

OTTER TAIL POWER COMPANY

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
Baker Electric Cooperative, Inc. (member of Central Power Electric Coop.)	Agreement	RS 149	Indefinitely.	Transmission/Wheeling and Emergency Service.
Capital Electric Cooperative, Inc.	Emergency Interconnection at Regan, North Dakota	RS 109	Automatically continuing from year –to-year until either party serves written notice 2 months prior to the termination of the contract year.	Emergency Service.
Central Power Electric Cooperative	Contract for Electric Service Integrated Systems Supplement No. 7 (original contract w/5 amendments)	RS 171 ER82-368 ER83-340 ER85-333 ER87-31	12/31/15	Transmission/Wheeling, Interconnection/Interchange, and Joint use transmission rights.
Central Power Electric Cooperative	Integrated Systems Scheduling and Dispatching Agreement		12 months' prior written notice to either party.	System control, dispatching, operation and maintenance.
City of Newfolden, MN	Agreement for Distribution Substation (Local Transformation Service)	RS 174 ER80-278	Continuing month-to-month with 18-months termination notice required.	Transmission/Wheeling.
City of Newfolden, MN	Application by the City of Newfolden, Minnesota and Agreement for Firm Wheeling (Transmission) Service	ER84-38	None.	Transmission/Wheeling.
City of Nielsville, MN	Agreement for Connection and Distribution Facilities (Local Transformation Service)	RS 175 ER80-277	Continuing until written notice not less than 4 years in advance of desired termination date.	Transmission/Wheeling.
City of Nielsville, MN	Application by the City of Nielsville, Minnesota and Agreement for Firm Wheeling (Transmission) Service	ER84-38	None.	Transmission/Wheeling.

OTTER TAIL POWER COMPANY – CONT'D.

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
City of Shelly, MN	Agreement for Connection and Distribution Facilities (Local Transformation Service)	RS 176 ER80-279	Continuing until written notice not less than 4 years in advance of desired termination date.	Transmission/Wheeling.
City of Shelly, MN	Application by the City of Shelly, Minnesota and Agreement for Firm Wheeling (Transmission) Service	ER84-38	None.	Transmission/Wheeling.
Cooperative Power Association United Power Association (Great River Energy)	Interconnection and Interchange Agreement		01/01/10; if not then terminated, continuing in full force and effect until terminated by 24-months' prior written notice.	Power and energy flows between the systems of the Coal Creek Interconnection considered exchange between CPA and OTP (CPA 56% UPA 44%)
Cooperative Power Association (Great River Energy)	Integrated Transmission Agreement	RS 154 ER80-135 ER83-340 ER84-299 ER85-333 ER87-433	11/20/27.	Transmission/Wheeling and Joint use transmission rights.
Cooperative Power Association (Great River Energy)	Integrated Transmission System Scheduling and Dispatching Agreement		In full force and effect until terminated by not less than 12-months' prior written notice.	Scheduling.
East River Electric Power Cooperative, Inc.	Interconnection and Transmission Service Agreement	RS 168 ER84-626	11/20/12; if not then terminated, continuing in full force and effect until terminated by 24-months' prior written notice.	Transmission/Wheeling, Interchange/Interconnection, Emergency, and Transmission service for Traverse` & Lake Region Electric Assn.

OTTER TAIL POWER COMPANY – CONT'D.

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
Manitoba Hydro Minnkota Power Cooperative Northern States Power Company (Xcel Energy)	Winnipeg – Grand Forks 230 kV Interconnection Coordinating Agreement	RS 159 ER91-400	Indefinitely until so terminated by not less than 48-months' prior written notice.	Transmission/Scheduling, Interconnection/Interchange, and Emergency Service.
Manitoba Hydro-Electric Board	MH-OTP Power Services Agreement		04/30/05; no termination provisions for transmission service, only for the energy delivery.	MHEB shall provide to OTP 50 MW of Participation Power Capacity and associated energy (up to 40% capacity factor), includes provisions for joint AGC (+or- 25 MW).
Minnesota Power & Light Company Minnkota Power Cooperative Northwestern Public Service Company Montana-Dakota Utilities	Coyote Station Transmission Facilities Agreement		Terminate upon termination of Coyote- Stanton Agreement for sharing ownership of Generating Unit #1 (July 1977 agreement).	Establishes specific transmission facilities to be constructed by each plant owner to provide delivery of each owner's output to their individual system. Provides transmission service at no charge over the transmission systems of each owner for the purpose of delivering Coyote 1 power to specific delivery points on the transmission system of each owner. Also provides for the repayment of losses in kind.
Minnesota Power and Light	Interconnection and Interchange Agreement	RS 128	Indefinitely until terminated in writing by not less than 48-months' notice.	Transmission/Wheeling.

OTTER TAIL POWER COMPANY – CONT'D.

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
Minnkota Power Cooperative Northern Municipal Power Agency	230 kV Interconnection Agreement Between Otter Tail Power Company, Minnkota Power Cooperative, and Northern Municipal Power Agency	RS 151 ER81-781	If not terminated with 48-months' written notice by any of the parties by 01/01/05, continuing in full force and effect until so terminated.	Interconnection/Interchange, Transmission/Wheeling, and Joint use of MPC & OTP 230kV system.
Minnkota Power Cooperative	Interconnection and Transmission Service Agreement Between Otter Tail Power Company and Minnkota Power Cooperative, Inc.		If not terminated with 48-months' written notice by either party by 07/01/05, continuing in full force and effect until so terminated.	Interconnection/wheeling. Provides for the interconnection and use of excess capacity of the MPC and OTP 115, 69, and 41.6 kV systems by each of the parties to the agreement.
Minnkota Power Cooperative	MPC-OTP Swing Compensation		None defined (likely to remain in place as long as MPC is within the OTP control area).	MPC provides to OTP 2 MW of capacity and energy any time the MPC Young 1 unit is on line as compensation for load swing services for MPC.
Minnkota Power Cooperative Minnesota Power and Light	Interconnection Agreement Between Minnkota Power Cooperative and Minnesota Power & Light Company		If not terminated with 48-months' written notice by any of the parties by 07/01/02, continuing in full force and effect until so terminated.	Agreement is not with OTP but establishes CA Tie. Interconnection.

