

STANDARD PRICING SCHEDULE
PURCHASE AGREEMENT

STATE OF OKLAHOMA

**STANDARD ELECTRICITY PURCHASE AGREEMENT
FOR
SMALL POWER AND COGENERATION FACILITIES
(300 Kilowatts or Less)**

This agreement made this ____ day of _____, 20____, between Oklahoma Gas and Electric Company, hereinafter referred to as the "Company", and _____, hereinafter referred to as the "Producer."

ARTICLE I
PURPOSE OF AGREEMENT

- A. Producer intends to own and/or operate an electric generating facility using fuels derived from biomass, waste or renewable energy source, including wind, solar energy, or water to produce electricity, or a cogeneration facility having a maximum rated electrical output of 300 kW or less. Producer desires to operate such generation parallel with the Company's system and sell a portion or all of the electricity produced to the Company. The Company has no direct financial involvement in the investment, construction, operation or maintenance of Producer's generation facility. The Producer has notified its insurance carrier of the existence of this generator installation. A copy of this notification is attached to this agreement as Appendix "A".
- B. Producer's generating facility is located _____ and will be ready to produce and either deliver electricity for sale or operate in parallel with the Company's system on or about _____.
- C. Producer's generating facility is described as:
Make _____, Model _____, Serial No. _____,
fuel or energy source _____, and having a nominal output rating of _____ kW,
volts, _____ phase, 60 Hertz.
- D. The Company is willing to permit Producer to operate its generating facility in parallel with Company's system for the purpose of either delivering of self-consuming electricity produced. The Company will provide supplemental and/or standby services to the Producer in accordance with tariffs approved by the Oklahoma Corporation Commission.
- E. The Standard Terms and Conditions of Purchase from Producers of 100 kW or Less (Standard Terms and Conditions), as approved by the Oklahoma Corporation Commission in Order No. 326195 in Cause No. 27208, are incorporated by reference in

Rates Authorized by the Oklahoma Corporation Commission:
(Effective) (Order No.) (Cause/Docket No.)
August 3, 2009 569281 PUD 200800398

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PUBLIC UTILITIES

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this Agreement. Any changes or modifications to this Agreement shall require specific approval of the Commission as provided in OAC 165:40-1-4 of the Standard Terms and Conditions of Purchase for Producers of 100 kW or less, which are consonant with the Commission's Standard Terms and Conditions, as approved by the Commission are also incorporate by reference in this Agreement.

- F. Each Party hereto shall indemnify and save the other Party harmless from any loss of damage to the facilities of the said other Party due to the sole negligence of said Party, provided however, that the Producer shall provide, install and maintain at its own expense all electrical wiring and apparatus, including any protective equipment, required either by the National Electric Code and/or the applicable municipal code and with all requirements prescribed by any governmental authority having jurisdiction thereof, and compliance with such duty shall be a condition to liability of the Company under this indemnity.

Neither Party is liable for revenue loss resulting from interruption or partial interruption of service.

Should the Producer dispute the interpretation by the Company of the requirements of the National Electrical Code and/or any applicable municipal code, such Producer may request the dispute be resolved by the Commission.

The Company reserves the right to refuse to connect to any wiring or apparatus which does not meet these requirements and the Company may, without advance notice, discontinue its connection with any Producer's wiring or apparatus when a dangerous condition of wiring or equipment upon the premises of the Producer is discovered.

ARTICLE II
RATE

- A. The Producer hereby selects the following Rate Option for the term of this Agreement by placing his/her initials in the space provided for the Rate Option selected and by lining through those Rate Options which are not selected:

 OPTION 1:
Initials

Producer hereby elects to provide Firm Energy to the Company and to be paid Purchase Rate Number 1 as set forth in Rate Schedule QF which is attached hereto as Appendix

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"B". Firm Energy means energy delivered to the Company with at least a 25 percent on-peak season capacity factor as the on-peak season is defined in Rate schedule QF. In selecting this option, the Producer understands it has the obligation to deliver Firm Energy to the Company. Failure to meet this capacity factor shall result in the penalty specified in Appendix "B".

OPTION 2:

Initials

Producer hereby elects to provide as delivered energy and to be paid therefore at the Seasonal Purchase Rate (Purchase Rate Number 2) as set forth in Rate Schedule QF which is attached hereto as Appendix "B".

OPTION 3:

Initials

Producer hereby elects to be paid for energy delivered to the Company on a Net Energy Billing basis as set forth in Rate Schedule NEBO which is attached hereto as Appendix "B".

- B. Power and energy delivered to the Producer by the Company as well as any standby services provided shall be sold under the provisions of the Company's applicable rate schedules.
- C. Billing for electric purchases by the Company shall be accomplished in the same manner as billing for electric service sold to the Producer. Invoices for purchases shall be prepared by the Company and submitted at the same time to the Producer as a separate statement or as a separate item on the bill for electric service.
- D. If the Producer selects OPTION 1 or OPTION 2, purchase meters shall be read by the Producer on the last business day of each month. The Producer shall prepare and submit an invoice to the Company within ten (10) days of the meter reading date, and the Company shall make payment within its usual payment cycle.

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ARTICLE III
MISCELLANEOUS PROVISION

- A. Term - This Agreement shall become effective on completion of the installation of facilities required for parallel operation and shall remain in effect for a period of one year. At the end of the primary term and for each succeeding year thereafter, this Agreement shall be automatically renewed for a period of one year unless canceled or terminated by instructions or direction of the Commission; provided, however, that the Producer may terminate this Agreement at any time by giving thirty (30) days written notice of its intent to terminate to the Company. Producer shall not terminate this Agreement for the purpose of selecting a new or different Rate Option except at the end of the primary term or at the end of any subsequent year.
- B. Installation of facilities required for parallel operation shall be deemed to be complete when the Company provides the Producer with its written consent to commence parallel operation.
- C. The following appendices, which are attached to this Agreement, are incorporated herein by reference:

Appendix A - Copy of Insurance Carrier Notification

Appendix B - Rate Option

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above set forth.

Producer

By _____

Title _____

ATTEST:

Secretary

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DIRECTOR OF
PUBLIC UTILITIES

OKLAHOMA GAS AND ELECTRIC COMPANY
P. O. Box 321
Oklahoma City, Oklahoma 73101

Original Sheet No. 90.14
Date Issued July 24, 2009

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STATE OF OKLAHOMA

OKLAHOMA GAS AND ELECTRIC COMPANY

By _____

ATTEST:

Title _____

Secretary

FOR COMPANY USE ONLY

UNIQUE NUMBER _____

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