

ARKANSAS PUBLIC SERVICE COMMISSION

<u>Original</u>	Sheet No. <u>51.0</u>
Replacing _____	Sheet No. ____
<u>OKLAHOMA GAS AND ELECTRIC COMPANY</u>	
Name of Company	
Kind of Service: <u>Electric</u>	Class of Service: <u>All</u>
Part I. Rate Schedule No. <u>TCPPI00</u>	
Title: <u>Terms and Conditions of Purchase For Producers of 100 kW or Less</u>	

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1.0 INTRODUCTION

1.1 PURPOSE OF TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions of Purchase shall govern the supplying and delivering of power to the Company’s electric system by a Small Power Producer or Cogenerator (Producer) who:

1. Is qualified under an approved purchase rate schedule, and
2. Has made a proper purchase application, and
3. Has executed a Purchase Agreement with the Company.

1.2 APPLICATION OF TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions of Purchase, and any modifications thereof and additions thereto lawfully made, are applicable to all Purchase Applications, Agreements and Rate Schedules of Producers defined above.

Company shall receive and purchase and Producer will furnish and sell either all energy or net energy in excess of Producer’s needs, as the Producer shall choose.

If Producer is also a Consumer the applicable Rate Schedules for Service, Service Agreement, and Terms and Conditions of Service will continue to apply to such service, except as modified herein.

The Company may decline to serve a Producer or prospective Producer until such Producer has complied with the rules and regulations of the Commission and any applicable Federal, State and Municipal or other local laws and rules and regulations. The Company may refuse to purchase from any Producer for non-compliance with these Terms and Conditions of Purchase or related Purchase Agreement and Purchase Rate Schedule.

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1.3 MODIFICATION OF TERMS AND CONDITIONS OF PURCHASE

No agent, representative or employee of the Company shall have authority to modify these Terms and Conditions of Purchase, but the Company shall have the right to request amendment of these Terms and Conditions of Purchase or to request additional Terms and Conditions of Purchase as it may deem necessary from time to time, subject to the approval of the Commission.

1.4 ADMINISTRATION OF PURCHASE TARIFF

Each Party shall designate one person as its representative for the agreement. The representative shall carry out the provisions of the Purchase Tariff and provide liaison between the Parties.

1.5 DISPUTE RESOLUTION

Disputes on any matter relating to the Purchase Tariff shall be discussed with the company's representative.

1.6 NOTICES

Any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party to the other may be so given, tendered or delivered:

1. for consumer-producers, in the same manner as specified in the Terms and Conditions of Service;
2. for Producers, by depositing the same in any United States Post Office with postage prepaid, for transmission by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address furnished for the representative. Changes in such designation may be made by notice similarly given. Oral notices between the representatives will be sufficient if confirmed in writing.

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<u>Original</u>	Sheet No. <u>51.2</u>
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2.0 GENERAL INFORMATION

2.1 DEFINITIONS

The words and phrases used in these Terms and Conditions of Purchase or the Company’s Purchase Rate Schedules, Agreements and Applications shall have the same definition as in the Terms and Conditions of Service except as modified or defined hereafter:

“Cogenerator” is a Producer qualified under Section 201 of the Act as a cogeneration facility. A facility’s power production capacity (1) must be used to produce both electrical and useful thermal energy for industrial /commercial, heating or cooling purposes, through the sequential use of energy; (2) must meet certain standards as to fuel use and efficiencies; (3) may not be owned by a person primarily engaged in the generation or sale of electrical power; and (4) may be required to be qualified by FERC.

“Commission” means the Arkansas Public Service Commission.

“Consumer” means any person, firm, corporation, municipality or agency, or any political subdivision of the United States or the State of Arkansas receiving electric service of any nature from the Company. (Where or when it becomes necessary to designate the particular party who is the consumer-producer for any reason, the person who contracts for electric service or in whose name it is received shall be considered the consumer-producer.)

“Company” means the Oklahoma Gas and Electric Company.

“Electricity” means electric power and energy produced, transmitted, distributed or furnished by or delivered to the Company.

“Force Majeure” means a cause reasonably beyond the control of the Party affected, such as, but without limitation to, injunction, strike of the Party’s employees, war, invasion, fire, accident, floods, backwater caused by floods, acts of God, or inability to obtain or ship essential services, materials, or equipment because of the effect of similar causes on the Party's suppliers or carriers.

“Meter” means any device or devices used to measure or register electric power and energy.

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“Premises” means any piece of land or real estate, or any building or other structure or portion thereof or any facility where electric energy is furnished to or delivered by a Producer.