OTTER TAIL POWER COMPANY – CONT'D.

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
Minnkota Power Cooperative, Inc. Minnesota Power and Light Company Northern States Power Company (Xcel Energy)	North Dakota-Western Minnesota 230 kV Facilities Coordinating Agreement Between Minnkota Power Cooperative, Inc., Otter Tail Power Company, Minnesota Power & Light Company, and Northern States Power Company	RS 150	If not terminated with 48-months' written notice by any of the parties by 11/01/05, continuing in full force and effect until so terminated.	Excess capacity of the parties 230 kV transmission system. Interconnection/Interchange, and Emergency Service.
Missouri Basin Municipal Power Agency (Missouri River Energy Services) Western Minnesota Municipal Power Agency	Integrated Transmission Agreement Among Missouri Basin Municipal Power Agency, Western Minnesota Municipal Power Agency, and Otter Tail Power Company Dated As Of March 31, 1986		If not terminated with 60-months' written notice by any of the parties by 01/01/16, continuing in full force and effect until so terminated.	Provides for the use by all parties of the integrated transmission system of the parties for the purpose of serving each parties native load. Amendment 1: December 28, 1988. Joint use transmission rights.
Montana-Dakota Utilities Northwestern Public Service Company	Systems Interconnection Agreement	RS 198 ER88-501	Remains in full force and effect for the life of joint owned generation constructed by the parties and thereafter unless terminated with 12-months' written notice by any of the parties.	Provides for the recognition of the Ellendale, ND 230 kV interconnection point between the parties and its use for transmission of energy from the parties joint owned generation to the parties. Interconnection/Interchange
Montana-Dakota Utilities Northwestern Public Service Company	Big Stone Plant Transmission Facilities Agreement By and Between Otter Tail Power Company, Montana-Dakota Utilities Company and Northwestern Public Service Company Dated As Of April 3, 1972		Remains in full force and effect until termination of the Big Stone Basic Construction and Ownership Agreement.	Establishes specific transmission facilities to be constructed by each plant owner to provide delivery of each owner's output to their individual system. Provides transmission service at no charge over the transmission systems of each owner for the purpose of delivering Big Stone power to specific delivery points on the transmission system of each owner. Also provides for the repayment of losses in kind.

OTTER TAIL POWER COMPANY – CONT'D.

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
Mountrail Electric Cooperative, Inc.	Interconnection Agreement between Mountrail Electric Cooperative, Inc. and Otter Tail Power Company	RS 165	10 years after effective date (2/29/72) and if not then terminated, shall automatically continue in full force and effect for 1-year successive terms until terminated pursuant to written notice not less than 3 years before expiration of contract term specified in notice.	Transmission/Wheeling, and Emergency Service.
Nodak Rural Electric Cooperative, Inc. Minnkota Power Cooperative, Inc.	Emergency and/or Standby Electric Service Agreement	Replaces Rate Schedule 178 (1964)	Automatically continues in full force and effect from year to year until either party serves written notice 2 months prior to the termination of the contract year.	Transmission/Wheeling, and Emergency Service.
Northern Minnesota Power Association Rural Cooperative Power Association United Power Association (GRE) Northern States Power Company (Xcel Energy)	Transmission Service Agreement, including Supplements thereto.	RS 110 ER84-189	08/17/2017; and if not then terminated, continuing in full force and effect by not less than 42-months' prior written notice.	Economy Service, Partial Requirements Service, and Transmission/Wheeling.
Northern States Power Company (Xcel Energy)	Interconnection and Interchange Agreement	RS 111	In full force and effect until terminated by not less than 48-months' prior written notice.	Interconnection/Interchange, Transmission/Wheeling, and Joint use transmission rights.

OTTER TAIL POWER COMPANY – CONT'D.

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
Northern States Power Company (Xcel Energy) Minnesota Power and Light Company Cooperative Power Association (GRE)	Outlet Facilities Agreement – No. 1		12/31/82; and if not then terminated, continuing in full force and effect with not less than 48-months' prior written notice.	Transmission service. CPA's allocated Capacity: 33,190 kW 8,000 kW.
Northern States Power Company (Xcel Energy)	OTP-NSP Diversity Exchange Agreement	RS 196 ER85-575	Continues through 10/31/04; unless 5-years' written notice by either party (termination must be on October 31 st of a given year).	OTP shall provide to NSP 75 MW of System Participation Power during each summer season; NSP shall provide to OTP 75 MW of System Participation Power during each winter season; no charges to either party for capacity exchanges. Short-term Power Service.
Red Lake Electric Cooperative, Inc.	Agreement for Emergency and Standby Electric Service	RS 127	Automatically continuing in full force and effect from year to year until either party serves written notice 2 months prior to the termination of the contract year.	Standby and Emergency Service.

OTTER TAIL POWER COMPANY – CONT'D.

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
U.S. Dept. Interior, Bureau of Reclamation (WAPA)	Interconnection Contract (230 kV – Gary) (115 kV – Forman)	RS 169	Indefinitely.	Schedule up to 100 MW at the Gary 230 kV Interconnection for redelivery to Northwestern. Interconnection/Interchange, and Transmission/Wheeling.
WAPA	Interim Agreement to Maintain Interconnections and Scheduling Procedures with WAPA	RS 172 ER80-289	May be terminated by either party.	Scheduling, Facilities Agreement, and Interconnection/Interchange.
Whetstone Electric Cooperative, Inc.	Agreement for Emergency and Standby Electric Service	RS 148	Automatically continuing in full force and effect from year to year until either party serves written notice 2 months prior to the termination of the contract year.	Standby and Emergency Service.

