

**NET METERING
POWER PURCHASE AGREEMENT**

This Power Purchase Agreement (Agreement) is made this ____ day of _____, 20__ (the Effective Date), by and between **CRAIG BOTETOURT ELECTRIC COOPERATIVE (CBEC)** and _____ (Customer) to establish the compensation to be paid by CBEC for Customer’s Excess Generation during a Net Metering Period.

WHEREAS, CBEC is a Virginia utility consumer services cooperative serving Customer with electric energy; and

WHEREAS, Customer receives electric energy from CBEC, and Customer also generates some electricity which it uses for its personal use; and

WHEREAS, Customer desires to sell to CBEC any energy it generates in excess of Customer’s personal needs; and

WHEREAS, CBEC is willing to purchase such excess generation of Customer subject to the following agreement.

FIRST -	<p>Capitalized terms not defined within this Agreement shall have the meaning as defined in the Virginia State Corporation Commission’s “Rules Governing Net Energy Metering”</p> <p>This Agreement only covers the Renewable Fuel Generator located at the following address: _____</p> <p>Furthermore, it shall apply only to Customer’s account number _____ (“Account”) associated with the premise at the above address (and any superseding account numbers that CBEC may assign Customer for the same account), and shall terminate automatically should the Customer terminate service and close this account, unless the Agreement is terminated earlier pursuant to the terms as set forth below.</p>
SECOND -	<p>Customer shall have provided the CBEC a written request for a power purchase agreement in accordance with Rule 20 VAC 5-315-50 prior to or concurrent with the execution of this Agreement. The request must be received by CBEC before the <u>beginning</u> of the Net Metering Period.</p> <p>Net Metering Period is defined under the Virginia State Corporation Commission’s “Rules Governing Net Energy Metering” as each successive 12-month period beginning with the first meter reading date following the date of final interconnection of the Renewable Fuel Generator with the electric distribution company’s facilities (CBEC in this instance).</p> <p>A copy of the Customer’s written request that meets the above criteria and Rule 20 VAC 5-315-50 shall be attached to this Agreement.</p> <p>Consistent with the Customer’s written request provided under this Second Paragraph, the term of this Agreement shall commence with the Effective Date and shall continue through the end of the first Net Metering Period and shall automatically renew for each successive Net Metering Period thereafter unless terminated earlier under the terms of this Agreement.</p>
THIRD -	<p>For Excess Generation, as defined in Rule 20 VAC 5-315-20, during the term of this Agreement, an Excess Generation Value shall be determined equal to (i) the Excess Generation Price, as defined below, multiplied by the total number of kilowatt-hours of Excess Generation or (ii) any future price or pricing methodology established by the State Corporation Commission, after notice and an opportunity for hearing.</p> <p>The Excess Generation Price shall mean the simple average of CBEC’s hourly avoidable cost of energy, including fuel based on the energy and energy-related</p>

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(Continued)

	<p>charges of American Electric Power (AEP) under its Agreement For Full Requirements Electric Service dated April 24, 2006 and Virginia Electric and Power Company pursuant to the Contract for the Purchase of Electricity for Resale dated March 20, 1967..</p> <p>CBEC shall pay to Customer the total amount of Excess Generation Value due Customer under this Third Paragraph no later than the Due Date defined below in accordance with Customer’s election below:</p> <p>_____ By checking in the space provided to the left, Customer elects that CBEC shall apply a credit to the Customer’s Account by the Due Date; or</p> <p>_____ By checking in the space provided to the left, Customer elects direct payment via a check in lieu of receiving an account credit. CBEC shall mail such direct payment no later than the Due Date to the mailing address on file for the Customer’s Account.</p> <p>“Due Date” shall mean thirty (30) days from the end of the Net Metering Period referenced in the Second Paragraph.</p>
FOURTH -	<p>This Agreement shall automatically terminate with the termination and closing of the Account or Customer may earlier terminate this Agreement at any time with sixty (60) days prior written notice, subject to the following conditions</p> <p>a. Where Customer has provided the above sixty (60) day notice prior to the end of the then-current Net Metering Period so as to terminate the Agreement effective concurrent with the end of such Net Metering Period, CBEC shall either credit Customer’s Account or pay Customer in accordance with the terms and conditions set forth in the Third Paragraph above, the Excess Generation Value for Excess Generation accrued during such Net Metering Period.</p> <p>b. Where either the Agreement automatically terminates as a result of the closing of Customer’s Account or the Customer terminates this Agreement before the end of the then-current Net Metering Period, Customer agrees that the termination date shall be retroactive, effective concurrent with the end of the previous Net Metering Period and further agrees that CBEC shall not be obligated to pay Customer for any unused Billing Period Credits that may have accumulated since the end of such previous Net Metering Period.</p>
FIFTH -	<p>This Agreement is not assignable by Customer to another account or other third-party without the written expressed consent of CBEC in its sole discretion.</p>

This Agreement is hereby understood and entered into:

By Customer: **CRAIG-BOTETOURT ELECTRICAL COOPERATIVE:**

(Signature) By: _____, _____

(Signature)

Date: _____ Date: _____

Or, NET METERING PPA OFFERED AND DECLINED:

MEMBER(S) DATE