



Electrical Power Exchange Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between Newnan Utilities (hereafter "the Utility") **and**

Name _____ (hereafter "Customer")

Customer Electric Service Address:

WITNESSETH

WHEREAS, Customer owns the above noted property, and owns/leases or permits to operate an associated system on such property that has the capability of generating electricity of the quality and type that can be provided to the Utility, and

WHEREAS, the Utility is a municipal utility duly established with authority to serve electrical needs to this property; and

WHEREAS, Customer desires to sell to the Utility excess electrical energy, that which at any given time could exceed the electrical energy consumed on the Customer's property; and

WHEREAS, the Utility desires to purchase such excess electrical energy,

NOW, therefore, in consideration of the terms, conditions, covenants, agreements and obligations herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. OBLIGATIONS OF THE UTILITY

At the Customer's expense, the Utility will install single directional metering or bi-directional metering depending on the Customer's method of installation. All installed related costs for metering and associated equipment will be paid by the Customer at the time service is initiated under this Agreement.

Bi-directional metering is defined as measuring the amount of electricity supplied by the Utility and the amount fed back to the Utility by the



Customer's distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the Utility on the Customer's side of the Customer's meter.

Single directional metering shall be defined as measuring electricity produced or consumed during the billing period, in accordance with normal metering practices. Single directional metering shall be used where distributed generation facilities are connected to the Utility's distribution system on the Utility's side of the Customer's meter.

Bi-directional metering

1. When billing period kWh's supplied by the Utility exceeds kWh's generated by the Customer's distributed generation, the electricity shall be billed by the Utility in accordance with the applicable tariff(s).
2. When billing period kWh's generated by the Customer's distributed generation system exceeds kWh's supplied by the Utility, the Customer shall be billed for appropriate Customer charges for that billing period, and **credited** for any excess kWh's generated during the billing period in accordance with the Utility approved Distributed Generation -Renewable Energy Rate.

Single directional metering

1. When billing period kWh's are generated by the Customer's distributed generation facility, the Customer shall be compensated for these kWh's based on avoided energy costs as determined by the Utility. The Utility will only compensate the Customer for avoided energy kWh's as determined by metered energy delivered to the Utility's distribution system.
2. The billing period Customer's net bill will be calculated using the Utility calculation for avoided energy compensation (as described above) credited to the Customer, netted against the billing period charges for the Customer's regular service (according to the applicable tariff) based on actual metered energy.

The Utility will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all Customer's equals 0.2% of the Utility's annual peak demand in the



previous year. Additional energy may be purchased by the Utility at a cost agreed to by it and the Customer.

In the event the Customer develops a credit balance during a billing period, the amount will remain as a credit on the customer's account. Credit balances remaining at the end of the Utility's fiscal year will be cleared by the issuance of a check for the credit balance to the customer. Mid-year clearance of account credit balances will be at the Utility's discretion.

The Utility reserves the right to separate Customer's equipment from the Utility's lines and facilities if, in the exclusive opinion of the Utility engineering staff, continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the Utility shall promptly notify Customer so that any unsafe condition can be corrected.

2. OBLIGATIONS OF CUSTOMER

Customer agrees and warrants:

- a) That it has full power and authority to execute and deliver this Agreement and all documents contemplated hereunder, and to assure full performance and compliance.
- b) That the Customer will pay for the electrical power exchanged as provided by this Agreement according to the applicable Utility tariffs.
- c) That the Customer shall supply the Utility with appropriate electrical interconnection plans, which must be designed to protect the safety of the Utility and the general public, and which must be pre-approved by the Utility. Included in these plans must be the requirement that the Customer-owned interconnection equipment must disconnect from the Utility's electrical system upon the absence of Utility power.
- d) Customer must complete the "Interconnection and Parallel Operation Agreement of Distributed Generation Equipment/Facilities" as defined by kW.
- e) Customer must complete the "Application for Interconnection of Distributed Generation Facility."
- f) That the Customer agrees to provide the Utility access to the metering equipment and agrees to cooperate with the Utility for any special, temporary metering intended to monitor energy flows.
- g) That the Customer agrees to allow the Utility to use data gathered from this installation for public use, such as newsletter articles, presentation, or other similar uses. Customer's name will be protected if requested in writing by Customer, for such use.