“Producer” means a Small Power Producer or Cogenerator.

“Prudent Utility Practice” means the practices, methods and acts, which, in the exercise of reasonable judgment in the light of the facts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior thereto) known at the time the decision was made, would have been expended to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition, taking into account the fact that Prudent Utility Practice is not intended to be limited to the optimum practice, methods or acts to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. Prudent Utility Practice includes due regard for manufacturer’s warranties and requirements of governmental agencies of competent jurisdiction.

“Small Power Producer” means a facility qualified under Section 201 of the Act as a small power production facility. A facility’s power production capacity (1) must be owned by the same person, at the same location and be less than 80 megawatts; (2) must derive more than 50% of its total energy input from biomass, wastes, renewable resources or any combination and may not derive more than 25% of its total energy from oil, natural gas and/or coal; and (3) the facility may not be owned by a person primarily engaged in the generation or sale of electrical power.

“Tariff” shall include every rate schedule, purchase rate schedule or provision thereof, service agreement, purchase agreement and all terms, conditions, rules and regulations for furnishing electric service or purchasing electric energy.

2.2 APPLICATION FOR PURCHASE AGREEMENT

Each Producer, before interconnecting and before selling electric energy, shall make written application to the Company to purchase the Producer’s electricity under the applicable purchase rates.

A written Purchase Agreement when signed by the Producer and accepted and approved by the Company constitutes a contract. Each application for electric purchase shall be made in the true name of the Producer.

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<u>Original</u>	Sheet No. <u>51.4</u>
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A single application for purchase cannot be made to apply to different locations, nor to cover more than one point of purchase at the same location to be used by the same Producer, unless the Company determines that the physical or electrical characteristics of the facility requires more than one point of purchase according to good engineering and operating practice.

The contract is not transferable by the Producer. A Producer no longer desiring a Purchase Agreement on a premises must notify the Company of his intent to discontinue. When there is a new occupant of the premises or a change in responsibility for operations a new application for purchase must be made before purchase is begun.

Any person who inputs electric energy into the Company's system but fails to make application for such purchase shall be liable to the Company for any damages caused thereby.

2.3 SELECTION OF PURCHASE RATES OR OPTIONS

The Company's standard purchase rate schedules state the conditions under which each is available.

The Company, at any time upon request, will determine for any Producer the rates or other options best adapted to existing or anticipated electric purchase or service requirements as defined by the Producer, but the Producer shall always have the final responsibility for the choice between such applicable rates or options.

The Company's standard purchase rate schedules state the term or period of time for which each is established. A Producer having selected a purchase rate or option may not apply for another purchase rate or option during the applicable term.

A new Producer will be given reasonable opportunity (normally not to exceed three months' time) to determine his purchase availability before definitely selecting the most favorable purchase rates and options.

2.4 EXCLUSIVE USE OF COMPANY'S ELECTRIC SERVICE

The standard rate schedules for service are based on exclusive use of Company's service. Purchase under these Terms and Conditions and applicable purchase rate schedules are not a violation of such provisions.

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<u>Original</u>	Sheet No. <u>51.5</u>
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2.5 RESALE OF THE COMPANY’S ELECTRIC SERVICE

The Producer will not resell the electricity purchased from the Company or sell its own electricity to any other Party.

2.6 EXTENSION OF PRODUCER’S SYSTEM THROUGH PUBLIC SPACE

For the purpose of obtaining a lower rate by receiving electric service or a higher rate by supplying electricity for purchase through one meter, the Producer will not be permitted to extend or connect his electric wiring installation across or under a street, alley, or other public space in order to obtain connection with adjacent property, unless such extension is made pursuant to a special contract or filed rate schedule.

2.7 CONTINUITY AND QUALITY OF ELECTRICAL CONNECTION

The Company will use reasonable diligence to receive continuous electric delivery at the point of purchase with the Producer within the voltage limits specified by applicable rules and regulations of the Commission.

It shall be the responsibility of the Producer to install and maintain protective devices which will protect the Producer’s equipment or process during abnormal service conditions or the failure of part or all of the electric service.

In order to make repairs to or changes in the Company’s facilities for supplying electric service, or taking electric purchases, the Company reserves the right, without incurring any liability therefore, to suspend purchase without notice to a Producer for such periods as may be reasonably necessary. Insofar as is practicable, the interruption shall be made at a time which will cause least reasonable inconvenience to Producers.