SOUTHERN ILLINOIS POWER COOPERATIVE

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
United States of America (acting by and through the Southeastern Power Administration)	Contract No. 89-00-1501-1139, executed as of June 30, 1998	N/A	Contract shall continue until terminated on June 30 th of any year by SIPC of not less than 37 months in advance of the date of termination requested or by SEPA of not less than 36 months in advance of the date of termination requested.	SEPA shall make available each contract year to SIPC from the Cumberland Projects through TVA's delivery points with Big Rivers, and SIPC will schedule and accept an allocation of 1,500 kwhs of energy delivered at the TVA border for each kilowatt of contract demand.
Big River Electric Corporation	1981 Transmission Line Agreement, dated February 1, 1981	N/A	The term of the contract is perpetual, or until such time as SIPC shall no longer use the Kentucky line and, in such an event, SIPC shall give Big Rivers 12-months' advance notice.	Big Rivers grants SIPC exclusive right to a the Ohio River to Barkley Dam 161 kV transmission line and leases to SIPC all capacities of said transmission line not used by Big Rivers for its own internal loads
Southeastern Illinois Electric Cooperative	Wholesale Power Contract, dated December 8, 1959	Schedule "A"	December 31, 2033	Full requirements service.
Egyptian Electric Cooperative Association	Wholesale Power Contract, dated December 8, 1959	Schedule "A"	December 31, 2033	Full requirements service.
Southern Illinois Electric Cooperative	Wholesale Power Contract, dated December 8, 1959	Schedule "A"	December 31, 2033	Full requirements service.

SOUTHERN ILLINOIS POWER COOPERATIVE – CONT'D.

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
Monroe County Electric Cooperative	Wholesale Power Contract, dated June 25, 1998	Schedule "A"	December 31, 2033	Full requirements service.
City of McLeansboro	Interconnection Contract, dated March 30, 1967	N/A	December 31, 2007	Full requirements service.
City of Red Bud	Interconnection Contract, dated July 19, 1976	N/A	December 31, 2007	Full requirements service.
Illinois Power Company	Interconnection Agreement, dated March 1, 1983, and Amendment No. 1 dated June 24, 1983	N/A	N/A	Interchange Agreement
Central Illinois Public Service Company	Interconnection Agreement, dated May 2, 1972	N/A	N/A	Interchange Agreement
Indiana Statewide Rural Electric, Inc., Big Rivers Rural Electric Cooperative Corporation, and City of Henderson, Kentucky	Interconnection Agreement, dated April 1, 1968, with Supplements	N/A	N/A	Interchange Agreement

SOUTHERN INDIANA GAS & ELECTRIC COMPANY

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
Hoosier Energy	Partial Interconnection Agreement between Indiana Statewide Rural Electric Cooperative, Inc., Public Service Company of Indiana, Inc. and SIGECO to serve Hoosier Energy, dated as of March 9, 1971	FERC Rate Schedule No. 27	5-years' advance notice.	Energy Transfer under Service Schedule A and Wheeling Service under Service Schedule F
Alcoa Power Generating Inc. ("APGI")	Electric Power Agreement between SIGECO and Alcoa Power Generating Inc., which was originally executed May 28, 1971, as amended.	SIGECO Rate Schedule No. 29 and APGI Rate Schedule No. 2	3 months' advance written notice, but not prior to April 30, 2004.	Provides for the flow through from SIGECO to APGI of administrative and/or tax costs imposed on SIGECO by the Transmission Provider by virtue of the APGI load.

WABASH VALLEY POWER ASSOCIATION

Customer Name and Contract Title	Rate Schedule No.	Term of Agreement	Services and Transaction Terms
Power Sales Agreements with Boone County REMC, Carroll County REMC, Central Indiana Power, Fruit Belt Elec. Coop., Fulton County REMC, Hendricks County REMC, Jasper County REMC, Jay County REMC, Kankakee County REMC, Kosciusko County REMC, LaGrange County REMC, Marshall County REMC, Miami-Cass County REMC, Newton County REMC, Noble REMC, Northeastern REMC, Park County REMC, Paulding-Putman Elec. Coop., Steuben County REMC, Tipmont REMC, United REMC, Wabash County REMC, Warren County REMC, White County REMC	N/A	04/14/28	Bundled wholesale power and transmission service agreements.
Memorandum of Understanding dated March 2, 1994 by and between PSI and Wabash Valley, providing Wabash Valley with transmission rights over facilities owned by Cincinnati Gas & Electric Co.	N/A	Indefinitely	Transmission rights and revenue sharing over the Cinergy transmission system.
PSI/IMPA Power Coordination Agreement	N/A	12/31/14	Agreement on use of Joint Transmission System
Transmission and Local Facilities Ownership Agreement between PSI/WVPA/IMPA	FERC Rate Schedule No. 253	Indefinitely	Joint Transmission System Ownership Agreement.

XCEL ENERGY

I. NORTHERN STATES POWER COMPANY and NORTHERN STATES POWER COMPANY (WISCONSIN)

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
City of Windom, MN	Transmission Capacity and Planning Agreement	NSP 455	After 8/15/08 with 3-years' notice	Transmission services.
City of Springfield, MN	Transmission Capacity and Planning Agreement	NSP 454	After 8/15/08 with 3-years' notice	Transmission services.
Cooperative Power Association (now Great River Energy)	Transmission Capacity and Planning Agreement	NSP 457	after 8/31/08 with 4-years' notice	Transmission Services.
Missouri Basin Municipal Power Agency (now Missouri River Electric Services)	Transmission Capacity and Planning Agreement	NSP 456	after 8/31/08 with 4-years' notice	Transmission Services.
City of Ada, MN	Municipal Interconnection & Interchange Agreement	NSP 474	After 12/31/12 with 3-years' notice	Transmission and Interconnection Services.
City of East Grand Forks, MN	Municipal Interconnection & Interchange Agreement	NSP 483	After 12/31/12 with 3-years' notice	Transmission and Interconnection Services.
City of Fairfax, MN	Municipal Interconnection & Interchange Agreement	NSP 477	After 12/31/12 with 3-years' notice	Transmission and Interconnection Services.
City of Hillsboro, ND	Municipal Transmission Service Agreement	NSP 414	On or after 12/31/97 with 4-years' notice	Transmission Services.
City of Marshall, MN	Transmission Service Agreement	NSP 513	After 01/01/95 with 4-years' notice	Transmission Services.
City of Melrose, MN	Interconnection & Interchange Agreement	NSP 482	After 12/31/12 with 3-years' notice	Transmission and Interconnection Services.

