



A Touchstone Energy® Cooperative

04125 State Route 576 • Bryan Ohio 43506
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Your Touchstone Energy® Cooperatives

ATTACHMENT 9

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

This Agreement, made and dated as of _____, by and between
North Western Electric Cooperative, Inc. (hereinafter called "the Power Company") and
_____ (hereinafter called the "Member"), together
with the Power Company, individually, a "Party" and, Collectively, the "Parties");

WITNESSETH:

WHEREAS, the North Western Electric Cooperative, Inc. 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 04125 State Route 576, Bryan, Ohio, 43506; and

WHEREAS, the Member has or will install on the Premises certain Member-owned electric generating facilities of approximately _____ MW 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 Member desires to interconnect the Electric Generating Facility to North Western Electric Cooperative'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 North Western Electric Cooperative, Inc. and the Member.

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

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

“Emergency” shall mean a condition or situation (i) that in the judgment of North Western Electric Cooperative or Member is imminently likely to endanger life or property, (ii) that in the sole judgment of North Western Electric Cooperative is imminently likely to adversely affect or impair North Western Electric Cooperative’s Distribution System or the electrical or transmission systems of others to which North Western Electric Cooperative’s 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 Member 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 North Western Electric Cooperative’s Distribution System, including System Protection Facilities.



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“Interconnection Service” shall mean the services provided North Western Electric Cooperative to interconnect the Electric Generating Facility with North Western Electric Cooperative’s 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 Council, and any successor thereto.

“Point of Interconnection” shall mean the point or points, shown in Exhibit A hereof, where the Member’s Interconnection Facilities interconnect with North Western Electric Cooperative’s Distribution System.

“Power Company Distribution System” shall mean all electric distribution facilities owned or controlled by North Western Electric Cooperative on North Western Electric Cooperative’s side of the Point of Interconnection, including, without limitation, North Western Electric Cooperative’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) North Western Electric Cooperative’s System, the systems of others directly or indirectly connected to North Western Electric Cooperative’s Distribution System, including, without limitation, the transmission system of Transmission Owner, and North Western Electric Cooperative’s members from faults or other electrical disturbances occurring at the Electric Generating Facility or otherwise on Member’s side of the Point of Interconnection, and (b) the Electric Generating Facility from faults or other electrical disturbances occurring on North Western Electric Cooperative’s Distribution System or on the systems of others to which North Western Electric Cooperative’s 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 North Western Electric Cooperative’s 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, North Western Electric Cooperative shall provide Member 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 Member shall own, operate, maintain and control the Electric Generating Facility and Member’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, North Western Electric Cooperative, Transmission Owner and Transmission Provider (including, without limitation, those requirements of North Western Electric Cooperative 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. Member may operate the Electric Generating Facility in parallel and in synchronization with the electric power and energy provided by North Western Electric Cooperative to Member pursuant to the Agreement for Electric Service [, as an auxiliary or supplement to such electric power and energy, and may] **[OR]** [. Member shall not] use the output of the Electric Generating Facility to meet the requirements of Member’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 Member’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 of even date herewith between the Member and Buckeye Power, Inc. (“Agreement to Purchase Power and Energy”).

3.2 Protection and System Quality. Member 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, North Western Electric Cooperative, 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 North Western Electric Cooperative’s Distribution System and the transmission system of Transmission Owner. Any such protective or



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regulating devices that may be required on North Western Electric Cooperative's or Transmission Owner's facilities in connection with the operation of the Electric Generating Facility shall be installed by North Western Electric Cooperative or Transmission Owner, as the case may be, at Member's expense. North Western Electric Cooperative reserves the right to modify or expand its requirements for protective devices in conformance with Good Utility Practice.