The Company also reserves the right to discontinue purchase from any Producer without advance notice, when a defective condition of wiring or equipment upon the premises of the Producer results or is likely to result in danger to life or property, or interference with proper service to others. Electric purchase from the Producer will not be resumed until the dangerous condition has been remedied to the satisfaction of the Company.

If such dangerous condition is the result of tampering with Company equipment, the provisions of the paragraph entitled “Fraudulent Use or Sale of Electricity” shall also apply.

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<u>Original</u>	Sheet No. <u>51.6</u>
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2.8 FORCE MAJEURE

Neither Party is in default if failure or performance is due to Force Majeure (exception: duty to make payments due). The Party unable to perform has the duty to notify in writing of the nature and period of delay, and shall exercise due diligence to remove inability but is not required to settle labor disputes.

If Party's failure of performance is due to removable or remediable causes which it fails to remove or remedy with reasonable dispatch, party is not relieved of liability.

2.9 DEPOSITS AS SECURITY FOR PAYMENT OF BILLS

Any deposits required as security for payment of bills and any deposit procedures specified in the Terms and Conditions of Service shall not be modified as a result of a Purchase Agreement.

2.10 BILLING FOR ELECTRIC PURCHASE

1. Consumer-Producer

Normally, billing for electric purchase will be done in the same manner and by the same persons as is done for electric service to the same premises. Invoices for purchases will be prepared by the Company and submitted at the same time to the consumer-producer as a separate statement or as a separate item on the bill for service.

Any charge for late payment for service will be made in accordance with the Terms and Conditions of Service except that the amount will be calculated after netting for any amounts purchased.

2. Producer only

Purchase meters normally shall be read by the Producer at approximately monthly intervals at a time specified by the Company. Invoices will be prepared by the Producer. Company will normally make payment within its usual payment cycle.

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Original Sheet No. 51.7

Replacing _____ Sheet No. ____

OKLAHOMA GAS AND ELECTRIC COMPANY

Name of Company

Kind of Service: Electric Class of Service: All

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2.11 TESTING OF PURCHASE METERS UPON REQUEST OF PRODUCERS

The Company will test the accuracy of any Producer’s purchase meter in the same manner as for service meters under the Terms and Conditions of Service.

2.12 ADJUSTMENT OF INVOICES FOR METER INACCURACY AND INCORRECT BILLING

Adjustment of invoices will be done in the same manner as under the Terms and Conditions of Service.

2.13 CHANGE OF OCCUPANCY

When a Producer elects to terminate purchase, the Company is to be notified, either by telephone or in writing, as to the proposed effective date of such termination.

The Company will read the meter(s) as under the Terms and Conditions of Service.

Leaving an interconnection to vacant premises does not constitute consent by the Company for new occupant of such premises to interconnect or deliver electricity without making proper application for said purchase.

2.14 DISCONTINUANCE OF ELECTRIC PURCHASE

The Company may discontinue electric purchase from a Producer for the reasons set forth below, after written notice stating the reason or reasons for such discontinuance has been given to the Producer:

1. At any time service is discontinued under the Terms and Conditions of Service;
2. If the Producer refuses to provide Company reasonable access to its equipment on Producer’s premises;
3. Violation of any rule or regulation of the Commission or non-compliance with any applicable federal, state, municipal or other local laws, rules or regulations;
4. Violation of or non-compliance with an approved Purchase Agreement, Purchase Rate Schedule or these Terms and Conditions of Purchase;

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5. Failure of the Producer to make application for purchase;
6. Failure of the Producer to make application for electric purchase in the true name of the Producer for the purpose of avoiding payment of an unpaid obligation for electric service provided.

The Company may discontinue electric purchase without advance notice from a Producer for any of the reasons set forth below:

1. Existence of a dangerous or defective condition of wiring or equipment on Producer's premises;
2. Fraudulent use or sale of electricity;
3. Tampering with the Company's regulating and measuring equipment or other property.

The Company may discontinue purchase for non-payment of a utility bill, net of Purchases, in the same manner as for electric service.

The fact that the Company holds a deposit authorized by the Terms and Conditions of Service will not prevent discontinuance of purchase pursuant to this Section.

As soon as is practicable, after the condition has been remedied for which the Producer's purchase was discontinued, the Company shall restore purchase; however, where purchase has been discontinued for fraudulent use or sale of electricity or for tampering with the Company's regulating and measuring equipment or other property, the Company may refuse to restore purchase until ordered to do so by the Commission.