XCEL ENERGY – CONT'D.				
I. NORTHERN STATES POWER COMPANY and NORTHERN STATES POWER COMPANY (WISCONSIN)				
City of Sauk Centre, MN	Transmission Service Agreement	NSP 449	2-years' notice	Transmission services.
City of St James, MN	Municipal Transmission Service Agreement	NSP 412	After 04/29/96 with 4-years' notice	Transmission services.
City of Sioux Falls, SD	Municipal Interconnection & Interchange Agreement	NSP 484	12/31/12 with 3-years' notice	Transmission services.
City of Sleepy Eye, MN	Interconnection & Interchange Agreement	NSP 393	09/01/04	Transmission and Interconnection services and power sales.
Minnesota Municipal Power Agency	Interconnection & Interchange Agreement	3-NSP	4/30/12 with 5-years' notice	Transmission and Interconnection services.
South Dakota State Penitentiary	Restated Transmission Service Agreement between NSP and the State of South Dakota	NSP 385	After 10/20/87 with 4-years' notice	Transmission services for WAPA allocation.
University of North Dakota	Transmission and Transformation Agreement	NSP 440	After 06/22/94 with 4-years' notice	Transmission services for WAPA allocation.
City of Granite Falls, MN	Transmission Service Agreement	NSP 436	After 12/31/00 with 2-years' notice	Transmission services.
Northwestern Wisconsin Electric Company (Blackbrook Hydro)	Interconnection & Interchange Agreement	NSP 451	2-years' notice	Transmission and Interconnection services.

XCEL ENERGY – CONT'D.

I. NORTHERN STATES POWER COMPANY and NORTHERN STATES POWER COMPANY (WISCONSIN)

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
United Power Association (now Great River Energy)	Resolution Agreement		4/30/15	Joint ownership and transmission capacity allocation agreement.
Manitoba Hydro	Diversity Exchange	N/A	10/31/16	200 MW
Manitoba Hydro	Diversity Exchange	N/A	4/30/19	200/400/150 MW
United Power Association	Diversity Exchange	NSP 442	4/30/09 with 5-years' notice	50 MW
Otter Tail Power	Diversity Exchange	NSP 488	10/30/04 with 5-years' notice	75 MW
Wisconsin Public Power Inc.	Eastern Transmission Agreement	NSP Companies 465	5-years' notice	Transmission service for up to 62 MW for WPPI loads in eastern Wisconsin.
Wisconsin Public Power Inc.	Western Transmission Agreement	NSP Companies 466	5-years' notice	Transmission service for WPPI loads in western Wisconsin.
City of Marshfield, WI, Wisconsin Power & Light Company, Wisconsin Public Service Corporation	Arpin Substation Benefit Area Joint Operating, Planning and Cost Sharing Agreement	NSPW 473	4-years' notice to terminate after 12-31-08	Transmission capacity and cost allocation agreement.
Cooperative Power Association (now Great River Energy)	Service Agreement for Network Integration Transmission Service, dated 11-1-96	NSP Companies, Volume 2, No. 96	2-years' notice	Network integration transmission service. Rate Moratorium terminates on 09/30/04.

XCEL ENERGY – CONT'D.

I. NORTHERN STATES POWER COMPANY and NORTHERN STATES POWER COMPANY (WISCONSIN)

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
United Power Association (now Great River Energy)	Service Agreement for Network Integration Transmission Service, dated 2-1-97	NSP Companies, Volume 2	2-years' notice	Network integration transmission service. Rate Moratorium terminates on 09/30/04.
Dairyland Power Cooperative	Service Agreement for Network Integration Transmission Service, dated 11-1-96	NSP Companies, Volume 2, No. 94, and Supplement No. 1	2-years' notice	Network integration transmission service. Rate Moratorium terminates on 09/30/04.
Southern Minnesota Municipal Power Agency	Service Agreement for Network Integration Transmission Service, dated 11-1-96	NSP Companies, Volume 2, No. 95	2-years' notice	Network integration transmission service. Rate Moratorium terminates on 09/30/04.
Central Minnesota Municipal Power Agency	Service Agreement for Network Integration Transmission Service, dated 6-14-96	NSP, Volume 1, No. 78	2-years' notice	Network integration transmission service. Rate Moratorium terminates on 09/30/04.

XCEL ENERGY – CONT'D.

I. NORTHERN STATES POWER COMPANY and NORTHERN STATES POWER COMPANY (WISCONSIN)

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
GEN~SYS Energy	Service Agreement for Network Integration Transmission Service, dated 4-1-98	Supplement No. 1 to NSP Companies, Volume 3, No. 96	1-year's notice	Network integration transmission service. Rate Moratorium terminates on 09/30/04.
City of Bangor, WI	Power and Energy Supply Agreement	NSPW 112	After 03/31/02 with 3-years' notice	Full requirements bundled sale.
City of Barron, WI	Power and Energy Supply Agreement	NSPW 103	After 08/30/02 with 3-years' notice	Full requirements bundled sale.
City of Bloomer, WI	Amended and Restated Power and Energy Supply Agreement	NSPW 106	After 08/08/05 with 10-years' notice	Full requirements bundled sale.
City of Cadott, WI	Amended and Restated Power and Energy Supply Agreement	NSPW 104	After 08/31/05 with 10-years' notice	Full requirements bundled sale.
City of Cornell, WI	Power and Energy Supply Agreement	NSPW 113	After 12/31/02 with 5-years' notice	Full requirements sale.
City of Spooner, WI	Power and Energy Supply Agreement	NSPW 105	Evergreen year-to-year service with 3-years' notice	Full requirements bundled sale.
City of Trempeleau, WI	Amended and Restated Power and Energy Supply Agreement	NSPW 108	11/1/06 and if not terminated by 5-years' notice, continuing on until terminated	Full requirements bundled sale.
City of Wakefield, WI	Amended and Restated Power and Energy Supply Agreement	NSPW 107	After 10/31/05 with 10-years' notice	Full requirements bundled sale.

XCEL ENERGY – CONT'D.

I. NORTHERN STATES POWER

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
East River Electric Cooperative	Transmission Service Exchange Agreement	Supplement No. 16 to NSP 331	4 years' written notice or 3 years if wheeling contract cancelled	Transmission exchange service.
United Power Association, Northern Minn. Power Association, Rural Cooperative Power Association	Transmission Service Agreement (Stanton)	Supplement No. 1 to NSP 309	42 months' written notice	Transmission service and cost allocation agreement.
East River Electric Power Cooperative, Inc. (formerly Renville/Sibley Cooperative Power Association)	Transmission Service Agreement, dated 10/1/1966	NSP 331	4-years' written notice	Transmission service.