3.3 Inspection. North Western Electric Cooperative shall have the right, but shall have no obligation or responsibility to (a) observe Member's tests and inspections of any of Member's protective equipment, (b) review the settings of Member's protective equipment, and (c) review Member's maintenance records relative to the Electric Generating Facility and Member's protective equipment. The foregoing rights may be exercised by North Western Electric Cooperative from time to time as deemed necessary by North Western Electric Cooperative upon reasonable notice to Member. However, the exercise or non-exercise by North Western Electric Cooperative 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 Member'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, Member shall disconnect the Electric Generating Facility from North Western Electric Cooperative's Distribution System. North Western Electric Cooperative shall have the right to disconnect, or to require the Member to disconnect, the Electric Generating Facility immediately and without prior notice if, in North Western Electric Cooperative's sole opinion, an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage. North Western Electric Cooperative shall have the right to disconnect, or to require the Member to disconnect, the Electric Generating Facility with no less than seven days prior notice if, in North Western Electric Cooperative's sole opinion, such disconnection is required in order for North Western Electric Cooperative to conduct maintenance, repairs or replacements of its facilities or North Western Electric Cooperative's Distribution System. Member 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 Member agrees to comply with NERC, ReliabilityFirst, North Western Electric Cooperative, Transmission Owner and Transmission Provider Emergency procedures, as applicable, with respect to Emergencies (including, without limitation, those of requirements of North Western Electric Cooperative set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or



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Transmission Provider set forth in Exhibit D hereof). The Member shall provide North Western Electric Cooperative with oral notification that is prompt under the circumstances of an Emergency which may reasonably be expected to affect North Western Electric Cooperative's Distribution System or the transmission system of Transmission Owner, to the extent the Member is aware of the Emergency. To the extent the Member 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 Member 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 North Western Electric Cooperative and Buckeye. In the event that the Member plans to undertake a modification that reasonably may be expected to impact North Western Electric Cooperative's facilities, the Member shall provide North Western Electric Cooperative and Buckeye with sufficient information regarding such modification so that North Western Electric Cooperative and Buckeye can evaluate the potential impact of such modification prior to commencement of the work.

5.2 Construction.

5.2.1 Land Rights. Member shall furnish at no cost to North Western Electric Cooperative any necessary access, easements, licenses, and/or rights of way upon, over, under, and across lands owned or controlled by Member and/or its affiliated interests for the construction, operation and maintenance by North Western Electric Cooperative of necessary lines, substations, and other equipment to accomplish interconnection of the Electric Generating Facility with North Western Electric Cooperative's Distribution System under this Agreement and the provision of electric service to the Member under the Agreement for Electric Service, and shall, at all reasonable times, give North Western Electric Cooperative, 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 Member's premises shall be provided by and at the Member's



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expense for installation of necessary metering equipment, unless North Western Electric Cooperative elects to install the metering equipment on a location controlled by it.

5.2.2 Electric Generating Facility and Equipment Design and Construction. Member shall, at its sole expense, design, construct, and install the Electric Generating Facility and all equipment needed to interconnect the Electric Generating Facility with North Western Electric Cooperative's Distribution System, except for any Interconnection Facilities to be constructed by North Western Electric Cooperative pursuant to Exhibit A hereof. The Member's Interconnection Facilities and equipment shall satisfy all requirements of applicable safety and engineering codes, including North Western Electric Cooperative'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). Member shall submit all specifications for Member's Interconnection Facilities and equipment, including System Protection Facilities, to North Western Electric Cooperative for review at least ninety (90) days prior to interconnecting such Interconnection Facilities and equipment with North Western Electric Cooperative's Distribution System. North Western Electric Cooperative's review of Member'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 Member's interconnection facilities or equipment. North Western Electric Cooperative shall not, by reasons of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of Member's Interconnection Facilities or equipment, nor shall North Western Electric Cooperative's acceptance be deemed to be an endorsement of any facility or equipment. Member agrees to make changes to its Interconnection Facilities and equipment as may be reasonably required to meet the requirements of North Western Electric Cooperative. In the event it becomes necessary for North Western Electric Cooperative to alter, add to, relocate or rearrange the Interconnection Facilities or to rearrange or relocate existing North Western Electric Cooperative-owned facilities which are not Interconnection Facilities to continue to conduct interconnected operations in accordance with Good Utility Practice, then Member shall pay for such work.

ARTICLE 6 – METERING

North Western Electric Cooperative shall purchase and install Metering Equipment to meter the electric service sold by the Member from the Electric Generating Facility to Buckeye Power, Inc. North Western Electric Cooperative 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 Member.

ARTICLE 7 – INFORMATION REPORTING

Member shall promptly provide to North Western Electric Cooperative all relevant information, documents, or data regarding the Member's facilities and equipment that have been reasonably requested by the North Western Electric Cooperative.

