

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.
- 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 ("Commission" or "OCC").
- E. The Standard Terms and Conditions of Purchase from Producers of 300 kW or Less (Standard Terms and Conditions), as approved by the Commission in Order No. 326195 in Cause No. 27208, are incorporated by reference in 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

**Rates Authorized by the Oklahoma Corporation Commission:**

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<b>(Effective)</b>	<b>(Order No.)</b>	<b>(Cause/Docket No.)</b>
October 1, 2022	728277	PUD 202100164
January 1, 2020	705867	PUD 201900065
October 1, 2019	702531	PUD 201800140
July 1, 2018	679358	PUD 201700496

APPROVED  
September 30, 2022  
DIRECTOR  
of  
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Producers of 300 kW or less, which are consonant with the Commission's Standard Terms and Conditions, as approved by the Commission are also incorporated 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.

- G. Producer shall execute the Company's "Distributed Energy Resource (DER) Certificate of Completion" and "Application for Interconnecting a Distributed Energy Resource (DER) with the OG&E Distribution System".

**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 Power to the Company and to be paid the Firm Power Purchase Rate set forth in Rate Schedule QF. Firm Power means energy delivered to the Company with at least a 65 percent on-peak season capacity factor as the on-peak season is defined in Rate schedule QF. In selecting this option, the Producer understands

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it has the obligation to deliver Firm Power to the Company. Failure to meet this capacity factor shall result in the penalty specified in the Company's QF tariff.

OPTION 2:

Initials

Producer hereby elects to provide as delivered energy and to be paid therefore at the Non-Firm Power Purchase Rate as set forth in Rate Schedule QF.

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.

- 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.

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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.

IN WITNESS WHEREOF, the producer certifies the information provided to the Company is true and correct and accepts the provisions set forth herein on the day and year first above set forth.

\_\_\_\_\_  
Producer

By \_\_\_\_\_

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