

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 the Cooperative, Inc. and the Member-Owner.

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

“Electric Generating Facility” shall mean the Member-Owner’s electric generating units identified in Exhibit E hereof, the output of which is approximately _____ kW in the aggregate, but which shall not exceed [25] [OR] [100] W in the aggregate, and which facility is not reasonably anticipated to exceed the annual electric energy requirements of Member-Owner’s electric consuming facilities located on the Premises.

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

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

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

“Interconnection Service” shall mean the services provided the Cooperative to interconnect the Electric Generating Facility with the Cooperative’s Distribution System pursuant to the terms of this Agreement.

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

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

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

“Cooperative Distribution System” shall mean all electric distribution facilities owned or controlled by the Cooperative on the Cooperative’s side of the Point of Interconnection, including, without limitation, the 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) the Cooperative’s System, the systems of others directly or indirectly connected to the Cooperative’s Distribution System, including, without limitation, the transmission system of Transmission Owner, and the Cooperative’s member-owners from faults or other electrical disturbances occurring at the Electric Generating Facility or otherwise on Member-Owner’s side of the Point of Interconnection, and (b) the Electric Generating Facility from faults or other electrical disturbances occurring on the Cooperative’s Distribution System or on the systems of others to which the 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 the 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, the Cooperative shall provide Member-Owner 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-Owner shall own, operate, maintain and control the Electric Generating Facility and Member-Owner's Interconnection Facilities (a) in a safe and reliable manner, (b) in accordance with Good Utility Practice, (c) in accordance with applicable operational and reliability criteria, protocols, and directives, including those of NERC, ReliabilityFirst, the Cooperative, Transmission Owner and Transmission Provider (including, without limitation, those requirements of the 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-Owner may operate the Electric Generating Facility in parallel and in synchronization with the electric power and energy provided by the Cooperative to Member-Owner pursuant to the Agreement for Electric Service, as an auxiliary or supplement to such electric power and energy and may use the output of the Electric Generating Facility to meet the requirements of Consumer's electric consuming facilities located on the Premises. Any output of the Electric Generating Facility in excess of the requirements of Member-Owner's electric consuming facilities located on the Premises shall be transferred to the Cooperative and credited against the Member-Owner's bill for electric service in accordance with the distributed generation arrangements described in this Agreement, the Agreement for Electric Service, and the Distributed Generation Rate Schedule attached to the Agreement for Electric Service.

3.2 Protection and System Quality. Member-Owner 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 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 the Cooperative's Distribution System and the transmission system of Transmission Owner. Any such protective or regulating devices that may be required on the Cooperative's or Transmission Owner's facilities in connection with the operation of the Electric Generating Facility shall be installed by the Cooperative or Transmission Owner, as the case may be, at Member-Owner's expense. the Cooperative reserves the right to modify or expand its requirements for protective devices in conformance with Good Utility Practice.

3.3 Inspection. the Cooperative shall have the right, but shall have no obligation or responsibility to (a) observe Member-Owner's tests and inspections of any of Member-Owner's protective equipment, (b) review the settings of Member-Owner's protective equipment, and (c) review Member-Owner's maintenance records relative to the Electric Generating Facility and Member-Owner's protective equipment. The foregoing rights may be exercised by the Cooperative from time to time as deemed necessary by the Cooperative upon reasonable notice to Member-Owner. However, the exercise or non-exercise by the 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-Owner'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-Owner shall disconnect the Electric Generating Facility from the Cooperative's Distribution System. The Cooperative shall have the right to disconnect, or to require the Member-Owner to disconnect, the Electric Generating Facility immediately and without prior notice if, in the Cooperative's sole opinion, an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage. The Cooperative shall have the right to disconnect, or to require the Member-Owner to disconnect, the Electric Generating Facility with no less than seven days prior notice if, in the Cooperative's sole opinion, such disconnection is required in order for the Cooperative to conduct maintenance, repairs or replacements of its facilities or the Cooperative's Distribution System. Member-Owner 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-Owner agrees to comply with NERC, ReliabilityFirst, the Cooperative, Transmission Owner and Transmission Provider Emergency procedures, as applicable, with respect to Emergencies (including, without limitation, those of requirements of the Cooperative set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). The Member-Owner shall provide the Cooperative with oral notification that is prompt under the circumstances of an Emergency which may reasonably be expected to affect the Cooperative's Distribution System or the transmission system of Transmission Owner, to the extent the Member-Owner is aware of the Emergency. To the extent the Member-Owner 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-Owner 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 the Cooperative and Buckeye. In the event that the Member-Owner plans to undertake a modification that reasonably may be expected to impact the Cooperative's facilities, the Member-Owner shall provide the Cooperative and Buckeye with sufficient information regarding such modification so that the 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-Owner shall furnish at no cost to the Cooperative any necessary access, easements, licenses, and/or rights of way upon, over, under, and across lands owned or controlled by Member-Owner and/or its affiliated interests for the construction, operation and maintenance by the Cooperative of necessary lines, substations, and other equipment to accomplish interconnection of the Electric Generating Facility with The Cooperative's Distribution System under this Agreement and the provision of electric service to the Member-Owner under the Agreement for Electric Service, and shall, at all reasonable times, give the 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-Owner's premises shall be provided by and at the Member-Owner's expense for installation of necessary metering equipment, unless the 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-Owner shall, at its sole expense, design, construct, and install the Electric Generating Facility and all equipment needed to interconnect the Electric Generating Facility with the Cooperative's Distribution System, except for any Interconnection Facilities to be constructed by the Cooperative pursuant to Exhibit A hereof. The Member-Owner's Interconnection Facilities and equipment shall satisfy all requirements of applicable safety and engineering codes, including the 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-

