E to the Agreement for Interconnection and Parallel Operation of a Qualifying Cogeneration or Small Power Production Facility up to [25] [OR] [100] kW of even date herewith by and between the Power Company and the Consumer (the “Agreement for Interconnection and Parallel Operation”); and

WHEREAS, the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under the Public Utility Regulatory Policies Act of 1978, as amended, and all governmental regulations lawfully promulgated thereunder (“PURPA”); and

WHEREAS, the output of the Electric Generating Facility is not reasonably anticipated to exceed the annual electric energy requirements of Consumer's electric consuming facilities located on the Premises, as described herein; and

WHEREAS, the Consumer desires to interconnect the Electric Generating Facility to the Power Company's electric distribution system and to use the output of the Electric Generating Facility to first meet the requirements of the Consumer's electric consuming facilities located on the Premises and then sell to Buckeye Power, Inc. any such output in excess of the requirements of the Consumer's electric consuming facilities and receive a credit on a dollar for dollar basis against the Consumer's monthly bill for electric service under the Net Billing arrangements described in this Agreement, the Agreement for Interconnection and Parallel Operation, and the Power Company's Net Billing Rate Schedule, which is attached hereto; and

WHEREAS, the Power Company desires to sell, and the Consumer desires to purchase, electric power and energy to meet the requirements of Consumer's electric consuming facilities not served by the Electric Generating Facility under the terms and conditions hereinafter set forth; and

WHEREAS, a single meter or pair of meters has been or will be installed at the Premises, which meter or meters is/are capable of registering the flow of electricity in each direction from Power Company's electric distribution system to Consumer's electric consuming facilities on the Premises, and from Consumer's Electric Generating Facility to Power Company's electric distribution system, at the point of interconnection ("Net Billing");

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, the Power Company shall sell and deliver to the Consumer, and the Consumer shall purchase and receive, all of the electric power and energy which the Consumer may need at the Premises up to _____ kW, except for any such electric demand and energy which is served by Consumer's Electric Generating Facility.

2. Service hereunder shall be alternating current, _____ phase, _____ cycles, _____ volts.

3. The Consumer shall pay the Power Company for service hereunder at the rate and upon the terms and conditions set forth in the Power Company's Net Billing Rate Schedule,

which is attached hereto and a made a part of this Agreement as if fully restated herein. The Power Company's Net Billing Rate Schedule will be superseded by any new or amended Net Billing Rate Schedule or any successor rate schedule as approved from time to time by the Board of Trustees of the Power Company. Payment for the service provided hereunder shall be made at the office of the Power Company located in _____ County, Ohio, or at such other place as the Power Company shall hereafter designate in writing.

4. If the Consumer shall fail to make any such payment within fifteen (15) days after such payment is due, the Power Company may discontinue service to the Consumer upon giving no less than fifteen (15) days written notice to the Consumer of its intention to do so, provided however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

5. The Consumer is or shall become a member of the Power Company and be bound by such rules and regulations as may from time to time be adopted by the Power Company.

6. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of electric power and energy and shall not sell or transfer to others the electric power and energy purchased hereunder, without permission of the Power Company; provided, however, that Consumer may operate the Electric Generating Facility upon the terms and conditions and for the purposes set forth in this Agreement, the Agreement for Interconnection and Parallel Operation, and the Power Company's Net Billing Rate Schedule which is attached hereto and made a part of this Agreement as if fully restated herein. The Consumer represents and warrants to the Power Company that the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under PURPA. The Consumer represents and warrants to the Power Company that the output of the Electric Generating Facility is not reasonably anticipated to exceed the annual electric energy requirements of Consumer's electric consuming facilities located on the Premises. For purposes of this Agreement and the Agreement for Interconnection and Parallel Operation, the Electric Generating Facility's output will be presumed to be "not reasonably anticipated to exceed the annual electric energy requirements of the Consumer's electric consuming facilities located on the Premises" if the Electric Generating Facility annually generates less than one hundred and twenty percent (120%) of the Consumer's annual electric energy requirements. The Consumer's "annual electric energy requirements" shall be the average amount of electricity

consumed annually by the Consumer for the electric consuming facilities located on the Premises over the previous three years, using the annual period of June 1 to May 31. If the Power Company does not have the data or cannot calculate the average amount of electricity consumed annually over the previous three years, such as in instances of new construction or vacant properties, the Power Company shall use any available consumption data to estimate the annual electricity consumption for the Consumer's electric consuming facilities located on the Premises and provide the estimation data to the Consumer. If the Electric Generating Facility annually generates one hundred and twenty percent (120%) or more of the Consumer's annual electric energy requirements, determined as set forth above, the Electric Generating Facility's output will be presumed to be "reasonably anticipated to exceed the annual electric energy requirements of the Consumer's electric consuming facilities located on the Premises," and the Power Company may, in its sole discretion, elect to cease providing electric service to the Consumer pursuant to the Power Company's Net Billing Rate Schedule and, instead, elect to provide electric service to the Consumer at the rate and upon the terms and conditions set forth in the Power Company's Back-Up and Supplementary Electric Service Rate Schedule, and require the Consumer to (a) sell the output of the Electric Generating Facility to Buckeye Power, Inc. ("Buckeye") on an hourly basis at Buckeye's purchase rate, as determined by Buckeye in its sole discretion, (b) reimburse the Power Company for the cost of the installation of hourly metering facilities (currently estimated to cost up to \$ _____), (c) reimburse Buckeye for the cost of its telemetering facilities (currently estimated to cost up to \$10,000), (d) pay Buckeye a monthly billing and service fee (currently \$100 per month), and (e) terminate this Agreement and the Agreement for Interconnection and Parallel Operation, and enter into a Power Purchase Agreement with Buckeye, an Agreement for Electric Service for Back-Up and Supplementary Electric Service with the Power Company, and an Agreement for Interconnection and Parallel Operation with the Power Company, to contemplate the elimination of net billing and the purchase of the Electric Generating Facility output by Buckeye on an hourly basis at Buckeye's purchase rate.

7. The Consumer shall use the output of the Electric Generating Facility first to meet the requirements of Consumer's electric consuming facilities located on the Premises. The Power Company shall use an instantaneous kWh net billing period to measure the Consumer's net production. The net production output shall be measured by determining during each such

period the production in kilowatt-hours (kWh) of the Electric Generating Facility in excess of the requirements of the Consumer's electric consumer facilities. Any such output of the Electric Generating Facility in excess of the requirements of Consumer's electric consuming facilities shall be sold to Buckeye Power, Inc. The Power Company shall bill the net electric usage pursuant to the Power Company's applicable Net Billing Rate Schedule, and credit the net electric output at Buckeye's purchase rate, on a dollar for dollar basis. In the event that the Consumer generates net positive kWh output during any such kWh netting period, (a) the Power Company will inform Buckeye Power, Inc. of the existence of such excess net kWh output; (b) Buckeye Power, Inc. will purchase such excess net kWh output at Buckeye Power, Inc.'s purchase rate, as determined by Buckeye Power, Inc. in its sole discretion, and credit Power Company's wholesale power bill for such dollar amount on a monthly basis; (c) the Power Company's load shall not be reduced by the amount of such excess net kWh output purchased by Buckeye Power, Inc. on a monthly basis, and the Power Company's load may need to be increased for Buckeye Power, Inc. wholesale power billing purposes by the amount of such excess net kWh output purchased by Buckeye Power, Inc., if the Consumer's qualifying facility is located behind the meter used by Buckeye Power, Inc. to determine the Power Company's wholesale load; (d) the Power Company shall credit Consumer's monthly power bill with the dollar amount of the billing credits paid by Buckeye Power, Inc. to the Power Company; and (e) in the event that at the end of the annual period ending May 31 of each year the aggregate dollar amount of the billing credits for such year exceeds the aggregate dollar amount of the Power Company's charges to the Consumer for such year, the Power Company shall issue a check to the Consumer for such excess dollar amount. The Consumer shall be entitled to all environmental attributes of the Electric Generating Facility during the term of this Agreement. The Consumer shall have the sole and exclusive right to designate the Electric Generating Facility as a renewable resource during the term of this Agreement in order to satisfy any federal, state or local renewable energy requirement, renewable energy procurement requirement, renewable energy portfolio standard, or other renewable energy mandate.

8. Whenever the Power Company's facilities located at the Premises are relocated solely to suit the convenience of the Consumer, the Consumer shall reimburse the Power Company for the entire cost incurred in making such change.