ATTACHMENT Q

North American Electric Reliability Council Transmission Loading Relief (“TLR”) Procedure (NERC - March 18, 1998) and any amendments thereto are hereby incorporated and made a part of this Tariff. See www.nerc.com for the current version of NERC TLR Procedures.

ATTACHMENT R¹
GENERATOR INTERCONNECTION PROCEDURES AND AGREEMENT
Generator Interconnection Procedures
(Applicable Only to Generators Equal to or Less than 20 MW)

Note: For Generators Greater than 20 MW, please refer to Attachment X.

1. Definitions.

1.1 General. When used in these Generator Interconnection Procedures with initial capitalization, the terms specified below in this Section 1 shall have the meanings indicated. Terms used in these Generator Interconnection Procedures with initial capitalization but not defined in this Section 1 shall have the meanings specified in the Transmission Provider Tariff and/or meanings that are consistent with the definitions of such terms set forth in the *pro forma* Interconnection and Operating Agreement that is a part of this Attachment R. The definitions of the *pro forma* Interconnection and Operating Agreement shall govern any conflicts with the Transmission Provider Tariff definitions.

¹ Attachment R is subject to the final outcome of the Commission's actions pending in Docket No. RM02-12-000.

1.1.1 “Affected Transmission Owner” shall mean the Transmission Owner or Transmission Owners, ITC or ITC Participants whose facilities will be affected by the Interconnection Request.

1.1.2 “Generator” shall mean a person proposing to interconnect the Facility to the Transmission System or to increase the capacity of an existing Facility connected to the Transmission System.

1.1.3 “Interconnection Facilities Study Agreement” shall mean an agreement to conduct an Interconnection Facilities Study.

1.1.4 “Interconnection and Operating Agreement” shall mean the *pro forma* Interconnection and Operating Agreement that is included in these Procedures as Attachment R-4.

1.1.5 “Interconnection Evaluation Study Agreement” shall mean an agreement to conduct an Interconnection Evaluation Study.

2. Scope and Application.

2.1 General. A Generator that proposes to interconnect a new generating facility or to increase the capacity of an existing generating facility, shall follow the terms, conditions and procedures set forth in this Attachment R to the Transmission Provider Tariff and pay for any Transmission Owner Interconnection Facilities and Interconnection System Upgrades in accordance with the Interconnection and Operating Agreement.

These Generator Interconnection Procedures apply to the interconnection or increase in capacity of all generation, including generation owned by the Affected Transmission Owners and affiliates, for which Transmission Service will be provided under the Transmission Provider Tariff, regardless of whether such generation is interconnected at transmission voltages, sub-transmission voltages, or distribution voltages. Any existing generator or new generator connecting at transmission voltages, sub-transmission voltages, or distribution voltages planning to engage in the sale for resale of wholesale energy, capacity, or ancillary services requiring transmission service under the Transmission Provider Tariff must apply to the Transmission Provider for interconnection service. If the proposed new Generation Resource or increase in generating capacity to an existing generating facility connected to the Transmission System is less than twenty (20) MW, including the aggregate of distributed generation units or energy collection systems, the expedited generation interconnection procedures for such generation are set forth in Section 12 of these Procedures.

2.2 Role of the Transmission Provider. The Transmission Provider shall serve as the central and only authority for receiving and processing Interconnection Requests to which these Generator Interconnection Procedures apply under Section 2.1. The Transmission Provider shall coordinate its processing and analysis of Interconnection Requests with any Affected Transmission Owner. The Interconnection and Operating Agreement shall be a three (3)-party agreement among the Generator, the Transmission Provider, and Affected Transmission Owner to which the Facility is to be connected.

2.3 No Applicability to Transmission Service. This Attachment R provides only for the interconnection of a generating facility. Interconnection Evaluation Studies and Interconnection Facilities Studies made pursuant to this Attachment R will not include an evaluation of the ability of the Generator to deliver the output of the new generating facility or the proposed generator capacity addition to any load. An

Interconnection Request under this Attachment R does not constitute a request for the delivery portion of transmission service. A Generator may request the delivery portion of transmission service under the Transmission Provider Tariff at the time of its Interconnection Request or thereafter. All rates, terms and conditions of Parts I, II and III of the Transmission Provider Tariff shall apply to any such request for the delivery portion of transmission service.

2.4 Interconnections to Distribution. A Generator not intending to engage in the sale of wholesale energy, capacity, or ancillary services under the Transmission Provider Tariff, that proposes to interconnect a new generating facility to the distribution system of an Affected Transmission Owner or local distribution utility interconnected with the Transmission System shall apply to the Affected Transmission Owner or local distribution utility for interconnection. Where facilities under the control of the Transmission Provider are affected by such interconnection, such interconnections may be subject to the planning and operating protocols of the Transmission Provider and agreements applicable to the interconnection of the Transmission System with the distribution system of the Affected Transmission Owner or local distribution utility.

3. Interconnection Requests.

3.1 General. A Generator shall submit to the Transmission Provider an Interconnection Request in the form of Attachment R-1 provided as a part of this Attachment R. An Interconnection Request shall include (i) the location of the proposed new generating facility site by county and state or, in the case of an existing generating facility site, the name and specific location of the facility; (ii) the maximum megawatt electrical output of the proposed new generating facility or the amount of megawatt increase in the generation capacity at an existing generating facility; (iii) the planned in-service date (month and year) for the proposed generating units; and (iv) a refundable deposit of \$10,000. The refundable deposit will be applied toward the cost of an Interconnection Evaluation Study. The Transmission Provider shall refund to Generator any portion of the deposits that exceeds the cost of the Interconnection Evaluation Study. Generator must submit a separate Interconnection Request for each site.

3.2 Valid Interconnection Request. An Interconnection Request will not be considered to be a valid Interconnection Request until all of the items specified in Section 3.1 have been received by the Transmission Provider. If an Interconnection Request fails to include such items, the Transmission Provider shall notify Generator within seven (7) days of the receipt of the initial Interconnection Request that the Interconnection Request is not valid and the reasons for such invalidity. Generator shall provide the Transmission Provider with the information needed to constitute a valid Interconnection Request within fifteen (15) days after receipt of such notice. If Generator fails to provide the information within such fifteen (15)-day period, the Interconnection Request shall be deemed abandoned.