- h) That the Customer agrees to pay for any incremental Utility metering or electrical distribution system costs necessitated by this Agreement.
- i) That the Customer will provide, install, own/lease and maintain such power exchange and interconnection equipment that provides for the safe interconnection to the Utility's system.
- j) That the Customer's installed distributed generation and interconnection equipment will operate safely at the time of installation and throughout the term of the Agreement.
- k) That the Customer will notify the Utility of any changes to the Customer's system (size change, generation change, or change in interconnection equipment). Technical information on any changes in Customer's equipment must be provided to the Utility and pre-approval received from the Utility prior to Customer connection and operation of such equipment.
- l) That the Customer shall comply at all times with applicable law, including without limitation, Utility's service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference,

3. TERM

This Agreement shall continue for a period of one (1) year, effective the date of first operation of the power exchange system, but no later than three months after the Utility has installed the proper electric metering. This Agreement shall automatically renew for additional one-year periods following the expiration date if neither party gives the other notice of termination at least ninety (90) days in advance of the expiration date of the original term or any one year extension thereof.

4. COMPENSATION AND BILLING

Customer and the Utility agree to pay for the electrical power exchanged per the applicable rates and schedules as approved by Newnan Utilities.

5. RENEWABLE ENERGY CREDITS

The Customer shall have the option of retaining the Renewable Energy Credits (RECs) (which represent the environmental attributes of the renewable energy generated by the Customer's distributed generation equipment) or transferring ownership of the RECs to the Utility, as indicated by initial below.

_____ Customer elects to retain Renewable Energy Credits, or

_____ Customer elects to transfer Renewable Energy Credits to the Utility

6. LEGAL STATUS

It is understood and agreed that no agency, employment, joint venture or partnership is created hereby between the parties hereto; that the Utility is not an affiliate of the Customer; and that neither party, nor its agents or employees, shall be deemed to be agent of the other, nor shall either party have the right, power or authority to act for the other party in any manner to create obligations or debts which would be binding upon the other party.

7. RIGHT TO TERMINATE

- a) Prior to the end of the term of this Agreement, as set forth in Section 3 hereof, including any extensions or renewals, this Agreement shall be terminated as follows:
 - i. In the event Customer fails to comply with any material provision of this Agreement ("Default") which Default shall not have been cured within thirty (30) business days after written notice.
 - ii. This Agreement shall terminate if the Utility is denied the right to serve the Property by a court, by a public body or by a state agency or if the Utility determines that it is legally impermissible for it to serve the Property.
 - iii. At the Utility's option in the event of any conveyance of the property by Customer.
- b) If this Agreement is terminated for any reason, the Utility shall have the right, but not the obligation, to disconnect or remove any utility equipment within a reasonable period of time following termination.
- c) The Utility reserves the right to inspect and test the Customer's equipment and system operation at any time before activation or during the term of this Agreement to ensure proper operation and compliance with safety requirements. This Agreement may be terminated by the Utility if in the exclusive opinion of the Utility engineering staff the system is unsafe or otherwise not operating in compliance with this Agreement and any technical requirements contained herein.

8. LIABILITY AND INDEMNIFICATION

- a) Customer hereby agrees to indemnify the Utility against, and to hold the Utility harmless of and from any and all liability, claims, loss, damage and expense, including, without limitation, reasonable attorney fees and costs which the Utility may suffer or incur, by reason of any breach of any warranty or representation made by Customer, or by reason of any



action or proceeding asserted or instituted, arising from such breach, or asserted by any tenant or third party claiming rights under this Agreement or otherwise related to this Agreement.

- b) Customer and its successors shall hold the Utility harmless from any damages caused by Customer, its agents, its residents or occupants, unless such damages shall result from the Utility's gross negligent installation or maintenance of any or all of the Utility's electrical system.
- c) Nothing in this Agreement shall be construed as a waiver by the Utility of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the Utility under law.

9. SUCCESSORS

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, heirs and assigns.

10. NOTICES AND PAYMENTS

Any and all payments, notices or other communications provided for herein shall be delivered at the addresses as first set forth above or any other address which may be specified in writing by the parties hereto. All notices required to be given hereunder shall be given in writing, sent by certified mail, return receipt requested, and shall be deemed effective five (5) days after such mailing.

11. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia and the exclusive venue for all actions arising out of this Agreement (including any action for declaratory relief) shall be in Coweta County, Georgia.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and contains all the covenants made between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements between the parties, either oral or in writing, with respect to the subject matter hereof.

13. AMENDMENTS



This Agreement may be amended, changed or modified only by written amendment executed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party charged.

14. CUSTOMER'S REMEDIES

The exclusive and sole remedy of the Customer shall be receipt of payment for the value of electricity generated by Customer and provided to the Utility.

15. LIMITED LIABILITY

Neither party to this Agreement shall be liable for the other's lost profits or special, incidental, or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.

16. FORCE MAJEURE

Neither party will be deemed to be in breach of this Agreement if it is unable to perform its obligations hereunder as a result of the occurrence of a failure of equipment or facilities, an event of "force majeure," or other causes beyond such party's reasonable ability to control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year set forth below.

Newnan Utilities

Authorized Signature

Customer Signature

Printed Name

Printed Name

Date: _____

Date: _____