9. (a) The Power Company will use reasonable diligence in furnishing a regular and uninterrupted supply of electric power and energy, but does not guarantee uninterrupted service. The Power Company shall not be liable for damages or other losses in case such supply is interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, governmental action, loss of power supply, breakdowns or injury to the machinery, transmission or distribution lines or other facilities of the Power Company, repairs, maintenance or any cause beyond the Power Company's control; provided, however, that in no event shall the Power Company be liable for personal injury, wrongful death, property damage or other losses not caused by or due to the gross negligence or willful and wanton misconduct of the Power Company; provided, further, however, that in no event shall the Power Company be liable for consequential damages of any nature whatsoever in case such supply of power and energy should be interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed; and provided further that the failure of the Consumer to receive electric power and energy because of any of the aforesaid conditions shall not relieve the Consumer of its obligation to make payments to the Power Company as provided herein.

(b) The point at which service is delivered by the Power Company to the Consumer, and at which the output of Consumer's Electric Generating Facility is transferred to the Power Company, to be known as the "point of interconnection", shall be the point at which the Consumer's electric consuming facilities located on the Premises are connected to the Power Company's electric distribution system, and the point at which Consumer's Electric Generating Facility is connected to the Power Company's electric distribution system. The Power Company shall not be liable for any loss, injury or damage resulting from the Consumer's use of its facilities or equipment or occasioned by the power and energy furnished by the Power Company beyond the point of interconnection.

(c) The Consumer shall provide and maintain suitable protective devices on its equipment to prevent any loss, injury or damage that might result from any fluctuation or irregularity in the supply of electric power and energy. The Power Company shall not be liable for any loss, injury or damage resulting from any fluctuation or irregularity in the supply of power and energy which could have been prevented by the use of such protective devices.

(d) The Power Company will provide and maintain the necessary lines or service connections, metering and other apparatus which may be required for the proper measurement of and rendition of its service, and for the proper measurement of the output of Consumer's Electric Generating Facility. All such apparatus shall be owned and maintained by the Power Company. A single meter or pair of meters will be installed which shall be capable of registering the flow of electricity in each direction from the Power Company's electric distribution system to Consumer's electric consuming facilities located on the Premises, and from the Consumer's Electric Generating Facility to Power Company's electric distribution system, at the point of interconnection.

10. In the event of loss or injury to the property of the Power Company through misuse by, or the negligence of, the Consumer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Power Company by the Consumer.

Consumer will be responsible for any person tampering with, interfering with, or breaking the seals or meters or other equipment of the Power Company installed at the Premises. The Consumer hereby agrees that no one except the employees of or persons duly authorized by the Power Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Power Company. The Consumer shall provide the Power Company reasonable access at all times to the Power Company's meters and other facilities of the Power Company located on the Premises.

11. Metering equipment used in determining the demand and amount of electric power and energy supplied hereunder, and the demand and amount of electric power and energy produced by Consumer's Electric Generating Facility, shall be tested and calibrated, if required, by the Power Company. If any metering equipment shall be found inaccurate, it shall be restored to the extent possible to a 100.0% accurate condition; or new metering equipment to the extent necessary shall be substituted so that, as far as possible, 100.0% accuracy shall always be maintained. The Consumer shall have the right to request that a special meter test be made at any time. In the event a test made at the Consumer's request discloses that the meter tested is registering correctly, or within one percent (1%) above or below 100.0% accuracy at full load, Consumer shall bear the expense of such meter test.

The results of all such tests and calibrations shall be open to examination by the Consumer and a report of every requested test shall be furnished to the Consumer. Any meter

tested and found to be not more than one percent (1%) above or below 100.0% accuracy at full load, shall be considered to be accurate in so far as correction of billing is concerned. If as a result of any test, any meter is found to register in excess of one percent (1%) above or below 100.0% accuracy at full load, then the readings of such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond the last regular monthly billing period occurring prior to the day on which inaccuracy is discovered by such test, and no correction shall be made for a longer period than that during which it may be determined by mutual agreement of the parties involved that the inaccuracy existed. The Power Company will bear the cost of the meter test if any meter is found to register in excess of one percent (1%) above or below 100.0% accuracy at full load.

For any period that metering equipment is found to have failed wholly, or in part, to register and for which no alternate metering is available, it shall be assumed that the demand established, or electric energy delivered, as the case may be, during said period is the same as that for a period of like operation during which such meter was in service and operating.

The Power Company shall notify the Consumer in advance of the time of any meter test so that a representative of the Consumer may be present.

12. Duly authorized representatives of the Power Company shall be permitted to enter the Premises at all reasonable times in order to carry out the provisions hereof.

13. This Agreement shall become effective as of the date first above written and shall remain in effect until terminated by either party giving to the other party not less than ninety (90) days prior notice in writing of its intention to terminate.

14. The Consumer represents and warrants to the Power Company that Consumer is the owner or lessee of the Electric Generating Facility. The Consumer further represents and warrants to the Power Company during the term of this Agreement that: the Electric Generating Facility is a self-certified qualifying cogeneration or small power production facility under PURPA; the Electric Generating Facility is located on the Consumer's Premises; the output of the Electric Generating Facility will be used solely to serve Consumer's electric consuming facilities located on the Premises; and, if leased, the Electric Generating Facility lease does not constitute a retail sale of electricity in violation of the Certified Territories for Electric Suppliers Act (Ohio Revised Code Sections 4933.81 to 4933.90). The Consumer acknowledges that should the Public Utilities Commission of Ohio or a court enter an order finding that the Electric

Generating Facility lease constitutes a retail sale of electricity in violation of the Certified Territories for Electric Suppliers Act, then the Power Company may terminate this Agreement, subject to any rights that the Consumer may have under applicable law, including, without limitation, under PURPA, to require this Agreement to remain in place.

15. (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent.

(b) This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of laws provisions.

17. All present or future federal, state, municipal or other lawful taxes payable by reason of the sale or purchase or Net Billing of the output of the Electric Generating Facility, the production of electrical output from the Electric Generating Facility, or the ownership of the Electric Generating Facility, under this Agreement shall be paid by Consumer. Without limiting the generality of the foregoing, the Consumer shall be solely responsible for: any Ohio kilowatt-hour taxes associated with the production of electricity from the Electric Generating Facility; any Ohio public utility property taxes associated with the Consumer's ownership of the Electric Generating Facility; and any state or federal income taxes associated with the Consumer's receipt of payments or Net Billing by the Power Company or Buckeye under this Agreement. Consumer acknowledges that neither the Power Company nor Buckeye has represented to the Consumer that the Consumer will not be subject to any such kilowatt-hour taxes, public utility property taxes, or state or federal income taxes as a result of the Net Billing arrangements described in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS:

WITNESS:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ATTACHMENT 8

COGENERATION RATE SCHEDULE

See WECI Website for the current version of Rate Schedule CG: <https://weci.org/solar>

**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION
OF A QUALIFYING NON-RESIDENTIAL COGENERATION OR SMALL POWER
PRODUCTION FACILITY GREATER THAN 100 KW**

**OR A QUALIFYING RESIDENTIAL COGENERATION OR SMALL POWER
PRODUCTION FACILITY GREATER THAN 25 KW**

**OPERATED BY [CONSUMER],
OPERATOR OF A [SOURCE] FACILITY
AT [LOCATION]**

This Agreement ("Agreement") dated as of _____, by and between [DISTRIBUTION COOPERATIVE], an Ohio nonprofit corporation (the "Power Company"), and [CONSUMER] (the "Consumer" together with the Power Company, individually, a "Party" and, collectively, the "Parties");

WITNESSETH:

WHEREAS, the Consumer has licensed/leased to [DEVELOPER] certain real property at the Premises, on which [DEVELOPER] has installed or will install on the Premises certain [SOURCE] electric generating facilities of approximately [CAPACITY] kW in the aggregate, which electric generating facilities the Consumer shall lease from [DEVELOPER] or own and which are more particularly described in Exhibit E attached hereto; and

WHEREAS, the Electric Generating Facility is a self-certified qualifying cogeneration or small power production facility under PURPA; and

WHEREAS, the Consumer desires to interconnect the Electric Generating Facility to the Power Company's electric distribution system;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – DEFINITIONS

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement for Electric Service or the Agreement to Purchase Power and Energy, as appropriate. Whenever used in this Agreement, the following terms shall have the following meanings:

"Agreement for Electric Service" shall mean the Agreement for [Back-up and Supplementary] Electric Service of even date herewith between Power Company and the Consumer.

"Agreement to Purchase Power and Energy" shall mean the Agreement to Purchase Power and Energy dated as of even date herewith between the Consumer and Buckeye.

“Buckeye” shall mean Buckeye Power, Inc. and its successors and assigns.

“Electric Generating Facility” shall mean the Consumer’s electric generating units identified in Exhibit E hereof, the output of which is approximately [CAPACITY] kW in the aggregate.

“Emergency” shall mean a condition or situation (i) that in the judgment of Power Company or Consumer is imminently likely to endanger life or property, (ii) that in the sole judgment of Power Company is imminently likely to adversely affect or impair the Power Company Distribution System or the electrical or transmission systems of others to which the Power Company Distribution System is directly or indirectly connected, including, without limitation, the transmission system of Transmission Owner, or (iii) that in the sole judgment of the Consumer is imminently likely to adversely affect or impair the Electric Generating Facility.

