

Distributed Generation Rates

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PEAK SHAVING GENERATION CREDIT RIDER

Description

Connexus Energy promotes the use of customer-owned generation for peak shaving. Customers receive a credit based on the demand, which is reduced at the time of the system peak.

Availability

This Rider is available to customers of Connexus Energy with sufficient load to fully utilize the output of at least 100 kW of generator capacity. This Rider shall apply to qualifying customers subject to the General Rules and Conditions of Service.

This generation credit rider cannot be used with any other load control rate or rider.

Customers purchasing from Connexus Energy by a contract rate will be considered on a case-by-case basis.

Monthly Rate

Each month, the customer will receive a credit based on the Monthly Curtailed Demand times a Generation Credit.

New Installations

Customers new to the Distributed Generation Credit Rider will enter into an agreement to receive a seven year fixed price credit guarantee. For the 2012 through 2018 period, this credit is:

Summer (June, July, August)	\$ 18.54/kW/month
Winter (December, January, February)	\$ 13.81/kW/month
Spring (March, April, May)	\$ 9.08/kW/month
Fall (September, October, November)	\$ 9.08/kW/month

Existing Accounts

At the conclusion of the customer's fixed price guarantee, they will be paid a credit which will be updated annually. The Peak Shave credit for 2012 is:

Summer (June, July, August)	\$ 20.86/kW/month
Winter (December, January, February)	\$ 15.54/kW/month
Spring (March, April, May)	\$ 10.22/kW/month
Fall (September, October, November)	\$ 10.22/kW/month

Rate Code
Dist. Generation Credit Rider

Rate Code
E295

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Peak Shaving Generation Credit Rider
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Penalty

If the customer's generation does not operate or fails to operate when requested by Connexus Energy, no credit shall be given for that month and an additional fee of \$5/kW/month will be assessed, and:

1. First occurrence during calendar year – No automatic adjustments;
2. Second occurrence during calendar year – Automatically switched to partial interruptible option with a PDL equal to the highest metered demand during billing peak hour until next January 1st; and
3. Third occurrence during calendar year – PDL automatically increased to equal the highest metered demand during billing peak hour until next June 1st.

Fuel Credit Mechanism

The customer is responsible for all fuel costs for the generator. However, if the hours of operation for peak shaving exceed 80 hours annually, then the customer shall be reimbursed for fuel cost for operation in excess of 80 hours at prevailing market rates. The market rate will be based on the unbranded contract price for low sulfur #2 diesel at the Minneapolis Terminal Pricing Point and converted to an equivalent \$/kWh by using a heat rate of 8,500 BTU's / kWh. No fuel credit will be paid for operation during outages or for generator testing.

Additional Credit

At the sole discretion of Connexus Energy, an additional credit may be made available to promote distributed generation to defer distribution plant investment in certain portions of the distribution network.

Metering

A fee of \$40 per month will be charged to cover the cost of the additional metering and administration.

Guarantee

The credits offered by this Distributed Generation Credit Rider for new installations will be guaranteed for seven years from the effective date of the Electric Service Agreement executed between the customer and Connexus Energy, irrespective of any subsequent changes to the level of credits which Connexus Energy may offer under this Rider. At the conclusion of the customer's fixed price guarantee period, the customer will be paid a credit which is determined annually.

Limitations

This generation credit rider will be offered for generation units, which are installed and put into commercial operation by December 31, 2011. Units put into commercial operation after this date will receive credits based on the prevailing credit rider in effect at that time.

Determination of Monthly Curtailed Demand

Monthly Curtailed Demand (MCD) in each month shall be the load, in kW, which is deemed to have been supplied by customer-owned generation during the hour of the Great River Energy (GRE) system monthly coincidental peak (Coincidental Peak), used to determine Connexus Energy's monthly wholesale billing demand. The MCD shall be determined each month in the following manner:

- 1) **Control Months** - For each billing month in which the customer's generator is operated during the hour of the GRE coincidental peak for the month, the MCD shall be determined by the lesser of the customer's load or the generator output.
- 2) **Non-Control Months** - For each billing month in which Connexus Energy does not operate the generator during the hour of the Coincidental Peak, the MCD shall be equal to the customer's actual measured load, in kW, during the hour of the Coincidental Peak, provided that the generator was operational. For cases where the generator does not provide power to the entire facility, the MCD shall be determined for each such case based on a percentage of total loads.

Conditions of Service

1. The customer must provide a phone line for control and meter reading.
2. The customer by selecting billing under this Generation Credit Rider must agree to remain on it for an entire year. Early termination may require the customer to return credits already paid.
3. The customer must provide an automatic transfer switch acceptable to Connexus Energy, which will allow remote operation of the switch using Connexus Energy's SCADA system. The automatic transfer switch must be installed such that it will disconnect one hundred percent (100%) of the load that is connected to the generator(s) unless other arrangements are made with Connexus Energy.
4. The times and duration of operation shall be at the discretion of Connexus Energy provided that the generator will not be operated more than 12 hours per day or 300 hours per year (excluding outage situations).
5. It is the customer's responsibility to maintain sufficient generation capacity, fuel, and maintenance to meet the electric power requirements during periods of operation.
6. Notice of Interruption shall be by a signal provided by Connexus Energy's SCADA load management system, telephone or by other appropriate means. Connexus Energy will provide as much advance notice as circumstances reasonably allow.

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Peak Shaving Generation Credit Rider

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7. If, for any reason, the switch or generator fails to operate or the customer's load fails to transfer when dispatched by Connexus Energy, the customer shall receive no credit and a penalty may apply as shown in the Monthly Rate section of this tariff. If the customer's generation fails to operate more than three times during the year, Connexus Energy has the right to remove the customer from the Generator Credit Rider.
8. The generator installation must abide by Connexus Energy's General Rules and Conditions of Service pertaining to customer owned generation facilities and abide by all local, state and national standards and safety codes.
9. Customer must continue to purchase all of their electric energy and electric energy delivery services from Connexus Energy.
10. Extended parallel operation of the peak shaving generation is allowed for large facilities served by multiple Connexus Energy load centers who may find it more economical to install one large generator than several smaller generators. This type of operation is limited to multiple load centers serving the same customer at one location (i.e., contiguous property). Absent other arrangements, the generation output must not exceed the combined load of the customer's load centers.

