

**AGREEMENT FOR FURNISHING POWER TO
_____ ISLAND**

THIS AGREEMENT, made this _____ day of _____, 20____, between ORCAS POWER AND LIGHT COOPERATIVE, a corporation, hereinafter called the "Seller", and _____, called the "Owner".

The Owner owns certain real property in San Juan County, Washington, known as _____ Island, and desires to obtain energy from the Seller for his own use and for the use of others who have or who may acquire ownership interests on the Island, hereinafter called "Consumers".

1. The Seller agrees to install submarine cable and underground electric distribution facilities, as shown on Exhibit A, which is attached hereto and by reference made a part of the Agreement. Work is to begin within a reasonable time following receipt of necessary easement, permits, cash contribution to the aid of construction, other necessary security and execution of this Agreement, and is to be pursued diligently until construction is complete.
2. To provide for the construction of facilities to make service more readily available to the Island, the Owner agrees to pay Seller the following sums, in the manner hereafter provided:
 - a. A contribution in aid of construction in the amount of \$_____, which it is agreed is approximately equal to the cost of installing the submarine cable, with associated material and equipment, from _____ Island to _____ Island, as shown in Exhibit A. The parties recognize that the above costs are estimates and the actual costs may be higher or lower.
 - b. If trouble occurs with the system provided, the Owner will pay the cost of investigation, repair, maintenance or replacement of any facilities installed under this contract, so long as the revenue received from _____ Island per dollar of investment, as mentioned in Paragraph 2.a, is less than the ratio of return on investment for the Seller's total system. At such time that the revenue received from _____ Island per dollar of investment be equal to or greater than the ratio of return on investment for the Seller's total system, then the maintenance provision hereunder shall be discontinued.
 - c. No charges have been included for digging any trench on _____ Island or _____ Island. Owner hereby agrees to provide all trenching on _____ and _____ islands, to provide and install sand fill around the Seller's cable; and to backfill the trench after the Seller has installed the cable and warning tape above the sand fill. The Owner further agrees that all of the above mentioned work will meet the specifications of the Seller and be made satisfactory to them.
3. The Seller agrees to install primary underground cable and additional trans closures, ranch runners, switching pedestals, etc., if requested by the

Owner, within the term of this Agreement. The Owner agrees that the additional cost of such installations is to be added to, and thereby increase, the amount of contribution to the aid of construction shown payable by the Owner in Paragraph 2. Such additional charges will be based on standard cost procedures used by the Seller, and will be the same as would be charge other members of the Seller at the time the facilities are added.

4. Owner will provide his own underground secondary extension(s) from transformer(s). Such extension(s) will then be the Owner's property and the Seller will assume no responsibility for their maintenance, repair or replacement. Installations made by Owners must meet national and state electrical codes. Approval of the installations by the Seller is required before the cable is buried in the trench as a condition of the Owner's receiving service.
5. Each consumer, before he is entitled to receive electric energy from the Seller, shall become a member of the Seller and shall pay the membership fee, shall be bound by the provisions of the Articles of Incorporation and the Bylaws of the Seller, and shall be bound by such rules and regulations as may from time to time be adopted by the Seller.
6. The Seller agrees, after construction of facilities provided for in this Agreement, to sell and deliver to Consumer electrical power on the same basis as any other consumer member. Service hereunder shall be alternating current, single phase, sixty-cycle, 120/240 volts, maintained within plus or minus five percent of stated voltages.
7. This Agreement shall become effective on the date first above written, and shall remain in effect for fifteen (15) years.
8. Owner agrees to furnish Seller with all easements it may require to establish and perpetually maintain the system to be installed, and also such easements as the Seller may reasonably require at some time to extend its system.
9. Ownership of the electrical distribution system to be installed by the Seller under the terms of this Agreement will at all times rest with the Seller, and there is no intent that ownership will change with the termination of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, all as of the day and year first above written.

ATTEST:

ORCAS POWER & LIGHT COOPERATIVE (SELLER)

By _____ By _____

Secretary

President

General Manager

STATE OF WASHINGTON}
COUNTY OF SAN JUAN} ss

On this day personally appeared before me _____
to me known to be the individual(s) described herein and who executed the within and

foregoing instrument and acknowledged to me that he/they signed the same as his/their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20____.

S E A L

Notary Public in and for the State of Washington, residing at _____

AGREEMENT

THIS AGREEMENT is made between Orcas Power & Light Cooperative (OPALCO) and _____ (Owner).

RECITALS

- 1. Owner owns certain real property known as _____ Island located in (legal description) _____ San Juan County, Washington.
- 2. Owner has requested electric service from OPALCO. The facilities necessary to provide the desired service will extend from existing utility facilities on _____ to _____ Island.
- 3. Government permit provisions require that the utility facilities be buried in the bottomlands of the project route.
- 4. This installation will be unique for OPALCO.

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- 1. Owner agrees to provide, install and maintain a 6" diameter raceway that is continuous between agreed upon terminuses on _____ and _____ Islands. Said terminuses will be 12 feet or more above 0 tide (MLLW).
- 2. Owner agrees to install said raceway in accordance with permit requirements.
- 3. Owner agrees to pay, in advance of work being done, those costs as identified on an OPALCO "Estimate of Costs". Appreciable differences in actual project costs will be billed or credited.
- 4. Owner agrees that OPALCO's responsibilities are limited to OPALCO facilities. The maintenance and repair of an adequate, functional raceway for the electric cables is the responsibility of the owner.
- 5. Owner agrees to pay those unique maintenance costs, such as transportation, that would not be incurred by OPALCO to effect equivalent repairs on an island served by a Washington State ferry.

DATED this _____ day of _____ 20_____.

Owner

Owner

STATE OF WASHINGTON }ss
County of _____

On this _____ day of _____, 20____, before me personally appeared the foregoing instrument for _____self and also as Attorney in fact for _____ and acknowledged that (s)he signed and sealed the same as _____ free and voluntary act and deed for _____self and also as _____ free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not insane.

Given under my hand and official seal the day and year last above written.

My appointment expires _____

*Notary Public in and for the State of Washington,
residing at* _____.