“Good Utility Practice” shall mean any of the practices, methods and acts engaged in or approved by a significant proportion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts.

“Interconnection Facilities” shall mean all facilities presently in place or presently proposed to be installed, as identified in Exhibit A hereof, or facilities which are later installed, in order to interconnect the Electric Generating Facility to the Power Company Distribution System, including System Protection Facilities.

“Interconnection Service” shall mean the services provided by the Power Company to interconnect the Electric Generating Facility with the Power Company Distribution System pursuant to the terms of this Agreement.

“Metering Equipment” shall mean the single meter currently installed at the Point of Interconnection or to be installed at the Point of Interconnection as described in Exhibit B hereof.

“NERC” shall mean the North American Electric Reliability Corporation, and any successor thereto.

“Point of Interconnection” shall mean the point or points, shown in Exhibit A hereof, where the Consumer’s Interconnection Facilities interconnect with the Power Company Distribution System.

“Power Company Distribution System” shall mean all electric distribution facilities owned or controlled by Power Company on Power Company’s side of the Point of Interconnection, including, without limitation, Power Company’s Interconnection Facilities.

“ReliabilityFirst” shall mean ReliabilityFirst Corporation, one of the regional reliability councils of NERC formed to promote reliability and adequacy of bulk power supply of the electric utility systems in North America, and any successor thereto.

“System Protection Facilities” shall mean the equipment required to protect (a) the Power Company Distribution System, the systems of others directly or indirectly connected to the Power Company Distribution System, including, without limitation, the transmission system of Transmission Owner, and Power Company’s customers from faults or other electrical disturbances occurring at the Electric Generating Facility or otherwise on Consumer’s side of the Point of Interconnection, and (b) the Electric Generating Facility from faults or other electrical disturbances occurring on the Power Company Distribution System or on the systems of others to which the Power Company Distribution System is directly or indirectly connected, including, without limitation, the transmission system of Transmission Owner.

“Transmission Owner” shall mean affiliates of [TRANSMISSION OWNER], owning transmission facilities to which the Power Company Distribution System is interconnected, and its successors and assigns.

“Transmission Provider” shall mean PJM Interconnection, LLC, providing transmission service through facilities owned by Transmission Owner, and its successors and assigns.

ARTICLE 2 – INTERCONNECTION SERVICE

Subject to the terms and conditions of the Agreement for Electric Service and this Agreement, Power Company shall provide Consumer with Interconnection Service for the Electric Generating Facility for the term of the Agreement for Electric Service.

ARTICLE 3 – OPERATION AND MAINTENANCE

3.1 Operation, Maintenance and Control of the Electric Generating Facility. The Consumer shall own or lease, operate, maintain and control the Electric Generating Facility and Consumer’s Interconnection Facilities (a) in a safe and reliable manner, (b) in accordance with Good Utility Practice, (c) in accordance with applicable operational and reliability criteria, protocols, and directives, including those of NERC, ReliabilityFirst, the Power Company, Transmission Owner and Transmission Provider (including, without limitation, those requirements of Power Company set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof), and (d) in accordance with the provisions of this Agreement. Consumer may operate the Electric Generating Facility in parallel and in synchronization with the electric power and energy provided by Power Company to Consumer pursuant to the Agreement for Electric Service[, as an auxiliary or supplement to such electric power and energy, and may] **[OR]** [. Consumer shall not] use the output of the Electric Generating Facility to meet the requirements of Consumer’s

[or any of its affiliates'] electric consuming facilities located on the Premises. Any output of the Electric Generating Facility [in excess of the requirements of Consumer's electric consuming facilities located on the Premises] shall be sold to Buckeye Power, Inc. in accordance with the Agreement to Purchase Power and Energy.

3.2 Protection and System Quality. Consumer shall, at its expense, provide, install, own or lease, operate and maintain System Protection Facilities, including such protective and regulating devices as are required by NERC, ReliabilityFirst, the Power Company, Transmission Owner or Transmission Provider, or by order, rule or regulation of any duly-constituted regulatory authority having jurisdiction, or as are otherwise required by Good Utility Practice in order to protect persons and property and to minimize deleterious effects to the Power Company Distribution System and the transmission system of Transmission Owner. Any such protective or regulating devices that may be required on Power Company's or Transmission Owner's facilities in connection with the operation of the Electric Generating Facility shall be installed by Power Company or Transmission Owner, as the case may be, at Consumer's expense. Power Company reserves the right to modify or expand its requirements for protective devices in conformance with Good Utility Practice.

3.3 Inspection. Power Company shall have the right, but shall have no obligation or responsibility to (a) observe Consumer's tests and inspections of any of Consumer's protective equipment, (b) review the settings of Consumer's protective equipment, and (c) review Consumer's maintenance records relative to the Electric Generating Facility and Consumer's protective equipment. The foregoing rights may be exercised by Power Company from time to time as deemed necessary by the Power Company upon reasonable notice to Consumer. However, the exercise or non-exercise by Power Company of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement or confirmation of any aspect, feature, element, or condition of the Electric Generating Facility or Consumer's protective equipment or the operation thereof, nor as a warranty as to the fitness, safety, desirability, or reliability of same.

3.4 Disconnection. Upon termination of the Agreement for Electric Service by its terms, Consumer shall disconnect the Electric Generating Facility from the Power Company Distribution System. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Electric Generating Facility immediately and without prior notice if, in the Power Company's sole opinion, an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Electric Generating Facility with no less than seven days prior notice if, in the Power Company's sole opinion, such disconnection is required in order for the Power Company, Buckeye, or the Transmission Owner, to conduct maintenance, repairs or replacements of their facilities or their systems. Consumer shall disconnect the Electric Generating Facility immediately if an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage.

ARTICLE 4 – EMERGENCIES

The Consumer agrees to comply with NERC, ReliabilityFirst, Power Company, Transmission Owner and Transmission Provider Emergency procedures, as applicable, with respect to Emergencies (including, without limitation, those of requirements of the Power Company set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). The Consumer shall provide the Power Company with oral notification that is prompt under the circumstances of an Emergency which may reasonably be expected to affect the Power Company Distribution System or the transmission system of Transmission Owner, to the extent the Consumer is aware of the Emergency. To the extent the Consumer is aware of the facts of the Emergency, such notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken or to be taken, and shall be followed as soon as practicable with written notice. In the event of an Emergency, the party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, damage or loss.

ARTICLE 5 – MODIFICATIONS AND CONSTRUCTION

5.1 Modifications. Either party may undertake modifications to its facilities; provided, that Consumer shall not increase the output of the Electric Generating Facility or make other material change or modification to the configuration or operation of the Electric Generating Facility without the prior written consent of Power Company and Buckeye. In the event that the Consumer plans to undertake a modification that reasonably may be expected to impact the Power Company's facilities, the Consumer shall provide the Power Company and Buckeye with sufficient information regarding such modification so that the Power Company and Buckeye can evaluate the potential impact of such modification prior to commencement of the work.

5.2 Construction.

5.2.1 Land Rights. Consumer shall furnish at no cost to Power Company any necessary access, easements, licenses, and/or rights of way upon, over, under, and across lands owned or controlled by Consumer and/or its affiliated interests for the construction, operation and maintenance by Power Company of necessary lines, substations, and other equipment to accomplish interconnection of the Electric Generating Facility with the Power Company Distribution System under this Agreement and the provision of electric service to the Consumer under the Agreement for Electric Service, and shall, at all reasonable times, give the Power Company, and its agents, free access to such lines, substations, and equipment. An accessible, protected and satisfactory site selected upon mutual agreement by the Parties and located on the Consumer's premises shall be provided by and at the Consumer's expense for installation of necessary metering equipment, unless Power Company elects to install the metering equipment on a location controlled by it.

5.2.2 Electric Generating Facility and Equipment Design and Construction. Consumer shall, at its sole expense, design, construct, and install the Electric Generating Facility and all equipment needed to interconnect the Electric Generating Facility with the Power Company Distribution System, except for any Interconnection Facilities to be constructed by Power

Company pursuant to Exhibit A hereof. The Consumer's Interconnection Facilities and equipment shall satisfy all requirements of applicable safety and engineering codes, including the Power Company's, and further, shall satisfy all requirements of any duly-constituted regulatory authority having jurisdiction and the requirements of Transmission Owner and Transmission Provider (including, without limitation, those of requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). Consumer shall submit all specifications for Consumer's Interconnection Facilities and equipment, including System Protection Facilities, to the Power Company for review at least ninety (90) days prior to interconnecting such Interconnection Facilities and equipment with the Power Company Distribution System. Power Company's review of Consumer's specifications shall be construed neither as confirming nor as endorsing the design, nor as any warranty as to fitness, safety, durability or reliability of Consumer's interconnection facilities or equipment. Power Company shall not, by reasons of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of Consumer's Interconnection Facilities or equipment, nor shall Power Company's acceptance be deemed to be an endorsement of any facility or equipment. Consumer agrees to make changes to its Interconnection Facilities and equipment as may be reasonably required to meet the requirements of the Power Company. In the event it becomes necessary for Power Company to alter, add to, relocate or rearrange the Interconnection Facilities or to rearrange or relocate existing Power Company-owned facilities which are not Interconnection Facilities to continue to conduct interconnected operations in accordance with Good Utility Practice, then Consumer shall pay for such work.