Owner shall submit all specifications for Member-Owner's Interconnection Facilities and equipment, including System Protection Facilities, to the Cooperative for review at least ninety (90) days prior to interconnecting such Interconnection Facilities and equipment with the Cooperative's Distribution System. the Cooperative's review of Member-Owner'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-Owner's interconnection facilities or equipment. The Cooperative shall not, by reasons of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of Member-Owner's Interconnection Facilities or equipment, nor shall the Cooperative's acceptance be deemed to be an endorsement of any facility or equipment. Member-Owner agrees to make changes to its Interconnection Facilities and equipment as may be reasonably required to meet the requirements of the Cooperative. In the event it becomes necessary for the Cooperative to alter, add to, relocate or rearrange the Interconnection Facilities or to rearrange or relocate existing the Cooperative-owned facilities which are not Interconnection Facilities to continue to conduct interconnected operations in accordance with Good Utility Practice, then Member-Owner shall pay for such work.

ARTICLE 6 – METERING

The Cooperative shall purchase and install Metering Equipment to meter the Cooperative's electric to the Member-Owner and the electrical output of the Electric Generating Facility. The 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-Owner.

ARTICLE 7 – INFORMATION REPORTING

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

ARTICLE 8 – INDEMNITY AND LIABILITY

Member-Owner agrees to fully indemnify, release, and hold the Cooperative, its Member-Owners, trustees, officers, managers, employees, agents, representatives, and servants, the Cooperative's affiliated and associated companies, and their respective Member-Owners, trustees, shareholders, directors, partners, stakeholders, officers, managers, employees, agents, representatives, and servants, and the 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-Owner's Electric Generating Facility, the 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 the 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 the 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-Owner shall obtain and maintain the following policies of insurance during the term of this Agreement: Comprehensive or Commercial General Liability insurance with bodily injury and property damage combined single limits of at least \$250,000 per occurrence if the Electric Generating Facility is 10 kW or less, \$1,000,000 per occurrence if the Electric Generating Facility is greater than 10 kW but less than 100 kW, and \$5,000,000 per occurrence if the Electric Generating Facility is 100 kW or greater. Such insurance shall include, but not necessarily be limited to specific coverage for contractual liability encompassing the indemnification provisions in Article 8.

9.2 Member-Owner shall cause its insurers or agents to provide the Cooperative with certificates of insurance evidencing the policies listed above prior to interconnecting the electric Generating Facility with the Cooperative's Distribution System, as well as copies of each annual renewal certificate for such policies, promptly after such renewal certificates are issued. The Cooperative shall have the right to review the policies listed above at any time during the term of this Agreement, and Member-Owner shall promptly provide copies of the same to the Cooperative upon its request. Failure of the Cooperative to obtain certificate of insurance does not relieve Member-Owner 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-Owner's obligations and liabilities under other provisions of this Agreement.

9.3 If Member-Owner is a residential Member-Owner of the Cooperative, the following provisions shall apply:

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

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

9.4 If Member-Owner is a commercial member-owner of the Cooperative, the Member-Owner shall cause its insurers to provide the Cooperative with at least 10 days prior written notice of any cancellation, non-renewal or material change in the insurance policy by endorsing the policy to add the Cooperative as a party with an additional insert in the policy with respect to such notice.

ARTICLE 10 – BUCKEYE, TRANSMISSION OWNER AND TRANSMISSION PROVIDER CONSENT

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

ARTICLE 11 – TERM

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

ARTICLE 12 – MISCELLANEOUS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Member-Owner without the prior written consent of the Cooperative, any such assignment by the Member-Owner 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.

By (*Signature*): _____

Name: _____

Title: _____

Member-Owner Name: _____

By (*Signature*): _____

Name: _____

Title: _____

EXHIBIT A INTERCONNECTION FACILITIES

This Exhibit A is a part of the Agreement for Interconnection and Parallel Operation between Member-Owner 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 the Cooperative

The Cooperative shall construct the following interconnection facilities: Not applicable.

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

Interconnection Facilities to be Furnished by Member-Owner

Member-Owner shall construct the following interconnection facilities:

Cost Responsibility

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

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

The distributed generation facilities will be located at _____ .

The Cooperative, at Member-Owner's expense, will purchase, install, own, operate, and maintain the following distributed generation instrumentation as required for onsite metering and telemetering:

Metering will be accomplished using a single meter or pair of meters capable of registering the flow of electricity in each direction the Cooperative's Distribution System to Member-Owner's electric consuming facilities located on the Premises, and from Member-Owner's Electric Generating Facility to the Cooperative's Distribution System. If the existing electrical meter or meters in service at the Member-Owner's Premises is/are not capable of measuring the flow of electricity in each direction, the Cooperative will purchase, install, own, operate, and maintain an approved meter or meters that is/are capable of measuring electricity in each direction. The Member-Owner will pay the Cooperative 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 Cooperative, which will own the meter(s).

Member-Owner and the Cooperative hereby acknowledge and agree that the cost listed below is only an estimate and that Member-Owner hereby agrees to and shall reimburse the Cooperative for all actual costs, including any applicable taxes, associated with the Cooperative's installation of Distributed Generation Equipment as set forth in this Exhibit B. The cost for the Distributed Generation

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
North Western Electric Cooperative’s Technical Guidelines
for Interconnection and Parallel Operation]

**EXHIBIT D
TRANSMISSION OWNER AND/OR TRANSMISSION PROVIDER REQUIREMENTS**

[The Member-Owner 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-Owner 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.