- 3.3 OASIS Posting.** The Transmission Provider will maintain on its OASIS a list of all valid Interconnection Requests. The list will identify the size in maximum megawatt electrical output of each proposed generation capacity addition, location by county and state of the generation capacity addition, and the station or transmission line or lines where the proposed generation capacity addition is likely to be connected. The list will not disclose the identity of Generator.
- 3.4 Coordination with Adjacent Systems.** Upon receipt of a valid Interconnection Request, the Transmission Provider shall provide notice of the Interconnection Request to any adjacent regional transmission organization, transmission owner that is not a participant in a regional transmission organization, and local distribution utility that may be affected by the proposed interconnection. The Transmission Provider shall use Reasonable Efforts to coordinate with such other regional transmission organizations, transmission owners, and local distribution utilities in the performance of any studies and Interconnection System Upgrades that may be necessary on the systems of a regional transmission organization, transmission owner, and local distribution utility as the result of the Interconnection Request.

4. Queue Position.

4.1 General. The queue position of each Interconnection Request, for the purpose of performance of necessary studies and determining cost responsibility for Interconnection System Upgrades, shall be based upon the date on which the Transmission Provider receives a valid Interconnection Request from Generator. To retain such queue position, Generator must strictly adhere to all deadlines, information requirements and other provisions of this Attachment R. Failure to strictly adhere to all deadlines, information requirements and other provisions of this Attachment R will result in forfeiture of the queue position and termination of the Interconnection Request.

4.2 Transferability of Queue Position. The queue position of an Interconnection Request is specific to the Point of Interconnection for the project and site identified in the Interconnection Request. A queue position may not be assigned, leased, sold or otherwise transferred to any other entity, unless such entity acquires the specific project identified in the Interconnection Request and that the Point of Interconnection does not change after the transfer.

4.3 Queue Position for Interconnection Requests submitted prior to Effective Date

of Interconnection Procedures. All requests to an Affected Transmission Owner or the Transmission Provider for interconnection of generation facilities to the Transmission System submitted on or before the date on which FERC permits this Attachment R to become effective shall be assigned a queue position based on the date upon which such Interconnection Request was received by the Affected Transmission Owner or the Transmission Provider, provided that Generator complies with all provisions of this Attachment R and provided further that:

- (a) if an Interconnection Evaluation Study or an equivalent study has not commenced as of the effective date of this Attachment R, the request for interconnection shall be processed in accordance with this Attachment R. Any deposit provided by Generator to Affected Transmission Owner shall be transferred to the Transmission Provider;

- (b) if an Interconnection Evaluation Study or an equivalent study has been commenced but is not completed as of the effective date of this Attachment R, the Transmission Provider shall coordinate with the Affected Transmission Owner to complete such study. Once the Interconnection Evaluation Study or equivalent study has been completed and the results of such study provided to Generator, the request for interconnection shall be processed in accordance with this Attachment R;
- (c) if an Interconnection Facilities Study or equivalent study has been commenced but is not completed as of the effective date of this Attachment R, the Transmission Provider shall coordinate with the Affected Transmission Owner in completing the study. Once the study has been completed and the results of such study provided to Generator, the request for interconnection shall be processed in accordance with this Attachment R; and

- (d) if an Interconnection Facilities Study or equivalent study has been completed but an Interconnection and Operating Agreement or equivalent agreement has not been signed as of the effective date of this Attachment R, Generator, the Transmission Provider and the Affected Transmission Owner shall work in good faith towards the execution of the *pro forma* Interconnection and Operating Agreement included in this Attachment R.

4.3.1 Request for Reasonable Extension. A Generator who has submitted a request for interconnection to an Affected Transmission Owner or the Transmission Provider prior to the effective date of this Attachment R may request a reasonable extension of any deadline set forth in this Attachment R if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension shall be granted if in the judgment of the Transmission Provider (i) the need for the extension is not caused by the Generator; (ii) it is necessary to avoid undue hardship to the Generator; and (iii) it is consistent with the intent and process provided in this Attachment R.

5. Interconnection Evaluation Study.

5.1 Interconnection Evaluation Study Agreement. Within thirty (30) days of its receipt of an Interconnection Request, the Transmission Provider shall provide to Generator an Interconnection Evaluation Study Agreement in the form of Attachment R-2. Pursuant to the Interconnection Evaluation Study Agreement, Generator shall pay for the cost of the Interconnection Evaluation Study that exceeds the ten thousand dollar (\$10,000) deposit. The Interconnection Evaluation Study Agreement shall specify the estimate of the cost of, and the time estimated to complete each phase of, the Interconnection Evaluation Study, the relevant technical data that must be provided by Generator for the Interconnection Evaluation Study, and the names of any affected adjacent regional transmission organizations, transmission owners, and/or local distribution utilities with which the study will be coordinated.

To the extent known, such estimate shall include any costs expected to be incurred by affected adjacent regional transmission organizations, transmission owners, and/or local distribution utilities in the performance of coordinated studies. The Transmission Provider will also provide a *pro forma* Interconnection and Operating Agreement to Generator so that Generator may begin reviewing the terms and conditions required by the Transmission Provider and the Affected Transmission Owner. The *pro forma* Interconnection and Operating Agreement shall be in the form of the *pro forma* Interconnection and Operating Agreement included as a part of this Attachment as Attachment R-4.

5.2 Execution of Interconnection Evaluation Study Agreement. Generator shall execute the Interconnection Evaluation Study Agreement and deliver the executed agreement to the Transmission Provider within fifteen (15) days of its receipt and provide to the Transmission Provider a payment of the estimated cost to perform the Interconnection Evaluation Study (included in the agreement) less the Ten Thousand Dollar (\$10,000) deposit paid by Generator at the time of submitting the Interconnection Request. If the executed Interconnection Evaluation Study Agreement and payment of the estimated cost are not received within fifteen (15) days, the queue position of the Interconnection Request will be forfeited and the Interconnection Request terminated

5.3 Scope of Interconnection Evaluation Study. The Interconnection Evaluation Study will be conducted in accordance with Good Utility Practice to assess the impact of the proposed generation capacity addition on the reliability of the Transmission System and the systems of adjacent regional transmission organizations, transmission owners, ITCs and local distribution utilities. For Generators connecting to an ITC Transmission System, the ITC will perform the Interconnection Evaluation Study in coordination with the Transmission Provider. The Interconnection Evaluation Study will not assess the adequacy of Generator's proposed Facility or the proposed Generator Interconnection Facilities.