NET ENERGY BILLING SERVICE

Availability

Available to any small qualifying facility (SQF) of less than 40 kW who receives non-time of day retail electric service from Connexus Energy and offsets energy delivered by Connexus Energy.

Rate

Meter Charge per Month:

Single Phase	\$2.65
Three Phase	\$5.90

Payment per kWh for Energy Delivered to Connexus Energy in Excess of Energy Used

With Retail Non-Demand Metered Service	\$0.107
With Retail Demand Metered Service	\$0.056

Conditions of Service

1. Energy used by the customer in excess of energy delivered by the SQF at the same site during the same billing period shall be billed in accordance with the appropriate non-time of day retail electric rate.

For demand metered General Commercial customers, the entire kW demand supplied by the Connexus Energy at the same site during the same billing period shall be billed to the customer in according to the appropriate general commercial demand charge rate.

2. Interconnection charges will be assessed by the Connexus Energy on an individual basis for all costs associated with addition to or modification of Connexus Energy facilities to accommodate SQF. The interconnection charge is the responsibility of the SQF.
3. The voltage and phase of customer's generator must be consistent with existing service and approved by the Connexus Energy.
4. The customer must maintain a power factor of the generator as close to unity as is consistent with Connexus Energy operating standards.

Rate Code

Date Rate Code Revised:

Type of Metering

Owner of Transformer

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Net Energy Billing Service

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5. The customer must maintain and operate the generation system per the Connexus Energy Distributed Generation Technical Requirements and Interconnection Agreements.

SIMULTANEOUS PURCHASE AND SALE

Availability

Available to any small qualifying facility (SQF) of less than 40 kW who receives non-time of day retail electric service.

Rate

Meter Charge per Month:

Single Phase	\$5.00
Three Phase	\$7.50

Payment Schedule for Energy Delivered to Connexus Energy:

	<u>Nov-Apr</u>	<u>May-Oct</u>
Energy Payment per kWh	\$0.03177	\$0.02903
Capacity Payment for Firm Power/kWh	\$0.00	\$0.00

Determination of Firm Power

The SQF will have supplied firm power if during the billing period an on peak capacity factor of at least 65% was achieved. The calculation of the on peak capacity factor will be as follows: the average on peak period metered capacity delivered to Connexus Energy for the on peak period of the billing period divided by the greatest 15 minute metered capacity delivered for the on peak period of the same billing period expressed in percent and rounded to the nearest whole percent. If the percent calculated is 65 or greater, capacity payment will be made. If the percent calculated is than 65, capacity payment will not be made.

Conditions of Service

1. Electric service provided by Connexus Energy to the customer at the same site shall be billed in accordance with the appropriate non-time of day retail electric rate.
2. Interconnection charges will be assessed by the Connexus Energy on an individual basis for all costs associated with addition to or modification of Connexus Energy facilities to accommodate SQF. The interconnection charge is the responsibility of the SQF.

Rate Code

Date Rate Code Revised:

Type of Metering

Owner of Transformer

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Simultaneous Purchase and Sale

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3. The voltage and phase of customer's generator must be consistent with existing service and approved by Connexus Energy.
4. The customer must maintain a power factor of the generator as close to unity as is consistent with Connexus Energy operating standards.
5. The customer must maintain and operate the generation system per the Connexus Energy Distributed Generation Technical Requirements and Interconnection Agreements.

TIME-OF-DAY PURCHASE SERVICE

Availability

Available to any small qualifying facility (SQF) of 100 kW capacity or less, and available to QF's with capacity more than 100 kW if firm power is provided.

Rate

Meter Charge per Month:

Single Phase	\$5.00
Three Phase	\$7.50

Payment Schedule for Energy Delivered to Connexus Energy

	<u>Nov-Apr</u>	<u>May-Oct</u>
On Peak Energy Payment per kWh	\$0.03918	\$0.03992
Off Peak Energy Payment per kWh	\$0.02590	\$0.02019
Capacity Payment for Firm Power per On Peak kWh	\$0.00	\$0.00

Determination of Firm Power

The SQF will have supplied firm power if during the billing period an on peak capacity factor of at least 65% was achieved. The calculation of the on peak capacity factor will be as follows: the average on peak period metered capacity delivered to Connexus Energy for the on peak period of the billing period divided by the greatest 15 minute metered capacity delivered for the on peak period of the same billing period expressed in percent and rounded to the nearest whole percent. If the percent calculated is 65 or greater, capacity payment will be made. If the percent calculated is than 65, capacity payment will not be made.

Conditions of Service

1. Electric service provided by Connexus Energy to the customer at the same site shall be billed in accordance with the appropriate retail electric rate.
2. Interconnection charges will be assessed by the Connexus Energy on an individual basis for all costs associated with addition to or modification of Connexus Energy facilities to accommodate SQF. The net interconnection charge is the responsibility of the SQF.

Rate Code

Date Rate Code Revised:

Type of Metering

Owner of Transformer

Section III - Distributed Generation Rates

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Time-of-Day Purchase Service

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3. The voltage and phase of customer's generator must be consistent with existing service and approved by Connexus Energy.
4. The customer must maintain a power factor of the generator as close to unity as is consistent with Connexus Energy operating standards.
5. The customer must maintain and operate the generation system per the Connexus Energy Distributed Generation Technical Requirements and Interconnection Agreements.

NEGOTIATED RATE

Availability

Available to any qualifying facility (QF) with capacity more than 100 kW.

Rate

To be negotiated with Connexus Energy.