Whenever purchase has been discontinued for any violation, the Company may charge for reconnection for purchase \$30.00 during normal working hours and in addition to any charges under the Terms and Conditions of Service. The Producer must pay, or make arrangements for paying same, before producer will be reconnected.

Non-cancellation of purchase does not waive right to cancel for future breach.

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<u>Original</u>	Sheet No. <u>51.9</u>
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2.15 RESPONSIBILITY FOR COMPANY PROPERTY

The Producer will be responsible for all damage to, or loss of, the Company’s property located upon the Producer’s premises, unless occasioned by causes beyond the Producer’s control. The Producer shall not authorize any one to change, remove, or tamper with Company’s property.

No regulating or measuring equipment, or other property or equipment owned by the Company, wherever situated, whether upon Producer’s premises or elsewhere, shall be tampered with or interfered with by the producer, either for the purpose of adjustment or otherwise.

2.16 FRAUDULENT USE OR SALE OF ELECTRICITY

For the purpose of these Terms and Conditions of Purchase, the term “Fraudulent Use or Sale of Electricity” shall include any unauthorized use of the Company’s electric service by the Producer, or unauthorized use of Producer generated electricity.

In the event fraudulent use or sale of electricity or evidence of attempted fraudulent use or sale of electricity is discovered, or where the Company’s regulating or measuring equipment or other property has been tampered with, electric purchase may be discontinued by the Company without advance notice to the Producer.

Unless otherwise ordered by the Commission, purchase from the Producer will not be resumed until such Producer shall have paid all bills including:

1. The charge for the estimated amount of electricity fraudulently consumed or sold;
2. The cost of replacement or repair of any damaged meter or associated equipment;
3. The cost of installation of system protection facilities, or of relocation of the meter, if determined necessary by the Company;
4. Any reconnection charges.

If it has been shown to the satisfaction of the Company that the Producer or applicant for purchase had no connection with, or knowledge of, such fraudulent use or sale of electricity or such tampering, electric purchase may be resumed after the condition causing or permitting the fraudulent usage or sale has been corrected and such Producer or applicant for purchase has paid for any unmetered service received.

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3.0 INSTALLATION AND PARALLEL OPERATION

3.1 PRODUCER’S WIRING: NATIONAL ELECTRIC CODE

All electrical wiring and apparatus connected or to be connected to the Company’s distribution system shall be at the Producer’s expense and shall be installed and maintained in accordance with the requirements of the National Electrical Code, as adopted by the Commission in its rules and regulations, and with all requirements prescribed by governmental authority having jurisdiction thereof. In the event of a conflict between the National Electrical Code and an applicable municipal code, the latter shall govern.

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 purchase from any Producer when a defective condition of wiring or equipment upon the premises of the Producer is discovered.

In the event a Producer desires to add to or increase the size of his electrical equipment, he shall notify the Company sufficiently in advance so that its meter and other equipment may be enlarged sufficiently to care for the increased load or generation.

3.2 AVAILABILITY OF ELECTRIC INTERCONNECTION

The type of electric interconnection which will be required of the Producer will depend on the location, size, and type of load to be served as well as on the generating equipment and capacity. It is necessary that the Producer obtain from the local office of the Company the phase and voltage of the interconnection that will be furnished before proceeding with the purchase of generators or other equipment. Also the point of purchase on the premises must be determined before the Producer’s wiring installation is made.

3.3 SINGLE PHASE AND THREE PHASE CONNECTION

Producers shall normally be furnished single phase or three phase purchase under the corresponding provisions for electric service.

Generation itself may represent a load, such as for some inductive wind generators. The class of service may be different than it would be without the generator load.

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3.4 POINT OF DELIVERY OF ELECTRIC SERVICE

The point of delivery for purchase shall be the same as the point of delivery for service for consumer-producers or a point similarly determined for Producers only.

3.5 METERS

All purchase meters and detents shall be furnished, installed and maintained by the Company and remain its property. All meter bases, enclosures and other associated equipment shall be furnished and owned by the Company and maintained by the Producer. Producer shall reimburse the Company for all furnished meters, bases and associated equipment.

No metering equipment shall be by-passed for any reason, without prior approval of the Company.

Location of self contained installations and instrument transformers shall be governed by the corresponding Terms and Conditions of Service.

3.6 RELOCATION OF METERS

The Company may, at its option and at its expense, relocate any meter.

In case of a relocation which is made necessary by the Producer's conditions or actions, the Producer shall, at his expense, relocate the metering equipment and service entrance facilities to a location agreeable to the Company and the Producer.