ARTICLE 6 – METERING

Power Company shall purchase and install Metering Equipment to meter the electric service sold by the Consumer from the Electric Generating Facility to Buckeye Power, Inc. Power Company shall own, operate and maintain the Metering Equipment. All costs associated with the purchase, installation, ownership, operation and maintenance of Metering Equipment, as more fully described in Exhibit B hereof shall be borne by Consumer.

ARTICLE 7 – INFORMATION REPORTING

Consumer shall promptly provide to the Power Company all relevant information, documents, or data regarding the Consumer's facilities and equipment that have been reasonably requested by the Power Company.

ARTICLE 8 – INDEMNITY AND LIABILITY

Consumer agrees to fully indemnify, release, and hold Power Company, its members, trustees, officers, managers, employees, agents, representatives, and servants, Power Company's affiliated and associated companies, and their respective members, trustees, shareholders, directors, partners, stakeholders, officers, managers, employees, agents, representatives, and servants, and Power Company's successors and assigns, harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including attorneys' fees and other costs of defense) of any nature or kind whatsoever, including, but not limited to, claims, demands and/or liabilities for personal injury to (including death of) any person whomever

(including payments and awards made to employees or others under any workers' compensation law or under any plan for employees' disability and death benefits) and for damage to any property whatsoever (including Consumer's Electric Generating Facility, the Power Company Distribution System, and the transmission system of Transmission Owner) arising out of or otherwise resulting from the use, ownership, lease, maintenance, or operation of the Electric Generating Facility or the Interconnection Facilities, regardless of whether such claims, demands or liability are alleged to have been caused by negligence or to have arisen out of Power Company's status as the owner, lessee, or operator of facilities involved; provided, however, that the foregoing shall not apply to the extent that any such personal injury or property damage is held to have been caused by the gross negligence or intentional wrongdoing of Power Company or its agents or employees. Neither party shall be liable in statute, contract, in tort (including negligence), strict liability, or otherwise to the other party, its agents, representatives, affiliated and associated companies, or assigns, for any incidental or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue, resulting from any party's performance or non-performance of an obligation imposed on it by this Agreement.

ARTICLE 9 – INSURANCE

9.1 Consumer shall obtain and maintain the following policies of insurance during the term of this Agreement:

(a) Workers' Compensation Insurance which complies with the laws of the State of Ohio and Employers' Liability insurance with limits of at least \$ 1,000,000; and

(b) Comprehensive or Commercial General Liability insurance with bodily injury and property damage combined single limits of at least \$250,000 per occurrence if the Electric Generating Facility is 10 kW or less, \$1,000,000 per occurrence if the Electric Generating Facility is greater than 10 kW but less than 100 kW, and \$5,000,000 per occurrence if the Electric Generating Facility is 100 kW or greater. Such insurance shall include, but not necessarily be limited to specific coverage for contractual liability encompassing the indemnification provisions in Article 8, broad form property damage liability, personal injury liability, explosion and collapse hazard coverage, products/completed operations liability, and, where applicable, watercraft protection and indemnity liability; and

(c) If the Electric Generating Facility is greater than 2 MW, Excess Umbrella liability insurance with a single limit of at least \$5,000,000 per occurrence in excess of the limits of insurance provided in subparagraphs (a) and (b) above.

9.2 The amounts of insurance required in Section 9.1 above may be satisfied by the Consumer purchasing primary coverage in the amounts specified or by buying a separate excess Umbrella Liability policy together with lower limit primary underlying coverage. The structure of the coverage is the Consumer's option, so long as the total amount of insurance meets the Power Company's requirements.

9.3 The coverages requested in Section 9.1(b) above and any Umbrella or Excess coverage should be “occurrence” form policies. In the event Consumer has “claims-made” form coverage, Consumer must obtain prior approval of all “claims-made” policies from Power Company.

9.4 Consumer shall cause its insurers to amend its Comprehensive or Commercial General Liability and, if applicable, Umbrella or Excess Liability policies with the following endorsement items (a) through (e); and to amend Consumer’s Workers’ Compensation, and Auto Liability policies with endorsement item (e):

(a) Power Company, and its directors, officers, and employees are additional Insureds under this Policy; and

(b) This insurance is primary with respect to the interest of Power Company, and its directors, officers, and employees and any other insurance maintained by them is excess and not contributory with this insurance; and

(c) The following cross liability clause is made a part of the policy: “In the event of claims being made by reasons of (i) personal and/or bodily injuries suffered by any employee or employees of one insured hereunder for which another insured hereunder is or may be liable, or (ii) damage to property belonging to any insured hereunder for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies have been issued to each insured hereunder, except with respect to the limits of insurance; and

(d) Insurer hereby waives all rights of subrogation against Power Company, and its officers, directors and employees; and

(e) Notwithstanding any provision of the policy, this policy may not be canceled, non-renewed or materially changed by the insurer without giving thirty (30) days prior written notice to Power Company. All other terms and conditions of the policy remain unchanged.

9.4 Consumer shall cause its insurers or agents to provide Power Company with certificates of insurance evidencing the policies and endorsements listed above prior to interconnecting the Electric Generating Facility with the Power Company Distribution System, as well as copies of each annual renewal certificate for such policies and endorsements, promptly after such renewal certificates are issued. Power Company shall have the right to review the policies and endorsements listed above at any time during the term of this Agreement, and Consumer shall promptly provide copies of the same to Power Company upon its request. Failure of Power Company to obtain certificates of insurance does not relieve Consumer of the insurance requirements set forth herein. Failure to obtain the insurance coverage required by this Article 9 shall in no way relieve or limit Consumer’s obligations and liabilities under other provisions of this Agreement.

ARTICLE 10 – BUCKEYE, TRANSMISSION OWNER AND TRANSMISSION PROVIDER CONSENT

The consent of Buckeye, the Transmission Owner and/or Transmission Provider, if the Power Company determines that such consent is required, shall be required prior to any interconnection of the Consumer's Electric Generating Facility with the Power Company Distribution System.

ARTICLE 11 – TERM

This Agreement shall begin on the date first written above and shall continue until the ten year anniversary of the Commencement Date (as defined in the Agreement to Purchase Power and Energy) unless extended, terminated or cancelled. Commencing with the tenth (10th) anniversary date of the Commencement Date, this Agreement shall automatically renew for successive periods of one (1) year each, unless either party provides notice of termination at least 90 days prior to the end of the initial term or any one year extension of the initial term, in which case the Agreement shall terminate at the end of the then current term. Power Company may terminate this Agreement at any time upon material breach by Consumer of its obligations under this Agreement. This Agreement shall automatically terminate upon the termination of the Agreement for Electric Service or the Agreement to Purchase Power and Energy.

ARTICLE 12 – REPRESENTATIONS AND WARRANTIES

The Consumer represents and warrants to the Power Company that: the Electric Generating Facility is a self-certified qualifying cogeneration or small power production facility under PURPA; the Consumer is lessee or owner of the Electric Generating Facility; the Electric Generating Facility is located on the Consumer's Premises; the output of the Electric Generating Facility will be used solely to serve Consumer's electric consuming facilities located on the Premises or sold to Buckeye Power, Inc.; and the agreement between the Consumer and [DEVELOPER] constitutes a lease for purposes of Ohio law and does not constitute a retail sale of electricity in violation of the Certified Territories for Electric Suppliers Act (Ohio Revised Code Sections 4933.81 to 4933.90). The Consumer acknowledges that should the Public Utilities Commission of Ohio or a court find that the agreement between [DEVELOPER] and the Consumer constitutes a retail sale of electricity in violation of the Certified Territories for Electric Suppliers Act, then the Power Company may terminate this Agreement, subject to any rights that the Consumer may have under federal law to require this Agreement to remain in place.

ARTICLE 13 – MISCELLANEOUS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent. This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required. This Agreement shall be governed by and construed in accordance

with the laws of the State of Ohio, except for any conflicts of laws provisions. This Agreement may not be modified except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[DISTRIBUTION COOPERATIVE]

By: _____
Name: _____
Title: _____

[CONSUMER]

By: _____
Name: _____
Title: _____

EXHIBIT A
INTERCONNECTION FACILITIES

This Exhibit A is a part of the Agreement for Interconnection and Parallel Operation between Consumer and Power Company.