TECHNICAL AND SPECIAL TERMS FOR COGENERATION AND SMALL POWER PRODUCTION

QUALIFYING FACILITY (QF). A qualifying facility is a cogeneration or small power production facility which satisfies the conditions in 18 Code of Federal Regulations, Section 292.101(b)(1)(1981), as applied when interpreted in accordance with amendments to 18 Code of Federal Regulations, Sections 292.201-292.207 adopted through 46 Federal Register 33025-33027 (1981).

SMALL QUALIFYING FACILITY (SQF). A small qualifying facility is a Qualifying Facility with certified capacity of 100 kW or less.

COGENERATION FACILITY. A cogeneration facility is defined as equipment used to produce both electric energy, steam, or forms of useful energy (such as heat) which are used for industrial and commercial heating or cooling purposes.

SMALL POWER PRODUCTION FACILITY (SPPF). A small power production facility is defined as a facility which 1) produces electric energy solely by the use of biomass, waste, renewable resource, or a combination thereof, 2) has a power production capacity which together with any other facility using the same source and located at the same site does not exceed 80 megawatts, and 3) is not owned by a person primarily engaged in generation or sale of electrical energy.

METERING CHARGE. The monthly metering charge recovers the cost and installation of the additional meter and the associated billing, operating, and maintenance expenses.

NET ENERGY BILLING SERVICE. Customers electing Net Energy Billing Service shall be billed under the appropriate retail rate only for that amount of energy used by the customer which exceeds the energy delivered by the SQF to Connexus Energy at the same site during the same billing period. Any energy delivered by the SQF to Connexus Energy in excess of that received by SQF from Connexus Energy during the same billing period at the same site shall be compensated according to Net Energy Billing Service.

FIRM POWER. Firm Power is energy delivered by a QF the Connexus Energy with at least 65% on peak capacity factor in the billing period. The capacity factor is based upon a QF's maximum on peak metered capacity delivered to the Connexus Energy during the billing period.

INTERCONNECTION CHARGE. The interconnection charge will be assessed on a non-refundable basis to cover Connexus Energy's reasonable costs of connection, switching, transmission, distribution, safety provisions, and administrative costs that are directly related to installing and maintaining the physical facilities necessary to permit interconnected operations with a QF in excess of the facilities and expenses recovered in the monthly metering charge.

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**TECHNICAL AND SPECIAL TERMS FOR COGENERATION AND SMALL
POWER PRODUCTION**

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ON PEAK HOURS. The on peak hours are defined as weekdays from 10:00 to 20:00 CPT except for the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

OFF PEAK HOURS. The off peak hours are defined as all hours besides on peak hours.

**RULES AND REGULATIONS APPLICABLE TO COGENERATION AND
SMALL POWER PRODUCTION FACILITIES**

COMPLIANCE

The Customer agrees to operate and maintain the Generation System in accordance with the Connexus Energy Distributed Generation Technical Requirements and Interconnection Agreements. Failure to operate and maintain the generation system per these requirements will be grounds for Connexus to disconnect the generation system from the Connexus distribution system.

SPECIAL METERING

Customer agrees to allow Connexus Energy at Connexus Energy's expense to install necessary special metering and measuring equipment at the above address to provide information on the effect of the QF.

PROVISIONS TO SELECT METERING

Customer to choose one of the following:

1. Detenting of Meter for Parallel Operation With No Sale to Connexus Energy
Because customer does not intend to sell energy to Connexus Energy, the billing of the customer's electrical consumption provided by Connexus Energy will be available retail rates and retail rates and the electric meter measuring this consumption will at times be detented to allow measurement only of energy flow into the customer's premise. Customer will provide all meter socket replacement and rewiring required to accommodate a detented meter.
2. Metering for Parallel Operation With Sale or Wheelage of Excess or All or a Part of Customer Produced Energy
Two meters will be installed in series. One meter will record energy delivered by Connexus Energy. The second meter will record energy delivered by customer. Customer will provide all meter socket replacement and rewiring required to install these meters.

RATES

Rates for sales to a QF shall be governed by the applicable tariff for the class of consumer to which the QF would belong if it were not a QF. Connexus Energy or the QF may petition the Public Utilities Commission to establish specific rates for supplemental, maintenance, back-up, or interruptible power.

Rules and Regulations Applicable to Cogeneration and Small Power Production Facilities

REVENUE LOSS

Connexus Energy shall not be liable for revenue lost by customer due to Connexus Energy's inability to purchase or wheel customer generated energy for any reason not within Connexus Energy's reasonable control.

PAYMENT OF WHEELING CHARGE

For QF's with rated capacity of 30 kW or more, Connexus Energy will, at the QFs request or consent, provide wheeling or exchange arrangements with other utilities if such interconnection exists. For QFs with rated capacity of 30 kW or more, Connexus Energy at the request of an interconnected QF, will provide wheeling arrangements and shall pay all reasonable charges associated with the sale and wheeling of the QF's output. The utility ultimately receiving the QF's output shall pay its full avoided capacity and energy costs within 30 days of receiving the output to Connexus Energy which is interconnected to the QF. Payment to the QF must be made within 15 days from the date Connexus Energy receives payment. Payment to the interconnected QF will be in the amount Connexus Energy received from the utility less wheeling charges it incurred plus its own reasonable wheeling charges. A report summarizing all wheeling activities involving QFs will be submitted to the Minnesota Public Utilities Commission as required.

COOPERATIVE MEMBERSHIP

Any individual, corporation, or partnership wishing to interconnect with Connexus Energy's electric system shall become a member of Connexus Energy in accordance with the Bylaws of Connexus Energy.

INSURANCE

The customer shall maintain during the term of this agreement liability insurance, which insures customer against all claims for property damage and, for personal injury or death arising out of, resulting from, or in any manner connected with the installation, operation, and maintenance of the QF. The amount of such insurance coverage shall be at least \$300,000 per occurrence. Customer shall furnish a certificate from its insurance carrier showing that it has complied with the provisions of this section and providing that the insurance policy will not be changed or canceled during its term without written 90-day notice to Connexus Energy.