The Interconnection Evaluation Study will consider, at a minimum, all generating facilities physically interconnected to the Transmission System on the date the Interconnection Evaluation Study is commenced, all generating facilities that are not physically interconnected to the Transmission System but that have an executed Interconnection and Operating Agreement (including Interconnection and Operating Agreements that the Generator has requested the Transmission Provider to file with FERC on an unexecuted basis), and generating facilities physically interconnected to the systems of an adjacent regional transmission organizations, transmission owners, ITCs, and local distribution utilities on the date the study is commenced that may affect the proposed interconnection.

As the default assumption, unless the Generator requesting the Interconnection Evaluation Study specifies otherwise, or the Transmission Provider or ITC, as applicable, judges that consideration of other generating facilities in the queue would likely result in a greater adverse impact on system reliability than the default assumption, the Interconnection Evaluation Study will not consider any proposed generating facility in the queue that has not resulted in an executed Interconnection and Operating Agreement or has not resulted in a written request by the Generator that Transmission Provider file an Interconnection and Operating Agreement with FERC on an unexecuted basis. Where a Generator requests that the Transmission Provider or ITC, as applicable, consider proposed generating facilities without executed or filed interconnection agreements in its studies, the requesting Generator shall specifically identify the proposed generating facilities, that are in the interconnection queue, that the Transmission Provider, or ITC, as applicable, should consider as being interconnected in the proposed Interconnection Evaluation Study.

The Transmission Provider or ITC, as applicable, will perform or cause to be performed the Interconnection Evaluation Studies with the identified generating facilities considered interconnected, provided that, in the judgment of the Transmission Provider and the Affected Transmission Owners, the specified interconnection scenario would likely result in a greater adverse impact on system reliability than the default assumption. The Interconnection Evaluation Study will be conducted in two phases. Phase 1 will consist of a power flow analysis. Phase 2 will consist of short circuit and stability analyses. The power flow analysis, at a minimum, will determine the extent of thermal overloading on the Transmission System and the systems of adjacent regional transmission organizations, transmission owners, and local distribution utilities due to the proposed generation capacity addition.

The short circuit analysis will evaluate, at a minimum, the impact of the proposed generation capacity addition on the short circuit current capability of the circuit breakers at the Point of Interconnection and at other affected stations. The stability study will be carried out to (a) assess the ability of the proposed Generation Resource to remain in synchronism following credible system events, including faults; (b) assess the adequacy of damping of generation/transmission oscillations; and (c) evaluate the impact of the Generation Resource (and associated required network additions) on stability performance of generators within the scope of the Interconnection Evaluation Study.

The study criteria that the Transmission Provider or ITC, as applicable, will use or cause to be used in the Interconnection Evaluation Study will be the criteria of Affected Transmission Owners that reflect, to the extent appropriate, the unique characteristics of the Transmission System at the Point of Interconnection and the systems of adjacent regional transmission organizations, transmission owners, and local distribution utilities. In conducting an Interconnection Evaluation Study, the Transmission Provider or ITC, as applicable, shall utilize or cause to be utilized existing studies to the extent practicable. Generator has the option of requesting the Transmission Provider or ITC, as applicable, to perform or cause to be performed Phase 1 and Phase 2 concurrently and receive one Interconnection Evaluation Study Report at the time of completion of both phases; or, requesting that Phase 1 and Phase 2 be performed sequentially with a preliminary report being issued at the completion of Phase 1 and a final report after the completion of Phase 2.

If Generator elects to have Phase 1 and Phase 2 performed sequentially, Generator may elect not to proceed with Phase 2 of the Interconnection Evaluation Study in which case the queue position of the Interconnection Request will be forfeited and the Interconnection Request terminated. Upon the request of Generator, the Transmission Provider or ITC, as applicable, shall include or cause to be included in the Interconnection Evaluation Study consideration of the implications associated with use of the Point of Interconnection for Generator to receive electric energy for start-up and station auxiliary service purposes.

5.4 Interconnection Evaluation Study Procedures. Upon receipt of an executed Interconnection Evaluation Study Agreement, payment of the estimated cost, and all relevant technical data necessary for completing the Interconnection Evaluation Study, the Transmission Provider or ITC, as applicable, will use or cause to be used due diligence to complete the Interconnection Evaluation Study within sixty (60) days after receipt of the executed Interconnection Evaluation Study Agreement, payment of such estimated cost and all such relevant technical data, provided that Generator does not elect to have Phase 1 and Phase 2 performed sequentially as provided in Section 5.4. If Generator fails to provide such payment and/or all such necessary relevant technical data, the Transmission Provider shall notify Generator of such deficiencies within seven (7) days of the receipt of the executed Interconnection Evaluation Study Agreement. Generator shall provide the Transmission Provider with the required payment and/or information within fifteen (15) days after receipt of such notice. If Generator fails to provide the payment and/or information within such fifteen (15)-day period, the Interconnection Request shall be deemed abandoned.

If the Transmission Provider or ITC, as applicable, is unable to complete or cause to be completed the required Interconnection Evaluation Study within such sixty (60)-day period, it shall so notify Generator and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the Interconnection Evaluation Study. If Generator elects to have Phase 1 and Phase 2 of the Interconnection Evaluation Study performed sequentially, the Transmission Provider or ITC, as applicable, shall provide Generator with a preliminary report on Phase 1 within sixty (60) days after the commencement of Phase 1 of the Interconnection Evaluation Study. Generator will have fifteen (15) days after receipt of the preliminary report to notify the Transmission Provider in writing of Generator's election to proceed with Phase 2 and to provide any additional information and cost reimbursement required by the Transmission Provider.

If Generator elects to have Phase 2 of the Interconnection Evaluation Study performed, the Transmission Provider or ITC, as applicable, shall provide or cause to be provided the final report to Generator within sixty (60) days after Generator has notified the Transmission Provider to proceed with Phase 2 and has provided any additional information and cost reimbursement required by the Transmission Provider. If the Transmission Provider or ITC, as applicable, is unable to complete or cause to be completed either Phase 1 or Phase 2, or both, within the sixty (60)-day period, it shall so notify Generator and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the Phase or Phases.