Point of Interconnection

The point of interconnection will be at the point where _____. See Drawing No. _____, dated _____, which drawing is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Power Company

Power Company shall construct the following interconnection facilities and perform the following services with respect to said facilities:

See the Power Company Feasibility Study, dated _____, a copy of which is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Consumer

Consumer shall construct all interconnection facilities required by the Power Company's Technical Guidelines for Interconnection and Parallel Operation, the Power Company's Rules and Regulations for Distributed Resources, and the terms of this Agreement.

Cost Responsibility

Consumer shall be solely responsible for all costs associated with Consumer's construction of Interconnection Facilities.

Consumer and Power Company hereby acknowledge and agree that the cost listed below is only an estimate and that Consumer hereby agrees to and shall reimburse Power Company for all actual costs, including any applicable taxes, associated with the Power Company's construction of Interconnection Facilities as set forth in this Exhibit A. The cost of the Power Company's Interconnection Facilities is estimated to be \$ _____. The Consumer will pay to the Power Company a deposit of \$ _____ coincident with the execution of the Agreement.

EXHIBIT B
METERING EQUIPMENT

This Exhibit B is a part of the Agreement for Interconnection and Parallel Operation between Consumer and Power Company.

The metering facilities will be located at _____.

Power Company, at Consumer's expense, will purchase, install, own, operate, and maintain the following metering instrumentation as required for on site metering and telemetering:

Metering will be accomplished using a single meter capable of registering the flow of electricity from the Consumer's electric generating facility to the Power Company Distribution System. Maintenance of the meter(s) will be the responsibility of the Power Company, which will own the meter(s).

Consumer and Power Company hereby acknowledge and agree that the cost listed below is only an estimate and that Consumer hereby agrees to and shall reimburse Power Company for all actual costs, including any applicable taxes, associated with the Power Company's installation of Metering Equipment as set forth in this Exhibit B. The cost for the Metering Equipment is estimated to be \$_____.

EXHIBIT C
POWER COMPANY REQUIREMENTS

See the attached Power Company's Rules and Regulations for Distributed Resources and Small Power Production Facilities and the attached Power Company's Technical Guidelines for Interconnection and Parallel Operation.

EXHIBIT D
TRANSMISSION OWNER AND/OR TRANSMISSION PROVIDER REQUIREMENTS

[The Consumer shall pay for all facilities and upgrades identified by the Transmission Owner and/or Transmission Provider in the PJM Generator Interconnection Request, Queue _____, Power Company's Feasibility/Impact Study dated _____, and in the Wholesale Market Participation Agreement by and among Transmission Provider, Transmission Owner and Consumer dated _____, copies of which are attached hereto and made a part hereof. The Consumer shall enter into any facilities/construction agreements required by the Transmission Owner/Transmission Provider in connection with the construction of the necessary transmission facilities/upgrades identified in the attached documents.]

EXHIBIT E
ELECTRIC GENERATING FACILITY DESCRIPTION

**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION
OF A QUALIFYING NON-RESIDENTIAL COGENERATION OR SMALL POWER
PRODUCTION FACILITY GREATER THAN 100 KW**

**OR A QUALIFYING RESIDENTIAL COGENERATION OR SMALL POWER
PRODUCTION FACILITY GREATER THAN 25 KW**

**OPERATED BY [CONSUMER],
OPERATOR OF A [SOURCE] FACILITY
AT [LOCATION]**

This Agreement (“Agreement”) dated as of _____, by and between [DISTRIBUTION COOPERATIVE], an Ohio nonprofit corporation (the “Power Company”), and [CONSUMER] (the “Consumer” together with the Power Company, individually, a “Party” and, collectively, the “Parties”);

WITNESSETH:

WHEREAS, the Consumer has installed or will install on the Premises certain [SOURCE] electric generating facilities of approximately [CAPACITY] kW in the aggregate, which electric generating facilities the Consumer shall own and which are more particularly described in Exhibit E attached hereto; and

WHEREAS, the Electric Generating Facility is a self-certified qualifying cogeneration or small power production facility under PURPA; and

WHEREAS, the Consumer desires to interconnect the Electric Generating Facility to the Power Company’s electric distribution system;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – DEFINITIONS

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement for Electric Service or the Agreement to Purchase Power and Energy, as appropriate. Whenever used in this Agreement, the following terms shall have the following meanings:

“Agreement for Electric Service” shall mean the Agreement for [Back-up and Supplementary] Electric Service of even date herewith between Power Company and the Consumer.

“Agreement to Purchase Power and Energy” shall mean the Agreement to Purchase Power and Energy dated as of even date herewith between the Consumer and Buckeye.

“Buckeye” shall mean Buckeye Power, Inc. and its successors and assigns.

“Electric Generating Facility” shall mean the Consumer’s electric generating units identified in Exhibit E hereof, the output of which is approximately [CAPACITY] kW in the aggregate.

“Emergency” shall mean a condition or situation (i) that in the judgment of Power Company or Consumer is imminently likely to endanger life or property, (ii) that in the sole judgment of Power Company is imminently likely to adversely affect or impair the Power Company Distribution System or the electrical or transmission systems of others to which the Power Company Distribution System is directly or indirectly connected, including, without limitation, the transmission system of Transmission Owner, or (iii) that in the sole judgment of the Consumer is imminently likely to adversely affect or impair the Electric Generating Facility.

“Good Utility Practice” shall mean any of the practices, methods and acts engaged in or approved by a significant proportion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts.

“Interconnection Facilities” shall mean all facilities presently in place or presently proposed to be installed, as identified in Exhibit A hereof, or facilities which are later installed, in order to interconnect the Electric Generating Facility to the Power Company Distribution System, including System Protection Facilities.

“Interconnection Service” shall mean the services provided by the Power Company to interconnect the Electric Generating Facility with the Power Company Distribution System pursuant to the terms of this Agreement.

“Metering Equipment” shall mean the single meter currently installed at the Point of Interconnection or to be installed at the Point of Interconnection as described in Exhibit B hereof.

“NERC” shall mean the North American Electric Reliability Corporation, and any successor thereto.

“Point of Interconnection” shall mean the point or points, shown in Exhibit A hereof, where the Consumer’s Interconnection Facilities interconnect with the Power Company Distribution System.

“Power Company Distribution System” shall mean all electric distribution facilities owned or controlled by Power Company on Power Company’s side of the Point of Interconnection, including, without limitation, Power Company’s Interconnection Facilities.

“ReliabilityFirst” shall mean ReliabilityFirst Corporation, one of the regional reliability councils of NERC formed to promote reliability and adequacy of bulk power supply of the electric utility systems in North America, and any successor thereto.

“System Protection Facilities” shall mean the equipment required to protect (a) the Power Company Distribution System, the systems of others directly or indirectly connected to the Power Company Distribution System, including, without limitation, the transmission system of Transmission Owner, and Power Company’s customers from faults or other electrical disturbances occurring at the Electric Generating Facility or otherwise on Consumer’s side of the Point of Interconnection, and (b) the Electric Generating Facility from faults or other electrical disturbances occurring on the Power Company Distribution System or on the systems of others to which the Power Company Distribution System is directly or indirectly connected, including, without limitation, the transmission system of Transmission Owner.

“Transmission Owner” shall mean affiliates of [TRANSMISSION OWNER], owning transmission facilities to which the Power Company Distribution System is interconnected, and its successors and assigns.

“Transmission Provider” shall mean PJM Interconnection, LLC, providing transmission service through facilities owned by Transmission Owner, and its successors and assigns.

ARTICLE 2 – INTERCONNECTION SERVICE

Subject to the terms and conditions of the Agreement for Electric Service and this Agreement, Power Company shall provide Consumer with Interconnection Service for the Electric Generating Facility for the term of the Agreement for Electric Service.

ARTICLE 3 – OPERATION AND MAINTENANCE

3.1 Operation, Maintenance and Control of the Electric Generating Facility. The Consumer shall own, operate, maintain and control the Electric Generating Facility and Consumer’s Interconnection Facilities (a) in a safe and reliable manner, (b) in accordance with Good Utility Practice, (c) in accordance with applicable operational and reliability criteria, protocols, and directives, including those of NERC, ReliabilityFirst, the Power Company, Transmission Owner and Transmission Provider (including, without limitation, those requirements of Power Company set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof), and (d) in accordance with the provisions of this Agreement. Consumer may operate the Electric Generating Facility in parallel and in synchronization with the electric power and energy provided by Power Company to Consumer pursuant to the Agreement for Electric Service[, as an auxiliary or supplement to such electric power and energy, and may] **[OR]** [. Consumer shall not] use the output of the Electric Generating Facility to meet the requirements of Consumer’s [or any of its affiliates’] electric consuming facilities located on the Premises. Any output of the Electric Generating Facility [in excess of the requirements of Consumer’s electric consuming

facilities located on the Premises] shall be sold to Buckeye Power, Inc. in accordance with the Agreement to Purchase Power and Energy.