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Rules and Regulations Applicable to Cogeneration and Small Power Production Facilities

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SPECIAL LOSS FACTOR ADJUSTMENT

If the SQF is located at a site outside Connexus Energy's service territory and energy is delivered to Connexus Energy through facilities owned by another utility, energy payments will be adjusted downward reflecting losses occurring between point of generation and point of receipt by Connexus Energy.

SPECIAL INTERCONNECTION FACILITIES

The metering charge assumes common use of all Connexus Energy facilities, up to the metering point, for both receipt and delivery of energy. Any additional facilities required by Connexus Energy to accommodate the SQF will require SQF to pay a net interconnection charge in advance.

METERING REQUIREMENTS

The SQF shall make provisions for on-site metering. All energy delivered and sold to Connexus Energy shall be separately metered. On-site use of SQF output shall be unmetered for purposes of compensation. SQF shall cooperate with and allow Connexus Energy to install and have access to on-site monitoring equipment for purposes of gathering SQF performance data.

RESOLUTION OF DISPUTES

In cases where disputes between Connexus Energy and QF develop, and an impasse in negotiations of that dispute occurs, either party may request in writing for the Minnesota Public Utilities Commission (160 E Kellogg Boulevard, St. Paul, Minnesota 55101) to resolve the issue.

STANDARD CONTRACTS AND AGREEMENT FORMS

Listed below are the titles of standard contract or service agreement forms Connexus Energy requires of customers for cogeneration and small power production purchase services. Copies of the forms are shown on the following sheets in the order listed and Connexus Energy's Distributed Generation Technical Requirements and Interconnection Agreements.

1. Uniform Statewide Contract for Cogeneration and Small Power Production Facilities
2. Connexus Energy Distributed Generation Technical Requirements and Interconnection Agreements
 - a. Section 3 Generation Interconnection Application
 - b. Section 4 Engineering Data Submittal

**UNIFORM STATEWIDE CONTRACT FOR COGENERATION AND SMALL
POWER PRODUCTION FACILITIES**

THIS CONTRACT is entered into _____, _____, by Connexus Energy (hereafter called "Utility") and _____ (hereafter called "QF").

RECITALS

The QF has installed electric generating facilities, consisting of:

(Description of facilities), rated at less than 40 kilowatts of electricity, on property located at

_____.

The QF is prepared to generate electricity in parallel with the Utility.

The QF's electric generating facilities meet the requirements of the Minnesota Public Utilities Commission (hereafter called "Commission") rules on Cogeneration and Small Power Production and any technical standards for interconnection the Utility has established that are authorized by those rules.

The Utility is obligated under federal and Minnesota law to interconnect with the QF and to purchase electricity offered for sale by the QF.

A contract between the QF and the Utility is required by the Commission's rules.

AGREEMENTS

The QF and the Utility agree:

1. The Utility will sell electricity to the QF under the rate schedule in force for the class of customer to which the QF belongs.

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Uniform Statewide Contract for Cogeneration and Small Power Production Facilities

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2. The Utility will buy electricity from the QF under the current rate schedule filed with the Commission. The QF has elected the rate schedule category hereinafter indicated (select one):

- a. Net energy billing rate under part 7835.3300.
- b. Simultaneous purchase and sale billing rate under part 7835.3400.
- c. Time-of-day purchase rates under part 7835.3500.

A copy of the presently filed rate schedule is attached to this contract.

3. The rates for sales and purchases of electricity may change over the time this contract is in force, due to actions of the Utility or of the Commission, and the QF and the Utility agree that sales and purchases will be made under the rates in effect each month during the time this contract is in force.

4. The Utility will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF will be made under one of the following options as chosen by the QF:

- 1. Credit to the QF's account with the Utility.
- 2. Paid by check to the QF within 15 days of the billing date.

5. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Utility not prohibited by the Commission's rules on Cogeneration and Small Power Production which provide reasonable technical connection and operating specifications for the QF. This agreement does not waive the QF's right to bring a dispute before the Commission as authorized by Minnesota Rules, parts 7835.4800, 7835.5800, and 7835.4500, and any other provision of the Commission's rules on Cogeneration and Small Power Production authorizing Commission resolution of a dispute.

6. The Utility's rules, regulations, and policies must conform to the Commission's rules on Cogeneration and Small Power Production.

7. The QF will operate its electric generating facilities so that they conform to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.

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Uniform Statewide Contract for Cogeneration and Small Power Production Facilities

Page No. 9.3

8. The QF is responsible for the actual, reasonable costs of interconnection which are estimated to be \$_____. The QF will pay the Utility in this way:

9. The QF will give the Utility reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Utility's side of the interconnection. If the Utility enters the QF's property, the Utility will remain responsible for its personnel.

10. The Utility may stop providing electricity to the QF during a system emergency. The Utility will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.

11. The Utility may stop purchasing electricity from the QF when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility will notify the QF before it stops purchasing electricity in this way:

12. The QF will keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be \$_____ (The utility may not require an amount greater than \$300,000).

13. This contract becomes effective as soon as it is signed by the QF and the Utility. This contract will remain in force until either the QF or the Utility gives written notice to the other that the contract is canceled. This contract will be canceled 30 days after notice is given.

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Uniform Statewide Contract for Cogeneration and Small Power Production Facilities

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14. This contract contains all the agreements made between the QF and the Utility except that this contract shall at all times be subject to all rules and orders issued by the Public Utilities Commission or other government agency having jurisdiction over the subject matter of this contract. The QF and the Utility are not responsible for any agreements other than those stated in this contract.

THE QF AND THE UTILITY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

QF _____

UTILITY

By: _____

By: _____

(Title)

(Title)

**ELECTRIC SERVICE AGREEMENT FOR QF LESS THAN 100 kW OR
GREATER THAN 100 kW PROVIDING FIRM POWER**

THIS CONTRACT is entered into _____, _____, by Connexus Energy (hereafter called "Utility") and _____ (hereafter called "QF").