ARTICLE 8 – INDEMNITY AND LIABILITY

Member agrees to fully indemnify, release, and hold North Western Electric Cooperative, its members, trustees, officers, managers, employees, agents, representatives, and servants, North Western Electric Cooperative's affiliated and associated companies, and their respective members, trustees, shareholders, directors, partners, stakeholders, officers, managers, employees, agents, representatives, and servants, and North Western Electric Cooperative'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 Member's Electric Generating Facility, North Western Electric Cooperative's 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 North Western Electric Cooperative'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 North Western Electric Cooperative 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 Member 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 coverages requested in Section 9.1(b) above and any Umbrella or Excess coverage should be "occurrence" form policies. In the event Member has "claims-made" form coverage, Member must obtain prior approval of all "claims-made" policies from North Western Electric Cooperative.

9.3 Member 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 Member's Workers' Compensation, and Auto Liability policies with endorsement item (e):

(a) North Western Electric Cooperative, and its directors, officers, and employees are additional Insureds under this Policy; and

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



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(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 North Western Electric Cooperative, 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 North Western Electric Cooperative. All other terms and conditions of the policy remain unchanged.

9.4 Member shall cause its insurers or agents to provide North Western Electric Cooperative with certificates of insurance evidencing the policies and endorsements listed above prior to interconnecting the Electric Generating Facility with North Western Electric Cooperative’s Distribution System, as well as copies of each annual renewal certificate for such policies and endorsements, promptly after such renewal certificates are issued. North Western Electric Cooperative shall have the right to review the policies and endorsements listed above at any time during the term of this Agreement, and Member shall promptly provide copies of the same to North Western Electric Cooperative upon its request. Failure of North Western Electric Cooperative to obtain certificates of insurance does not relieve Member 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 Member’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 North Western Electric Cooperative determines that such consent is required, shall be required prior to any interconnection of the Member’s Electric Generating Facility with North Western Electric Cooperative’s 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. North Western Electric Cooperative may terminate this Agreement at any time upon material breach by Member 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 – 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 Member without the prior written consent of North Western Electric Cooperative, any such assignment by the Member 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 law’s provisions. This Agreement may not be modified except in a writing signed by both parties hereto.

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

NORTH WESTERN ELECTRIC COOPERATIVE, INC.

WITNESS:

By: _____
Name: _____
Title _____

WITNESS:

By: _____
Name: _____
Title _____



EXHIBIT A INTERCONNECTION FACILITIES

This Exhibit A is a part of the Agreement for Interconnection and Parallel Operation between Member and North Western Electric Cooperative, Inc.

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 North Western Electric Cooperative

North Western Electric Cooperative shall construct the following interconnection facilities:

See North Western Electric Cooperative's Feasibility Study, a copy of which is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Member

Member shall construct the following interconnection facilities:

Cost Responsibility

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

Member and North Western Electric Cooperative hereby acknowledge and agree that the cost listed below is only an estimate and that Member hereby agrees to and shall reimburse North Western Electric Cooperative for all actual costs, including any applicable taxes, associated with the North Western Electric Cooperative's construction of Interconnection Facilities as set forth in this Exhibit A. The cost of North Western Electric Cooperative's Interconnection Facilities is estimated to be \$ _____. The Member will pay to North Western Electric Cooperative 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 Member and North Western Electric Cooperative, Inc.

The metering facilities will be located at _____ .

North Western Electric Cooperative, at Member's expense, will purchase, install, own, operate, and maintain the following metering instrumentation as required for onsite metering and telemetering:

Metering will be accomplished using a single meter capable of registering the flow of electricity from the Member's electric generating facility to North Western Electric Cooperative's Distribution System. Maintenance of the meter(s) will be the responsibility of North Western Electric Cooperative, which will own the meter(s).

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



EXHIBIT C

NORTH WESTERN ELECTRIC COOPERATIVE REQUIREMENTS

[insert North Western Electric Cooperative’s Rules and Regulations for Distributed Resources and Small Power Production Facilities and North Western Electric Cooperative’s Technical Guidelines for Interconnection and Parallel Operation]



EXHIBIT D

TRANSMISSION OWNER AND/OR TRANSMISSION PROVIDER REQUIREMENTS

[The Member 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 Member 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

Description of Electric Generating Facility:

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