3.2 Protection and System Quality. Consumer shall, at its expense, provide, install, own or lease, operate and maintain System Protection Facilities, including such protective and regulating devices as are required by NERC, ReliabilityFirst, the Power Company, Transmission Owner or Transmission Provider, or by order, rule or regulation of any duly-constituted regulatory authority having jurisdiction, or as are otherwise required by Good Utility Practice in order to protect persons and property and to minimize deleterious effects to the Power Company Distribution System and the transmission system of Transmission Owner. Any such protective or regulating devices that may be required on Power Company's or Transmission Owner's facilities in connection with the operation of the Electric Generating Facility shall be installed by Power Company or Transmission Owner, as the case may be, at Consumer's expense. Power Company reserves the right to modify or expand its requirements for protective devices in conformance with Good Utility Practice.

3.3 Inspection. Power Company shall have the right, but shall have no obligation or responsibility to (a) observe Consumer's tests and inspections of any of Consumer's protective equipment, (b) review the settings of Consumer's protective equipment, and (c) review Consumer's maintenance records relative to the Electric Generating Facility and Consumer's protective equipment. The foregoing rights may be exercised by Power Company from time to time as deemed necessary by the Power Company upon reasonable notice to Consumer. However, the exercise or non-exercise by Power Company of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement or confirmation of any aspect, feature, element, or condition of the Electric Generating Facility or Consumer's protective equipment or the operation thereof, nor as a warranty as to the fitness, safety, desirability, or reliability of same.

3.4 Disconnection. Upon termination of the Agreement for Electric Service by its terms, Consumer shall disconnect the Electric Generating Facility from the Power Company Distribution System. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Electric Generating Facility immediately and without prior notice if, in the Power Company's sole opinion, an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Electric Generating Facility with no less than seven days prior notice if, in the Power Company's sole opinion, such disconnection is required in order for the Power Company, Buckeye, or the Transmission Owner, to conduct maintenance, repairs or replacements of their facilities or their systems. Consumer shall disconnect the Electric Generating Facility immediately if an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage.

ARTICLE 4 – EMERGENCIES

The Consumer agrees to comply with NERC, ReliabilityFirst, Power Company, Transmission Owner and Transmission Provider Emergency procedures, as applicable, with respect to Emergencies (including, without limitation, those of requirements of the Power

Company set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). The Consumer shall provide the Power Company with oral notification that is prompt under the circumstances of an Emergency which may reasonably be expected to affect the Power Company Distribution System or the transmission system of Transmission Owner, to the extent the Consumer is aware of the Emergency. To the extent the Consumer is aware of the facts of the Emergency, such notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken or to be taken, and shall be followed as soon as practicable with written notice. In the event of an Emergency, the party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, damage or loss.

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5.1 Modifications. Either party may undertake modifications to its facilities; provided, that Consumer shall not increase the output of the Electric Generating Facility or make other material change or modification to the configuration or operation of the Electric Generating Facility without the prior written consent of Power Company and Buckeye. In the event that the Consumer plans to undertake a modification that reasonably may be expected to impact the Power Company’s facilities, the Consumer shall provide the Power Company and Buckeye with sufficient information regarding such modification so that the Power Company and Buckeye can evaluate the potential impact of such modification prior to commencement of the work.

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5.2.1 Land Rights. Consumer shall furnish at no cost to Power Company any necessary access, easements, licenses, and/or rights of way upon, over, under, and across lands owned or controlled by Consumer and/or its affiliated interests for the construction, operation and maintenance by Power Company of necessary lines, substations, and other equipment to accomplish interconnection of the Electric Generating Facility with the Power Company Distribution System under this Agreement and the provision of electric service to the Consumer under the Agreement for Electric Service, and shall, at all reasonable times, give the Power Company, and its agents, free access to such lines, substations, and equipment. An accessible, protected and satisfactory site selected upon mutual agreement by the Parties and located on the Consumer’s premises shall be provided by and at the Consumer’s expense for installation of necessary metering equipment, unless Power Company elects to install the metering equipment on a location controlled by it.

5.2.2 Electric Generating Facility and Equipment Design and Construction. Consumer shall, at its sole expense, design, construct, and install the Electric Generating Facility and all equipment needed to interconnect the Electric Generating Facility with the Power Company Distribution System, except for any Interconnection Facilities to be constructed by Power Company pursuant to Exhibit A hereof. The Consumer’s Interconnection Facilities and equipment shall satisfy all requirements of applicable safety and engineering codes, including the Power Company’s, and further, shall satisfy all requirements of any duly-constituted regulatory

authority having jurisdiction and the requirements of Transmission Owner and Transmission Provider (including, without limitation, those of requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). Consumer shall submit all specifications for Consumer's Interconnection Facilities and equipment, including System Protection Facilities, to the Power Company for review at least ninety (90) days prior to interconnecting such Interconnection Facilities and equipment with the Power Company Distribution System. Power Company's review of Consumer's specifications shall be construed neither as confirming nor as endorsing the design, nor as any warranty as to fitness, safety, durability or reliability of Consumer's interconnection facilities or equipment. Power Company shall not, by reasons of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of Consumer's Interconnection Facilities or equipment, nor shall Power Company's acceptance be deemed to be an endorsement of any facility or equipment. Consumer agrees to make changes to its Interconnection Facilities and equipment as may be reasonably required to meet the requirements of the Power Company. In the event it becomes necessary for Power Company to alter, add to, relocate or rearrange the Interconnection Facilities or to rearrange or relocate existing Power Company-owned facilities which are not Interconnection Facilities to continue to conduct interconnected operations in accordance with Good Utility Practice, then Consumer shall pay for such work.

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Power Company shall purchase and install Metering Equipment to meter the electric service sold by the Consumer from the Electric Generating Facility to Buckeye Power, Inc. Power Company shall own, operate and maintain the Metering Equipment. All costs associated with the purchase, installation, ownership, operation and maintenance of Metering Equipment, as more fully described in Exhibit B hereof shall be borne by Consumer.

ARTICLE 7 – INFORMATION REPORTING

Consumer shall promptly provide to the Power Company all relevant information, documents, or data regarding the Consumer's facilities and equipment that have been reasonably requested by the Power Company.

ARTICLE 8 – INDEMNITY AND LIABILITY

Consumer agrees to fully indemnify, release, and hold Power Company, its members, trustees, officers, managers, employees, agents, representatives, and servants, Power Company's affiliated and associated companies, and their respective members, trustees, shareholders, directors, partners, stakeholders, officers, managers, employees, agents, representatives, and servants, and Power Company's successors and assigns, harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including attorneys' fees and other costs of defense) of any nature or kind whatsoever, including, but not limited to, claims, demands and/or liabilities for personal injury to (including death of) any person whomever (including payments and awards made to employees or others under any workers' compensation law or under any plan for employees' disability and death benefits) and for damage to any property whatsoever (including Consumer's Electric Generating Facility, the Power Company

Distribution System, and the transmission system of Transmission Owner) arising out of or otherwise resulting from the use, ownership, lease, maintenance, or operation of the Electric Generating Facility or the Interconnection Facilities, regardless of whether such claims, demands or liability are alleged to have been caused by negligence or to have arisen out of Power Company's status as the owner, lessee, or operator of facilities involved; provided, however, that the foregoing shall not apply to the extent that any such personal injury or property damage is held to have been caused by the gross negligence or intentional wrongdoing of Power Company or its agents or employees. Neither party shall be liable in statute, contract, in tort (including negligence), strict liability, or otherwise to the other party, its agents, representatives, affiliated and associated companies, or assigns, for any incidental or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue, resulting from any party's performance or non-performance of an obligation imposed on it by this Agreement.

ARTICLE 9 – INSURANCE

9.1 Consumer shall obtain and maintain the following policies of insurance during the term of this Agreement:

(a) Workers' Compensation Insurance which complies with the laws of the State of Ohio and Employers' Liability insurance with limits of at least \$ 1,000,000; and

(b) Comprehensive or Commercial General Liability insurance with bodily injury and property damage combined single limits of at least \$250,000 per occurrence if the Electric Generating Facility is 10 kW or less, \$1,000,000 per occurrence if the Electric Generating Facility is greater than 10 kW but less than 100 kW, and \$5,000,000 per occurrence if the Electric Generating Facility is 100 kW or greater. Such insurance shall include, but not necessarily be limited to specific coverage for contractual liability encompassing the indemnification provisions in Article 8, broad form property damage liability, personal injury liability, explosion and collapse hazard coverage, products/completed operations liability, and, where applicable, watercraft protection and indemnity liability; and

(c) If the Electric Generating Facility is greater than 2 MW, Excess Umbrella liability insurance with a single limit of at least \$5,000,000 per occurrence in excess of the limits of insurance provided in subparagraphs (a) and (b) above.