RECITALS

The QF has installed electric generating facilities, consisting of:

(Description of facilities), rated at _____ kilowatts of electricity, on property located at

_____.

The QF is prepared to generate electricity in parallel with the Utility.

The QF's electric generating facilities meet the requirements of the Minnesota Public Utilities Commission (hereafter called "Commission") rules on Cogeneration and Small Power Production and any technical standards for interconnection the Utility has established that are authorized by those rules.

The Utility is obligated under federal and Minnesota law to interconnect with the QF and to purchase electricity offered for sale by the QF.

A contract between the QF and the Utility is required by the Commission's rules.

AGREEMENTS

The QF and the Utility agree:

1. The Utility will sell electricity to the QF under the rate schedule in force for the class of customer to which the QF belongs.

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Electric Service Agreement for QF less than 100 kW or greater than 100 kW providing firm power

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2. The Utility will buy electricity from the QF under the current rate schedule filed with the Commission. The QF rate schedule category hereinafter indicated:

- a. Time-of-day purchase rates under part 7835.3500.

A copy of the presently filed rate schedule is attached to this contract.

3. The rates for sales and purchases of electricity may change over the time this contract is in force, due to actions of the Utility or of the Commission, and the QF and the Utility agree that sales and purchases will be made under the rates in effect each month during the time this contract is in force.

4. The Utility will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF will be made under one of the following options as chosen by the QF:

1. Credit to the QF's account with the Utility.
2. Paid by check to the QF within 15 days of the billing date.

5. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Utility not prohibited by the Commission's rules on Cogeneration and Small Power Production which provide reasonable technical connection and operating specifications for the QF. This agreement does not waive the QF's right to bring a dispute before the Commission as authorized by Minnesota Rules, parts 7835.4800, 7835.5800, and 7835.4500, and any other provision of the Commission's rules on Cogeneration and Small Power Production authorizing Commission resolution of a dispute.

6. The Utility's rules, regulations, and policies must conform to the Commission's rules on Cogeneration and Small Power Production.

7. The QF will operate its electric generating facilities so that they conform to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.

Section III - Distributed Generation Rates

PURPA

Electric Service Agreement for QF less than 100 kW or greater than 100 kW providing firm power

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8. The QF is responsible for the actual, reasonable costs of interconnection which are estimated to be \$_____. The QF will pay the Utility in this way:

9. The QF will give the Utility reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Utility's side of the interconnection. If the Utility enters the QF's property, the Utility will remain responsible for its personnel.

10. The Utility may stop providing electricity to the QF during a system emergency. The Utility will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.

11. The Utility may stop purchasing electricity from the QF when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility will notify the QF before it stops purchasing electricity in this way:

12. The QF will keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be \$_____ (The utility may not require an amount greater than \$2,000,000).

13. This contract becomes effective as soon as it is signed by the QF and the Utility. This contract will remain in force until either the QF or the Utility gives written notice to the other that the contract is canceled. This contract will be canceled 30 days after notice is given.

Section III - Distributed Generation Rates

PURPA

Electric Service Agreement for QF less than 100 kW or greater than 100 kW providing firm power

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14. This contract contains all the agreements made between the QF and the Utility except that this contract shall at all times be subject to all rules and orders issued by the Public Utilities Commission or other government agency having jurisdiction over the subject matter of this contract. The QF and the Utility are not responsible for any agreements other than those stated in this contract.

THE QF AND THE UTILITY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

QF _____

UTILITY

By: _____

By: _____

(Title)

(Title)

EXTENDED PARALLEL DISTRIBUTED GENERATION RIDER

Application

The Rider for Distributed Generation is applicable as follows to any Customer taking service under one of the Cooperative's standard electric rate schedules and who has entered into an Electric Service Agreement with Cooperative for the interconnection and operation of an on-site extended parallel distributed generation system:

1. The distributed generation system must be an operable, permanently installed or mobile generation facility connected in parallel to the utility distribution system serving the customer receiving retail electric service at the same site.
2. The distributed generation system must be fueled by either natural gas, a renewable fuel, or another similarly clean fuel or combination of fuels.
3. The distributed generation system can not have more than 10 MW of interconnected capacity at a point of common coupling to Cooperative's distribution system.
4. The interconnection and operation of the distributed generation system at each point of common coupling shall be considered as a separate application of the Rider.
5. All provisions of the applicable standard service schedule shall apply to distributed generation service under this Rider except as noted below.

In lieu of service under this Rider, Customer and Cooperative may pursue reasonable transactions outside the Rider; or Customer may take service, as applicable, under Cooperative's Rider for Parallel Generation as established under Minnesota Rules 7835 – Cogeneration and Small Power Production.

Definitions

Customer is an entity receiving retail electric service from Cooperative at the same site as the distributed generation system.

Extended Parallel means the distributed generation system is designed to remain connected with the Cooperative's distribution system for an extended period of time.

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Scheduled Maintenance service is energy, or energy and capacity, supplied by the Cooperative during scheduled maintenance of the Customer's non-utility source of electric energy supply (distributed generation system).

Unscheduled Outage service is energy, or energy and capacity, supplied by the Cooperative during unscheduled outages of the Customer's non-utility source of electric energy supply (distributed generation system).

All other definitions shall be as described in Cooperative's *Distributed Generation Interconnection Requirements* and *Interconnection Process for Distributed Generation Systems*.

Charges for Service

Services provided under this Rider may include services from the Cooperative to Customer and from Customer to Cooperative. The following rates, charges, credits and payments are applicable for such services in addition to all applicable charges for service being taken under Cooperative's standard rate schedule:

A monthly service charge, equal to the service charge contained in the base tariff to which this Rider is attached, will be applied to this Rider to recover costs of administering this Rider.

Services from Cooperative to Customer

Interconnection Services

Interconnection services include services such as engineering/design studies, Cooperative system upgrades and testing as further described in Cooperative's *Distributed Generation Interconnection Requirements* and *Interconnection Process for Distributed Generation Systems*. Charges for such interconnection services shall be as described in the Cooperative's *Distributed Generation Interconnection Requirements* and *Interconnection Process for Distributed Generation Systems*.

