

**AGREEMENT FOR ELECTRIC SERVICE FOR  
QUALIFYING CO-GENERATION OR SMALL POWER  
PRODUCTION FACILITIES UP TO 25 KW [OR] 100 KW**

This Agreement, made as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between Paulding Putnam Electric Cooperative, Inc. (hereinafter called “the Power Company”) and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the “Consumer”), whose mailing address is \_\_\_\_\_, Account # \_\_\_\_\_, for electric service at \_\_\_\_\_ situated generally at the intersection of \_\_\_\_\_ and \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_ (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 Paulding 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 kW in the aggregate for residential and up to 100 kW for commercial, which electric generating facilities (the “Electric Generating Facility”) are more particularly described in Attachment E to the Agreement for Interconnection and Parallel Operation of a Net Metered Qualifying Cogeneration or Small Power Production Facility 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; 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 to the Power Company any such output in excess of the requirements of the Consumer's electric consuming facilities and receive a credit against the Consumer's bill for electric service under the Net Metering arrangements described in this Agreement, the Agreement for Interconnection and Parallel Operations, and the Power Company's Net Metering 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/can register 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 Metering");

WHEREAS, any cogeneration interconnection to the Power Company system shall be on the appropriate net billing rate schedule designed for cogeneration or distribution generation, as determined by The Cooperative. Cogeneration shall not be combined with any other rate schedule.

WHEREAS, the qualifying facility shall be no larger than 80% of the previous three (3) year 12-month average energy use for all predictable loads. Non-predictable loads will be determined on a case-by-case basis.

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, 60 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 Metering Rate Schedule, which is attached hereto and made a part of the Agreement as if fully restated herein. The Power Company's Net Metering Rate Schedule will be superseded by any new or amended Net Metering 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 Paulding County, Ohio, or at such other place as the Power Company shall hereafter designate in writing.

4. The Consumer shall build a qualifying facility no larger than 80% of the previous three (3) year 12-month average energy use for all predictable loads. Non-predictable loads will be determined on a case by case basis.
5. 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.
6. 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.
7. 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 (Exhibit A), and the Power Company's Net Metering Rate Schedule which is attached hereto and made a part of this Agreement as is 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 the Consumer's electric consuming facilities located on the Premises.
8. 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. Any output of the Electric Generating Facility in excess of the requirements of Consumer's electric consuming facilities shall be transferred to the Power Company and credited against the Consumer's bill for electric service hereunder in accordance with the Net Metering arrangements set forth in this Agreement, the Agreement for Interconnection and Parallel Operation, and the Net Metering Rate Schedule attached hereto. Consumer shall only be entitled to receive a billing credit for any such output of the Electric Generating Facility in excess of the requirements of the Consumer's facilities, and in no event shall the consumer be

entitled to receive any payment from the Power Company for any such excess output of the Electric Generating Facility. The Power Company shall be entitled to all environmental attributes of the Electric Generating Facility during the term of this Agreement. The Power Company shall have the sole and exclusive right to designate the Electric Generating Facility as a renewable resource during the term of this Agreement to satisfy any federal, state or local renewable energy requirement, renewable energy procurement requirement, renewable energy portfolio standard, or other renewable energy mandate.

9. 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.
10. 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.
  - a. 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 using 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 of 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.
11. 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.
12. The 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.
13. 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 (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 one percent (2%) above or below 100.0% accuracy at full load, shall be considered 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 (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 one 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.

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.

14. Duly authorized representatives of the Power Company shall be permitted to enter the Premises at all reasonable times to carry out the provisions hereof.
15. 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.
  - 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 and construed in accordance with the laws of the State of Ohio, except for any conflicts of law's 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:

\_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_  
(if other than land owner)

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_  
(if other than land owner)

**ATTACHMENT A  
INTERCONNECTION FACILITIES**

This Attachment 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 Attachment 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.

Qualifying Facilities Sizing Capacity

Qualifying facility shall be no larger than 80% of the previous three (3) year 12-month average energy use for all predictable loads. Non-predictable loads will be determined on a case-by-case basis.



**ATTACHMENT B**  
**NET METERING EQUIPMENT**

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

The net metering facilities will be located at \_\_\_\_\_.

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

Net metering 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 electric 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).

Any cogeneration interconnection to the Power Company system shall be on the appropriate net billing rate schedule designed for cogeneration or distribution generation as determined by The Cooperative. Cogeneration shall not be combined with any other rate schedule.

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 Metering Equipment as set forth in this Attachment B. The cost for the Net Metering Equipment is estimated to be \$ \_\_\_\_\_.

**ATTACHMENT C**  
**POWER COMPANY REQUIREMENTS**

The distributed resource should be compliant with UL 1741 and IEEE 1547. The size of the service should be sufficient to carry 100 percent of the generating capacity. The distributed resource should not adversely affect the quality of service to neighboring consumers.

**ATTACHMENT 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.

**ATTACHMENT E**  
**ELECTRIC GENERATING FACILITY DESCRIPTION**

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