9.2 The amounts of insurance required in Section 9.1 above may be satisfied by the Consumer purchasing primary coverage in the amounts specified or by buying a separate excess Umbrella Liability policy together with lower limit primary underlying coverage. The structure of the coverage is the Consumer's option, so long as the total amount of insurance meets the Power Company's requirements.

9.3 The coverages requested in Section 9.1(b) above and any Umbrella or Excess coverage should be "occurrence" form policies. In the event Consumer has "claims-made" form coverage, Consumer must obtain prior approval of all "claims-made" policies from Power Company.

9.4 Consumer shall cause its insurers to amend its Comprehensive or Commercial General Liability and, if applicable, Umbrella or Excess Liability policies with the following endorsement items (a) through (e); and to amend Consumer's Workers' Compensation, and Auto Liability policies with endorsement item (e):

(a) Power Company, and its directors, officers, and employees are additional Insureds under this Policy; and

(b) This insurance is primary with respect to the interest of Power Company, and its directors, officers, and employees and any other insurance maintained by them is excess and not contributory with this insurance; and

(c) The following cross liability clause is made a part of the policy: "In the event of claims being made by reasons of (i) personal and/or bodily injuries suffered by any employee or employees of one insured hereunder for which another insured hereunder is or may be liable, or (ii) damage to property belonging to any insured hereunder for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies have been issued to each insured hereunder, except with respect to the limits of insurance; and

(d) Insurer hereby waives all rights of subrogation against Power Company, and its officers, directors and employees; and

(e) Notwithstanding any provision of the policy, this policy may not be canceled, non-renewed or materially changed by the insurer without giving thirty (30) days prior written notice to Power Company. All other terms and conditions of the policy remain unchanged.

9.4 Consumer shall cause its insurers or agents to provide Power Company with certificates of insurance evidencing the policies and endorsements listed above prior to interconnecting the Electric Generating Facility with the Power Company Distribution System, as well as copies of each annual renewal certificate for such policies and endorsements, promptly after such renewal certificates are issued. Power Company shall have the right to review the policies and endorsements listed above at any time during the term of this Agreement, and Consumer shall promptly provide copies of the same to Power Company upon its request. Failure of Power Company to obtain certificates of insurance does not relieve Consumer of the insurance requirements set forth herein. Failure to obtain the insurance coverage required by this Article 9 shall in no way relieve or limit Consumer's obligations and liabilities under other provisions of this Agreement.

ARTICLE 10 – BUCKEYE, TRANSMISSION OWNER AND TRANSMISSION PROVIDER CONSENT

The consent of Buckeye, the Transmission Owner and/or Transmission Provider, if the Power Company determines that such consent is required, shall be required prior to any

interconnection of the Consumer's Electric Generating Facility with the Power Company Distribution System.

ARTICLE 11 – TERM

This Agreement shall begin on the date first written above and shall continue until the ten year anniversary of the Commencement Date (as defined in the Agreement to Purchase Power and Energy) unless extended, terminated or cancelled. Commencing with the tenth (10th) anniversary date of the Commencement Date, this Agreement shall automatically renew for successive periods of one (1) year each, unless either party provides notice of termination at least 90 days prior to the end of the initial term or any one year extension of the initial term, in which case the Agreement shall terminate at the end of the then current term. Power Company may terminate this Agreement at any time upon material breach by Consumer of its obligations under this Agreement. This Agreement shall automatically terminate upon the termination of the Agreement for Electric Service or the Agreement to Purchase Power and Energy.

ARTICLE 12 – REPRESENTATIONS AND WARRANTIES

The Consumer represents and warrants to the Power Company that: the Electric Generating Facility is a self-certified qualifying cogeneration or small power production facility under PURPA; the Consumer is lessee or owner of the Electric Generating Facility; the Electric Generating Facility is located on the Consumer's Premises; and the output of the Electric Generating Facility will be used solely to serve Consumer's electric consuming facilities located on the Premises or sold to Buckeye Power, Inc.

ARTICLE 13 – MISCELLANEOUS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent. This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of laws provisions. This Agreement may not be modified except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[DISTRIBUTION COOPERATIVE]

By: _____
Name: _____
Title: _____

[CONSUMER]

By: _____
Name: _____
Title: _____

EXHIBIT A
INTERCONNECTION FACILITIES

This Exhibit A is a part of the Agreement for Interconnection and Parallel Operation between Consumer and Power Company.

Point of Interconnection

The point of interconnection will be at the point where _____. See Drawing No. _____, dated _____, which drawing is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Power Company

Power Company shall construct the following interconnection facilities and perform the following services with respect to said facilities:

See the Power Company Feasibility Study, dated _____, a copy of which is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Consumer

Consumer shall construct all interconnection facilities required by the Power Company's Technical Guidelines for Interconnection and Parallel Operation, the Power Company's Rules and Regulations for Distributed Resources, and the terms of this Agreement.

Cost Responsibility

Consumer shall be solely responsible for all costs associated with Consumer's construction of Interconnection Facilities.

Consumer and Power Company hereby acknowledge and agree that the cost listed below is only an estimate and that Consumer hereby agrees to and shall reimburse Power Company for all actual costs, including any applicable taxes, associated with the Power Company's construction of Interconnection Facilities as set forth in this Exhibit A. The cost of the Power Company's Interconnection Facilities is estimated to be \$ _____. The Consumer will pay to the Power Company a deposit of \$ _____ coincident with the execution of the Agreement.

EXHIBIT B
METERING EQUIPMENT

This Exhibit B is a part of the Agreement for Interconnection and Parallel Operation between Consumer and Power Company.

The metering facilities will be located at _____.

Power Company, at Consumer's expense, will purchase, install, own, operate, and maintain the following metering instrumentation as required for on site metering and telemetering:

Metering will be accomplished using a single meter capable of registering the flow of electricity from the Consumer's electric generating facility to the Power Company Distribution System. Maintenance of the meter(s) will be the responsibility of the Power Company, which will own the meter(s).

Consumer and Power Company hereby acknowledge and agree that the cost listed below is only an estimate and that Consumer hereby agrees to and shall reimburse Power Company for all actual costs, including any applicable taxes, associated with the Power Company's installation of Metering Equipment as set forth in this Exhibit B. The cost for the Metering Equipment is estimated to be \$_____.

EXHIBIT C
POWER COMPANY REQUIREMENTS

See the attached Power Company's Rules and Regulations for Distributed Resources and Small Power Production Facilities and the attached Power Company's Technical Guidelines for Interconnection and Parallel Operation.

EXHIBIT D
TRANSMISSION OWNER AND/OR TRANSMISSION PROVIDER REQUIREMENTS

[The Consumer shall pay for all facilities and upgrades identified by the Transmission Owner and/or Transmission Provider in the PJM Generator Interconnection Request, Queue _____, Power Company's Feasibility/Impact Study dated _____, and in the Wholesale Market Participation Agreement by and among Transmission Provider, Transmission Owner and Consumer dated _____, copies of which are attached hereto and made a part hereof. The Consumer shall enter into any facilities/construction agreements required by the Transmission Owner/Transmission Provider in connection with the construction of the necessary transmission facilities/upgrades identified in the attached documents.]