Supply Services

Supply services include standby services such as scheduled maintenance, unscheduled outages and supplemental service as provided under Cooperative's *Rider for Standby Service*.

Transmission Services

Transmission services include reservation and delivery of capacity and energy on either a firm or non-firm basis and those ancillary services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation over Transmission Providers' Transmission System. These ancillary services include services such as Scheduling, System Control and Dispatch Service, Reactive Supply and Voltage Control from Generation Sources, Regulation and Frequency Response, Generator Imbalance, Operating Reserve – Spinning Reserve and Operating Reserve – Supplemental Reserve. Transmission Services are provided as applicable under Cooperative's wholesale power supplier's approved Open Access Transmission Tariff (OATT).

Distribution Services

Distribution services include reservation and delivery of capacity and energy and those indirect services that are necessary to support the delivery of capacity and energy over Cooperative's distribution system. These indirect services include allocated support services or expenses such as operation and maintenance, customer accounts, customer service and information, administrative and general, depreciation, interest and taxes. Customers requiring contracted distribution standby service and/or delivery of energy and capacity over Cooperative's distribution system to a third party will be charged for such distribution services at a rate equal to the distribution charge specified in the Cooperative's *Rider for Standby Service*.

Services from Customer to Cooperative

Capacity/Energy

Customer may sell all of the energy produced by the distributed generation system to the Cooperative, use all the distributed generation energy to meet its own electrical requirements, or use a portion of the energy from the distributed generation system to meet its own electrical needs and sell the remaining energy to the Cooperative.

If the Customer offers to sell energy to the Cooperative, then such energy and capacity will be purchased by the Cooperative's wholesale power supplier under the rates, terms and conditions for such purchases as established by the wholesale power supplier.

Distribution Credits

A distribution credit may be given if the distributed generation system allows the Cooperative to defer or avoid distribution system upgrades. Distribution credits to the Customer should equal the Cooperative's avoided distribution costs resulting from the installation and operation of the distributed generation system. The Cooperative shall provide, upon Customer's written request, areas of the distribution system that could be likely candidates for distribution credits as determined through the Cooperative's normal planning process. The Cooperative shall also provide to the Customer the minimum size distributed generation system required in each of the areas to qualify for the distribution credit along with general operational requirements necessary for the distributed generation system to meet, so as to be able to receive distribution credits.

Upon receiving an interconnection application from the Customer for a distributed generation interconnection, along with a written request for distribution credits, the Cooperative will complete an initial screening study to determine if the project has the potential to receive distribution credits. The Customer shall be responsible for the cost of the screening study. If the Cooperative's study shows that there exists potential for distribution credit, the Cooperative shall, at its own expense, pursue further study to determine the distribution credit, as part of its annual distribution planning study. If the study cannot be incorporated as part of the Cooperative's annual distribution planning study, then such a study shall be pursued with Customer's approval at Customer's expense. If distribution credits are identified, then such credits will be paid in conjunction with an agreement with the Customer to supply distribution support utilizing the Customer's generation system.

Renewable Credits

If Customer installs a renewable distributed generation system and the Cooperative's wholesale power supplier's purchase of energy and capacity from such facility allows the wholesale power supplier to avoid the need to purchase renewable energy elsewhere, then the purchase of such renewable energy and capacity will reflect the avoided cost of renewable purchases as provided under the wholesale power supplier's applicable rates, terms and conditions for such purchases.

Tradable Emissions Credits

If the purchase of energy and capacity by the Cooperative's wholesale power supplier under the "must buy" provision described above results in the wholesale power supplier receiving an economic value associated with tradable emissions, then tradable emissions credits will be provided to Customer under terms established by the wholesale power supplier that reflects the economic value of such emission credits received by the wholesale power supplier.

Terms and Conditions of Service

The following terms and conditions apply to this Rider:

1. Service hereunder is subject to Cooperative's *Interconnection Process for Distributed Generation Systems and Distributed Generation Interconnection Requirements* as may be modified from time-to-time.
2. The Customer shall make provision for on-site metering. All energy received from and delivered to the Cooperative shall be separately metered. The Cooperative may require metering of the generation output. Cooperative will install all metering equipment necessary to monitor services provided to ensure adequate measurements are obtained to support necessary application of rates, charges, credits and payments. Customer will be charged an up-front lump sum for the installed cost of such metering equipment and a monthly charge for the operation and maintenance expenses for this metering equipment. In the event the Cooperative determines that an interval meter is required, the Customer is responsible for providing telephone communication to the meter. If Customer cannot or does not want to provide a telephone line, Connexus Energy will manually read the meter for an additional monthly fee.
3. The Customer shall pay for all interconnection costs incurred by the Cooperative made necessary by the installation of the distributed generation system.
4. The Customer will be compensated monthly for all energy delivered to Cooperative's wholesale power supplier. The timing for these payments is subject to annual review
5. Power and energy purchased by the Customer from the Cooperative shall be under the applicable retail rates for the purchase of electricity.
6. The Cooperative reserves the right to disconnect the Customer's generator from its system if it interferes with the operation of the Cooperative's equipment or with the equipment of other Cooperative Customers.
7. The Customer shall execute an Electric Service Agreement with the Cooperative which may include, among other provisions, a minimum term of service.

Billing and Terms of Payment

Billing and terms of payment shall be governed as set forth in the Cooperative's applicable base rate schedule.

To the extent that Cooperative receives service from Customer under this Rider, payment for such services shall be netted against any charges for Cooperative-supplied services hereunder.

Section III - Distributed Generation Rates

PURPA

Electric Service Agreement for QF less than 100 kW or greater than 100 kW providing firm power

Page No. 10.3

8. The QF is responsible for the actual, reasonable costs of interconnection which are estimated to be \$_____. The QF will pay the Utility in this way:

9. The QF will give the Utility reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Utility's side of the interconnection. If the Utility enters the QF's property, the Utility will remain responsible for its personnel.

