



A Touchstone Energy® Cooperative

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

ATTACHMENT 4

AGREEMENT FOR ELECTRIC SERVICE

This Agreement, made and dated as of _____, by and between **North Western Electric Cooperative, Inc.** (hereinafter called “the Cooperative”) and _____ (hereinafter called the “Member-Owner”), for electric service at _____, Ohio, _____, Cooperative Location No. _____ (hereinafter called the “Premises”):

WITNESSETH:

WHEREAS, The Cooperative 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-Owner 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 Member-Owner has or will install on the Premises certain member-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 Member-Owner desires to interconnect the Electric Generating Facility to The Cooperative’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 Cooperative desires to sell, and the Member-Owner desires to purchase, electric power and energy to meet the requirements of Member-Owner’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 Cooperative’s Location No. _____ at the Premises, which meter is capable of registering

the flow of electricity from The Cooperative's electric distribution system to Member-Owner's electric consuming facilities on the Premises at the point of interconnection;

and WHEREAS, _____ receives retail electric service from The Cooperative 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 Cooperative shall sell and deliver to the Member-Owner, and the Member-Owner shall purchase and receive, all of the electric power and energy which the Member-Owner may need at the Premises up to _____ kW, with the terms and conditions of the Appendix hereto.
2. Service hereunder shall be alternating current, _____ phase, _____ cycles, _____ volts for Location No. _____.
3. The Member-Owner shall pay The Cooperative for service hereunder at the rate and upon the terms and conditions set forth in the Cooperative's Distributed Generation Rate Schedule, which is attached hereto and made a part of this Agreement as if fully restated herein. The Cooperative's Distributed Generation Rate Schedule will be superseded by any new or amended Distributed Generation Rate Schedule from time to time by the Board of Trustees of The Cooperative. Payment for the service provided hereunder shall be made at the office of The Cooperative, or at such other place as The Cooperative shall hereafter designate in writing.
4. If the Member-Owner shall fail to make any such payment within fifteen (15) days after such payment is due, The Cooperative may discontinue service to the Member-Owner upon giving no less than fifteen (15) days written notice to the Member-Owner of its intention to do so, provided however, that such discontinuance of service shall not relieve the Member-Owner of any of its obligations under this Agreement.
5. The Member-Owner is or shall become a member-owner of The Cooperative and be bound by such rules and regulations as may from time to time be adopted by the Cooperative.
6. The Member-Owner 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 Cooperative; provided, however, that Member-Owner 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 Member-Owner shall use the output of the Electric Generating Facility for the purposes set forth in the Appendix hereto.

8. Whenever the Cooperative's facilities located at the Premises are relocated solely to suit the convenience of the Member-Owner, the Member-Owner shall reimburse The Cooperative for the entire cost incurred in making such change.

9. (a) The Cooperative will use reasonable diligence in furnishing a regular and uninterrupted supply of electric power and energy, but does not guarantee uninterrupted service. The Cooperative 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 Member-Owner 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 Cooperative, repairs, maintenance or any cause beyond The Cooperative's control; provided, however, that in no event shall The Cooperative 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 Cooperative; provided, further, however, that in no event shall The Cooperative 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 Member-Owner is delayed; and provided further that the failure of the Member-Owner to receive electric power and energy because of any of the aforesaid conditions shall not relieve the Member-Owner of its obligation to make payments to The Cooperative as provided herein.

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

(c) The Member-Owner 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 Cooperative 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 Cooperative 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 Cooperative. A single or dual meter system will be installed at the

Cooperative's Location No. _____ at the Premises, which meter shall be capable of registering the flow of electricity from The Cooperative's electric distribution system to Member-Owner'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 Cooperative through misuse by, or the negligence of, the Member-Owner or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to The Cooperative by the Member-Owner.

Member-Owner will be responsible for any person tampering with, interfering with, or breaking the seals or meters or other equipment of The Cooperative installed at the Premises. The Member-Owner hereby agrees that no one except the employees of or persons duly authorized by The Cooperative 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 Cooperative. The Member-Owner shall provide The Cooperative reasonable access at all times to The Cooperative's meters and other facilities of The Cooperative 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 Cooperative. 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 Member-Owner shall have the right to request that a special meter test be made at any time. In the event a test made at the Member-Owner's request discloses that the meter tested is registering correctly, or within two percent (2%) above or below 100.0% accuracy at full load, Member-Owner shall bear the expense of such meter test.

12. Duly authorized representatives of The Cooperative 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. The Cooperative may terminate this Agreement at any time upon material breach by Member-Owner 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 Member-Owner without the prior written consent of The Cooperative, any such assignment by the Member-Owner 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 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.

NORTH WESTERN ELECTRIC COOPERATIVE, INC.

By *(Signature)*: _____

Name: _____

Title: _____

Member-Owner Name: _____

By *(Signature)*: _____

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 member-owners 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 member-owners, trustees, officers, managers, employees, agents, representatives, and servants, and Power Company's affiliated and associated companies, and their respective member-owners, 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 law’s 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.

NORTH WESTERN ELECTRIC COOPERATIVE, INC.

By (*Signature*): _____

Name: _____

Title: _____

Member-Owner Name: _____

By (*Signature*): _____

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 onsite 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.