EXHIBIT E
ELECTRIC GENERATING FACILITY DESCRIPTION

ATTACHMENT 10

AGREEMENT FOR [BACK-UP AND SUPPLEMENTARY] ELECTRIC SERVICE

This Agreement, made as of the ____ day of _____, 20 __, between _____ (hereinafter called “the Power Company”) and _____ (hereinafter called the “Consumer”), for electric service at _____, Ohio, _____, Power Company Location No. _____ (hereinafter called the “Premises”);

WITNESSETH:

WHEREAS, the Power Company is a not-for-profit corporation organized under the laws of the State of Ohio engaged in the business of selling electric power and energy at retail with its principal place of business located at _____; and

WHEREAS, the Consumer [Consumer’s affiliate] owns and operates all land and facilities located on the Premises [other than the Electric Generating Facility]; and

WHEREAS, the Consumer has or will install on the Premises certain consumer-owned electric generating facilities of approximately ____ MW in the aggregate, which electric generating facilities (the “Electric Generating Facility”) are more particularly described in Exhibit E to the Agreement for Interconnection and Parallel Operation of even date herewith by and between the Power Company and the Consumer (the “Agreement for Interconnection and Parallel Operation”); and

WHEREAS, the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under the Public Utility Regulatory Policies Act of 1978, as amended, and all governmental regulations lawfully promulgated thereunder (“PURPA”); and

WHEREAS, the Consumer desires to interconnect the Electric Generating Facility to the Power Company’s electric distribution system and to [use the output of the Electric Generating Facility to first meet the requirements of the Consumer’s electric consuming facilities located on the Premises and then to sell to Buckeye Power, Inc. any such output in excess of the requirements of the Consumer’s electric consuming facilities] **[OR]** [sell the output of the Electric Generating Facility to Buckeye Power, Inc.] under the

Agreement to Purchase Power and Energy of even date herewith by and between the Consumer and Buckeye Power, Inc. (“Agreement for Purchase of Power and Energy from Qualifying Facility”); and

WHEREAS, the Power Company desires to sell, and the Consumer desires to purchase, electric power and energy to meet the requirements of Consumer’s electric consuming facilities located on the Premises, [including] **[OR]** [not served by] the Electric Generating Facility, under the terms and conditions hereinafter set forth; and

WHEREAS, a single meter has been or will be installed for the Power Company’s Location No. _____ at the Premises, which meter is capable of registering the flow of electricity from Power Company’s electric distribution system to Consumer’s electric consuming facilities on the Premises at the point of interconnection; and

WHEREAS, _____ receives retail electric service from the Power Company at Location No. _____ for service to _____ located on the Premises.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, the Power Company shall sell and deliver to the Consumer, and the Consumer shall purchase and receive, all of the electric power and energy which the Consumer may need at the Premises up to _____ kW [except for any such electric demand and energy which is served by Consumer’s Electric Generating Facility].

2. Service hereunder shall be alternating current, _____ phase, _____ cycles, _____ volts for Location No. _____.

3. The Consumer shall pay the Power Company for service hereunder at the rate and upon the terms and conditions set forth in the Power Company’s [Back-Up and Supplementary Electric Service Rate Schedule] **[OR]** [_____], which is attached hereto and made a part of this Agreement as if fully restated herein. The Power Company’s [Back-Up and Supplementary Electric Service Rate Schedule] **[OR]** [_____] will be superseded by any new or amended [Back-Up and Supplementary Electric Service Rate Schedule] **[OR]** [_____] or any successor rate schedule as approved from time to time by the Board of Trustees of the

Power Company. Payment for the service provided hereunder shall be made at the office of the Power Company, or at such other place as the Power Company shall hereafter designate in writing.

4. If the Consumer shall fail to make any such payment within fifteen (15) days after such payment is due, the Power Company may discontinue service to the Consumer upon giving no less than fifteen (15) days written notice to the Consumer of its intention to do so, provided however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

5. The Consumer is or shall become a member of the Power Company and be bound by such rules and regulations as may from time to time be adopted by the Power Company.

6. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of electric power and energy and shall not sell or transfer to others the electric power and energy purchased hereunder, without permission of the Power Company; provided, however, that Consumer may operate the Electric Generating Facility upon the terms and conditions and for the purposes set forth in this Agreement, the Agreement for Interconnection and Parallel Operation, [the Power Company's Back-Up and Supplementary Electric Service Rate Schedule which is attached hereto and made a part of this Agreement as if fully restated herein] and the Agreement for Purchase of Power and Energy from Qualifying Facility. The Consumer represents and warrants to the Power Company that the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under PURPA.

7. The Consumer shall [use the output of the Electric Generating Facility to first meet the requirements of the Consumer's electric consuming facilities located on the Premises. Any output of the Electric Generating Facility in excess of the requirements of Consumer's electric consuming facilities shall be sold to] **[OR]** [sell the output of the Electric Generating Facility to] Buckeye Power, Inc. in accordance with the Agreement for Purchase of Power and Energy from Qualifying Facility of even date herewith.

8. Whenever the Power Company's facilities located at the Premises are relocated solely to suit the convenience of the Consumer, the Consumer shall reimburse the Power Company for the entire cost incurred in making such change.

9. (a) The Power Company will use reasonable diligence in furnishing a regular and uninterrupted supply of electric power and energy, but does not guarantee uninterrupted service. The Power Company shall not be liable for damages or other losses in case such supply is interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, governmental action, loss of power supply, breakdowns or injury to the machinery, transmission or distribution lines or other facilities of the Power Company, repairs, maintenance or any cause beyond the Power Company's control; provided, however, that in no event shall the Power Company be liable for personal injury, wrongful death, property damage or other losses not caused by or due to the gross negligence or willful and wanton misconduct of the Power Company; provided, further, however, that in no event shall the Power Company be liable for consequential damages of any nature whatsoever in case such supply of power and energy should be interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed; and provided further that the failure of the Consumer to receive electric power and energy because of any of the aforesaid conditions shall not relieve the Consumer of its obligation to make payments to the Power Company as provided herein.

(b) The point at which service is delivered by the Power Company to the Consumer at Power Company Location No. _____ on the Premises, to be known as the "point of interconnection", shall be the point at which the Consumer's electric consuming facilities located on the Premises are connected to the Power Company's electric distribution system. The Power Company shall not be liable for any loss, injury or damage resulting from the Consumer's use of its facilities or equipment or occasioned by the power and energy furnished by the Power Company beyond the point of interconnection.

(c) The Consumer shall provide and maintain suitable protective devices on its equipment to prevent any loss, injury or damage that might result from any fluctuation or irregularity in the supply of electric power and energy. The Power Company shall not be liable for any loss, injury or damage resulting from any fluctuation or irregularity in the supply of power and energy which could have been prevented by the use of such protective devices.

(d) The Power Company will provide and maintain the necessary lines or service connections, metering and other apparatus which may be required for the proper measurement of and rendition of its service. All such apparatus shall be owned and maintained by the Power Company. A single meter will be installed at the Power Company Location No. _____ at the Premises, which meter shall be capable of registering the flow of electricity from the Power Company's electric distribution system to Consumer's electric consuming facilities located on the Premises at the point of interconnection.

10. In the event of loss or injury to the property of the Power Company through misuse by, or the negligence of, the Consumer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Power Company by the Consumer.

Consumer will be responsible for any person tampering with, interfering with, or breaking the seals or meters or other equipment of the Power Company installed at the Premises. The Consumer hereby agrees that no one except the employees of or persons duly authorized by the Power Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Power Company. The Consumer shall provide the Power Company reasonable access at all times to the Power Company's meters and other facilities of the Power Company located on the Premises.

11. Metering equipment used in determining the demand and amount of electric power and energy supplied hereunder shall be tested and calibrated, if required, by the Power Company. If any metering equipment shall be found inaccurate, it shall be restored to the extent possible to a 100.0% accurate condition; or new metering equipment to the extent necessary shall be substituted so that, as far as possible, 100.0%

accuracy shall always be maintained. The Consumer shall have the right to request that a special meter test be made at any time. In the event a test made at the Consumer's request discloses that the meter tested is registering correctly, or within two percent (2%) above or below 100.0% accuracy at full load, Consumer shall bear the expense of such meter test.

The results of all such tests and calibrations shall be open to examination by the Consumer and a report of every requested test shall be furnished to the Consumer. Any meter tested and found to be not more than two percent (2%) above or below 100.0% accuracy at full load, shall be considered to be accurate in so far as correction of billing is concerned. If as a result of any test, any meter is found to register in excess of two percent (2%) above or below 100.0% accuracy at full load, then the readings of such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond the last regular monthly billing period occurring prior to the day on which inaccuracy is discovered by such test, and no correction shall be made for a longer period than that during which it may be determined by mutual agreement of the parties involved that the inaccuracy existed. The Power Company will bear the cost of the meter test if any meter is found to register in excess of two percent (2%) above or below 100.0% accuracy at full load.

For any period that metering equipment is found to have failed wholly, or in part, to register and for which no alternate metering is available, it shall be assumed that the demand established, or electric energy delivered, as the case may be, during said period is the same as that for a period of like operation during which such meter was in service and operating.

12. Duly authorized representatives of the Power Company shall be permitted to enter the Premises at all reasonable times in order to carry out the provisions hereof.

13. This Agreement shall begin on the date first written above and shall continue until the ten year anniversary of the Commencement Date (as defined in the Agreement for Purchase of Power and Energy from Qualifying Facility) unless extended, terminated or cancelled. Commencing with the tenth (10th) anniversary of the Commencement Date, this Agreement shall automatically renew for successive periods of one (1) year each, unless either party provides notice of termination at least 90 days

prior to the end of the initial term or any one year extension of the initial term, in which case the Agreement shall terminate at the end of the then current term. Power Company may terminate this Agreement at any time upon material breach by Consumer of its obligations under this Agreement. This Agreement shall automatically terminate upon the termination of the Agreement for Interconnection and Parallel Operation or the Agreement for Purchase of Power and Energy from Qualifying Facility.

14. (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent.

(b) This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of laws provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