10. The Utility may stop providing electricity to the QF during a system emergency. The Utility will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.

11. The Utility may stop purchasing electricity from the QF when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility will notify the QF before it stops purchasing electricity in this way:

12. The QF will keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be \$_____ (The utility may not require an amount greater than \$2,000,000).

13. This contract becomes effective as soon as it is signed by the QF and the Utility. This contract will remain in force until either the QF or the Utility gives written notice to the other that the contract is canceled. This contract will be canceled 30 days after notice is given.

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14. This contract contains all the agreements made between the QF and the Utility except that this contract shall at all times be subject to all rules and orders issued by the Public Utilities Commission or other government agency having jurisdiction over the subject matter of this contract. The QF and the Utility are not responsible for any agreements other than those stated in this contract.

THE QF AND THE UTILITY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

QF _____

UTILITY

By: _____

By: _____

(Title)

(Title)

STANDBY SERVICE RIDER

Application

The Rider for Standby Service is required under the following provisions for any Customer needing scheduled maintenance service or unscheduled outage service who is receiving electric service under one of the Cooperative’s firm retail electric rate schedules and who has entered into a contract with Cooperative for the interconnection and operation of an on-site extended parallel distributed generation system:

1. Contracts will be made for this service provided the Cooperative has sufficient capacity available in production, transmission and distribution facilities to provide such service at the location where the service is requested.
2. Power production equipment (distributed generation system) at the Customer site shall not operate in parallel with the Cooperative’s system until the installation has been inspected by an authorized Cooperative representative and final written approval is received from the Cooperative to commence parallel operation.
3. The minimum term of service taken under this Rider shall be one (1) year or such longer period as may be required under an Electric Service Agreement. Following this initial one year period, a Customer receiving standby service may terminate standby service and establish service under a firm service tariff schedule within the same time frame as would be required of a new Customer with a similar firm service load. Such time frame may be dependent on the Cooperative’s ability to adjust its generation capability, including reserve margin, for the increased firm load due to Customer’s selection of firm service from the Cooperative.
4. Energy provided to the Customer under this Rider is limited to energy used during a forced outage or planned maintenance of the Customer’s distributed generation system.

<u>Rate Code</u> Standby Service Rider

<u>Rate Code</u> E295

Exceptions to this Application include:

1. Any Customer taking service under Cooperative's Rider for Parallel Generation as established under Minnesota Rules 7835 shall not be required to take service under this Rider for standby services required to temporarily back up distributed generation systems rated at less than 40 kW;
2. Any Customer taking service under Cooperative's Rider for Distributed Generation Service shall not be required to take service under this Rider for standby services required to temporarily back up distributed generation systems rated at 60 kW or less. However, Cooperative reserves the right to limit the number of Distributed Generation Customers receiving such an exception based on financial considerations.; or
3. Any Customer, in lieu of service under this Rider, may provide physical assurance to ensure that standby service is not taken. A Customer requesting physical assurance shall agree to furnish and install an approved load-limiting device, which shall be set and sealed by Cooperative so that Customer's use of service will not exceed Customer's contracted demand. The installed cost of the load-limiting device shall be paid by Customer.

Definitions

Contracted Standby Demand is the quantity specified in Customer's Electric Service Agreement as the maximum amount of firm or non-firm standby service the Cooperative is obligated to supply.

Extended Parallel means the distributed generation system is designed to remain connected with the Cooperative's distribution system for an extended period of time.

Firm Service refers to a utility's most reliable, constant electric service. A utility would interrupt the supply of electricity to a firm service customer only as a last resort.

Non-Firm Service refers to electric service that a utility provides only to the extent that it has capacity not being used to meet the needs of firm-service customers at the moment.

Scheduled Maintenance service is energy, or energy and capacity, supplied by the Cooperative during scheduled maintenance of the Customer's non-utility source of electric energy supply (distributed generation system).

Section III - Distributed Generation Rates

Standby Service Rider

Page 12.3

Unscheduled Outage service is energy, or energy and capacity, supplied by the Cooperative during unscheduled outages of the Customer's non-utility source of electric energy supply (distributed generation system).

All other definitions shall be as described in Cooperative's *Distributed Generation Interconnection Requirements* and *Interconnection Process for Distributed Generation Systems*.

Charges for Services

The following Reservation and Usage Fees are applicable in addition to all charges for service being taken under Cooperative's base rate schedule:

Reservation Fees

Charges as specified below for the reservation of either Firm or Non-Firm generation, transmission and distribution service per Month per kW will each be applied to the Customer's Contracted Standby Demand as specified in Customer's Electric Service Agreement with Cooperative:

	Firm Service (\$ per kW)	Non-Firm Service (\$ per kW)
Generation	*	**
Transmission	*	**
Distribution	\$ 3.61	\$ 3.61
Monthly Metering Fee	\$40.00	\$40.00

* Firm Standby Service generation and transmission Reservation Fees will be billed under the rates, terms and conditions of the Cooperative's wholesale power supplier.

** Non-Firm Standby Service generation and transmission Reservation Fees will be billed under the rates, terms and conditions of the Cooperative's wholesale power supplier.

Usage Fees

Demand Charge

If Customer registers electrical usage from Cooperative during a billing month then such usage may result in demand charges, which may vary between Customers contracting for Firm Standby Service or Non-Firm Standby Service.

If usage of a firm standby Customer results in wholesale charges to Cooperative, then the metered demand of such usage will be charged at the demand rate as contained in the base tariff to which this Rider is attached minus the applicable Reservation Fees paid by Customer during such billing month. The reduction in the base tariff billing demand will be provided up to the amount of Contracted Standby Demand. Any metered demand for Customer electrical usage from Cooperative that exceeds the Contracted Standby Demand level will be billed at the full demand rate specified in the base tariff. In addition, Customer's Contracted Standby Demand will be adjusted as specified in the Billing Demand clause of this Rider. If Customer registers electrical usage from Cooperative that also coincides with the Cooperative's wholesale power supplier's monthly billing peak, then additional demand charges may be applied by Cooperative to ensure that Customer fully compensates Cooperative for such wholesale power costs.