Under no circumstances shall any meter be moved or relocated except as authorized by the Company.

3.7 OWNERSHIP, DESIGN, OPERATIONS & MAINTENANCE

Producer will, except as otherwise noted, design, construct, install, own, operate and maintain all equipment required to generate and deliver energy and/or capacity specified herein.

Producer will further provide all necessary easements, licenses, and other rights to enable Company to deliver, purchase and sell.

The Company may set reasonable requirements for the Producer's facilities and equipment.

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3.8 SYSTEM EXTENSION, REINFORCEMENT, AND PROTECTION FACILITIES

For consumer-producers the Company will construct and maintain facilities in accordance with the Standard Extension Policy contained in the Terms and Conditions of Service. Calculations will be made on the gross load including any generating load. The Producer will reimburse the Company for all facilities above these amounts. Those who only produce will reimburse the Company for all necessary system extension, reinforcement and protection facilities.

3.9 PLANS AND SPECIFICATIONS

Producer will submit all equipment specifications to Company for review prior to connection and as part of the application.

Producer will allow Company to make facility description available and public to aid in evaluating performance.

3.10 INSPECTIONS AND TESTS

The Company shall have the right to inspect the Producer’s electric generating facilities; to be present at initial tests; to measure power factor at any time; to conduct such operating tests as are necessary to ascertain that the protective devices function properly; to review any data collected from such facilities at any reasonable time; and to independently monitor the aforesaid system and related energy regime.

The Producer shall have the right to review and copy any data collected by the Company.

3.11 ACCESS BY COMPANY AUTHORIZED AGENTS

The Producer shall give authorized agents of the Company permission to enter the Producer’s premises at all reasonable times for any purpose incidental to the purchasing of electricity, including tree trimming and tree removal. Refusal on the part of the Producer to provide reasonable access for the above purposes shall be deemed to be sufficient cause for discontinuance of service and/or purchase.

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3.12 CHANGE OF FACILITY REQUIREMENTS

The Company shall have the right to change transformers and interconnection voltage when necessary.

The Producer shall make or bear the cost of changes in connection, protection, and reinforcement facilities necessary to meet changing system conditions and requirements.

3.13 DISCONNECT AND LOCATION OF PRODUCER FACILITIES

Producer shall install, own, and maintain a disconnecting device – location specified – at all times accessible to Company personnel.

The Producer will locate tower, or other facilities, sufficiently away from utility lines to avoid falling or making contact with utility lines.

3.14 REACTIVE POWER

Producer will generate sufficient reactive power reasonably necessary to meet requirements of the electric service agreement.

Company may request new capacity and/or reactive power rating for facility if it is reasonably apparent they are no longer correct.

3.15 OPERATING PROCEDURE

Producer and Company shall develop mutually acceptable operating procedures, and employ Prudent Utility Practice.

Producer will have qualified personnel available to operate for testing at Company request.

3.16 EQUIPMENT WHICH ADVERSELY AFFECTS ELECTRIC SERVICE

Many types of electric equipment can adversely affect the quality of electric service. This is true of all generating equipment. Close consultation between the Producer and the Company will be required before such equipment is connected and to remedy unsatisfactory operating conditions.

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Generators whose use of or production of electricity is intermittent and subject to violent fluctuations may be served with other electrical loads or by a transformer dedicated solely to that equipment and served as a separate account. Producers contemplating the installation of such equipment must make specific prior arrangements with the Company.

Producers contemplating the installation of electric equipment, whose performances may be adversely affected by voltage fluctuations and distorted 60 Hz. wave forms must make specific prior arrangements with the Company.

Producers found to be operating electric equipment which produces frequencies that result in interference or generate distorted wave forms into the 60 Hz. electric supply system, which adversely affects the operation of other Consumers' or Producers' electric equipment, or the Company's system, will be required to consult with the Company and to eliminate the cause of the interference.

If it is determined by the Company that remedial action is required to correct an adverse effect produced by a Producer through use of any equipment causing such adverse effect, the Company reserves the right to have the Producer install, at the Producer's expense, any system protection facilities necessary to reasonably limit such adverse effect.

In lieu of requesting the Producer to install such system protection facilities, the Company may, at its option, install additional facilities (which may or may not be dedicated solely to such Producer) or other equipment specially designed to reasonably limit such adverse effect. The cost of these facilities will be reimbursed by the Producer.

In lieu of requesting the Producer to install such system protection facilities, the Company may, as its further option, regard the refusal of said Producer to make such said installation tantamount to a violation of these Terms and Conditions of Purchase.