Power may not be available when needed for a non-firm standby Customer. If power is available and usage of a non-firm standby Customer results in wholesale charges to Cooperative, then the metered demand of such usage will be charged at no less than the demand rate as contained in the base tariff to which this Rider is attached minus the applicable Reservation Fees paid by Customer during such billing month. (Any higher demand charges for non-firm demand use will reflect higher wholesale demand costs incurred to provide such service.) The reduction in the base tariff billing demand will be provided up to the amount of Contracted Standby Demand. Any metered demand for Customer electrical usage from Cooperative that exceeds the Contracted Standby Demand level will be billed at the full demand rate specified in the base tariff. In addition, Customer's Contracted Standby Demand will be adjusted as specified in the Billing Demand clause of this Rider. If Customer registers electrical usage from Cooperative that also coincides with the Cooperative's wholesale power supplier's monthly billing peak, then additional demand charges may be applied by Cooperative to ensure that Customer fully compensates Cooperative for such wholesale power costs.

Section III - Distributed Generation Rates

Standby Service Rider

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Energy Charge

Energy actually used by a firm standby Customer under this Rider will be charged at the same energy rate as contained in the base tariff to which this Rider is attached.

If energy is available for a non-firm standby Customer, then energy actually used under this Rider will be charged at no less than the energy rate contained in the base tariff to which this Rider is attached. Any higher energy charges for non-firm energy use will reflect higher wholesale energy costs incurred to provide such energy.

Rate Adjustments

Bills shall be subject to all adjustments applicable to the base schedule to which this Rider is attached.

Billing Demand

The Customer shall contract for a specific kilowatt demand of standby service sufficient to meet the Customer's requirements when the distributed generation system is not being operated. In the event the Contracted Standby Demand is exceeded in any month by a higher billing demand, such higher demand shall be considered as the new billing demand for the month. The billing demand for Reservation Fees thereafter shall be not be less than the newly established billing demand for the remainder of the contract. Such adjustment of billing demand applicable to Reservation Fees will recognize circumstances where on-going firm service is being provided in addition to standby service.

Stranded Investment

Any Customer who installs load limiting equipment to ensure that standby service is not taken (physical assurance) and does not intend to deliver power into the distribution system will have the option of making a lump sum payment to Cooperative for stranded distribution investment. If such lump sum payment is not made, then Customer will be subject to distribution standby charges based on Customer's typical demands incurred prior to requesting physical assurance status.

Billing and Terms of Payment

Billing and terms of payment shall be governed as set forth in the Cooperative's applicable base rate schedule.

Terms and Condition of Service

1. The Customer shall execute an Electric Service Agreement with the Cooperative which shall specify:
 - a. Standard rate schedule (to which this Rider is attached);
 - b. Contracted Standby Demand;
 - c. Generator Nameplate Rating; and
 - d. Type of Standby Service (firm or non-firm).
2. Service hereunder is subject to Cooperative's *Interconnection Process for Distributed Generation Systems* and *Distributed Generation Interconnection Requirements* as may be modified from time-to-time.
3. The Customer shall make provision for on-site metering. All energy received from and delivered to the Cooperative shall be separately metered. The Cooperative may require metering of the generation output. Cooperative will install all metering equipment necessary to monitor services provided to ensure adequate measurements are obtained to support necessary application of rates, charges, credits and payments. Customer will be charged an up-front lump sum for the installed cost of such metering equipment and a monthly charge for the operation and maintenance expenses for this metering equipment. In the event the Cooperative determines that an interval meter is required, the Customer is responsible for providing telephone communication to the meter. If Customer cannot or does not want to provide a telephone line, Connexus Energy will manually read the meter for an additional monthly fee.
4. The Customer shall pay for all interconnection costs incurred by the Cooperative made necessary by the installation of the distributed generation system.
5. The Cooperative reserves the right to disconnect the Customer's generator from its system if it interferes with the operation of the Cooperative's equipment or with the equipment of other Cooperative Customers.
6. The Cooperative shall not be obligated to supply standby service for a Customer's load in excess of the capacity for which Customer has contracted.
7. The Customer shall be liable for all damages or costs caused by Customer's use of power in excess of contracted for capacity.
8. Cooperative may require Customer to furnish and install an approved load limiting device which shall be set and sealed by Cooperative so that the Customer's use of service will not exceed the number of kilowatts contracted for by Customer.
9. The Customer shall annually furnish documentation to the Cooperative confirming the maximum capacity and reliability of the power source for which the Customer requires Standby Service.

10. Cooperative and Customer will coordinate the planning and determining of a schedule for performance of periodic maintenance of Customer's facilities, such maintenance shall be scheduled to avoid wholesale power billing costs or as agreed upon in the contract. Cooperative will require the Customer to provide reasonable notice of its proposed schedule for maintenance. The duration of the agreed maintenance schedule may thereafter be extended only with the consent of the Cooperative in response to Customer's request received prior to the end of the maintenance period.
11. The Cooperative reserves the right to establish a minimum charge in order to recover the costs of facilities required to serve such load. Said charge shall be specified in the Electric Service Agreement.
12. Cooperative may be reimbursed by the Customer for costs which are incurred, or which have been previously incurred, in providing facilities, which are used principally, or exclusively in supplying service for any portion of the Customer's requirements, which are to be normally supplied from a source of power other than the Cooperative's electric system.
13. All electricity delivered shall be for the exclusive use of the Customer and shall not be resold.
14. Customer shall indemnify Cooperative against all liability, which may result from any and all claims for damages to property and injury or death to persons, which may arise out of or be caused by the erection, maintenance, presence, or operation of the co-generation facility or by any related act or omission of the Customer, its employees, agents, contractors or subcontractors.