5.5 Standards. The Transmission Provider or ITC, as applicable, will use the same due diligence in completing or causing to be completed the Interconnection Evaluation Study for all Generators, whether owned by Affected Transmission Owners who are participants in the Transmission Provider or ITC, their affiliates or others.

5.6 Completion of Interconnection Evaluation Study. Upon completion of each phase of the Interconnection Evaluation Study, a final report documenting the results of the Interconnection Evaluation Study will be provided to Generator.

The Interconnection Evaluation Study will state the assumptions upon which it is based and identify potential problems that may occur on the Transmission System as a result of the proposed interconnection. If Generator has requested that Phase 1 and Phase 2 of the Interconnection Evaluation Study be performed sequentially, the preliminary report on Phase 1 shall show only the results of the power flow analysis. Upon completion of the Interconnection Evaluation Study, Generator may request and the Transmission Provider or ITC, as applicable, shall provide, or cause to be provided, subject to appropriate confidentiality arrangements with Generator, supporting documentation for the Interconnection Evaluation Study.

5.7 Posting on OASIS. Upon completion of the final Interconnection Evaluation Study Report, the Transmission Provider shall post the final Interconnection Evaluation Study Report to its OASIS with the name of the Generator omitted. If the Interconnection Evaluation Study is conducted by an ITC, the ITC shall post the final Interconnection Study Evaluation Report to its page on the Transmission Provider OASIS with the name of the Generator omitted.

6. Interconnection Facilities Study.

6.1 Election to Proceed with Interconnection Facilities Study. Upon receipt of the final Interconnection Evaluation Study, Generator shall have fifteen (15) days to inform the Transmission Provider of its request for an Interconnection Facilities Study. Within fifteen (15) days after receipt of such request, the Transmission Provider shall respond with an Interconnection Facilities Study Agreement in the form of Attachment R-4 that includes the estimated cost to Generator for the Interconnection Facilities Study to be conducted.

If Generator elects to proceed with the Interconnection Facilities Study, Generator shall execute the Interconnection Facilities Study Agreement and return it with payment of the estimated cost of the Interconnection Facilities Study to the Transmission Provider within fifteen (15) days after receipt of the Interconnection Facilities Study Agreement. If Generator does not provide the executed Interconnection Facilities Study Agreement and the payment of the estimated cost to the Transmission Provider within such fifteen (15)-day period, Generator's queue position will be forfeited and its Interconnection Request will be terminated. If Generator does not proceed with an Interconnection Facilities Study, the Transmission Provider shall determine the actual costs of performing the Interconnection Evaluation Study and issue a bill or credit to Generator for the difference in the amounts paid and the costs incurred.

6.2 Scope of Interconnection Facilities Study. Upon receipt of an executed Interconnection Facilities Study Agreement and payment of the estimated cost to perform the Interconnection Facilities Study, an Interconnection Facilities Study will be carried out by, or on behalf of, the Transmission Provider and the Transmission Provider or ITC, as applicable, shall use Reasonable Efforts to coordinate the Interconnection Facilities Study with any affected adjacent regional transmission organizations, transmission owners, and local distribution utilities to determine the work required to effect the physical and electrical connection of the proposed Facility at the Point of Interconnection and to address, in accordance with Good Utility Practice, reliability problems identified in the Interconnection Evaluation Study. For Generator connecting to an ITC System, the ITC will perform the Interconnection Facilities Study in coordination with the Transmission Provider.

The electrical switching configuration of the connection equipment, including without limitation, transformer, switchgear and other station equipment, and required transmission lines, if any, will be determined as part of the Interconnection Facilities Study. Good faith cost estimates for Affected Transmission Owner Interconnection Facilities and Interconnection System Upgrades necessary to accommodate the Interconnection Request and the time required to complete construction of Affected Transmission Owner Interconnection Facilities and Interconnection System Upgrades will also be determined as part of the Interconnection Facilities Study. The Interconnection Facilities Study shall be performed in accordance with Good Utility Practice, including NERC planning standards, and planning standards and practices filed on FERC Form 715. The Transmission Provider or ITC, as applicable, shall apply the same standards to all generator interconnects, including those for Affected Transmission Owners who are Transmission Provider Members and their affiliates.

6.3 Letter Agreement. At the request of Generator and upon Generator's execution of a Interconnection Facilities Study Agreement, the Transmission Provider shall provide to Generator a Letter Agreement which authorizes the Affected Transmission Owner to begin engineering, design and siting activities and procurement of long lead-time items necessary for the establishment of the interconnection. The Letter Agreement is an optional procedure to be elected by Generator if it desires to accelerate the interconnection process and, if elected, will not alter Generator's queue position. The Letter Agreement will require Generator to pay the cost of all activities authorized by Generator and to make advance payments or provide other satisfactory security. Generator shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for the project whether or not such items or equipment later become unnecessary. No construction activities shall be undertaken until after the Interconnection and Operating Agreement is executed and delivered to the Transmission Provider or an unexecuted Interconnection and Operating Agreement is filed in accordance with the provisions of this Attachment R and Applicable Laws and Regulations.

6.4 Completion of the Interconnection Facilities Study. Upon receipt of an executed Interconnection Facilities Study Agreement and payment of the estimated costs to perform the Interconnection Facilities Study, the Transmission Provider or ITC, as applicable, will use due diligence to complete or cause to be completed the required Interconnection Facilities Study and issue a preliminary Interconnection Facilities Study Report to Generator within sixty (60) days. If the Transmission Provider or ITC, as applicable, is unable to complete or cause to be completed the Interconnection Facilities Study and issue a preliminary Interconnection Facilities Study Report within such sixty (60) days, the Transmission Provider or ITC, as applicable, shall notify Generator and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the Interconnection Facilities Study and issue a preliminary Interconnection Facilities Study Report.

Generator shall have thirty (30) days after receipt of the preliminary Interconnection Facilities Study Report to provide written comments to the Transmission Provider or ITC, as applicable, for its consideration for inclusion in the final Interconnection Facilities Study Report. Within fifteen (15) days after the receipt of such comments or notification from Generator that it does not have comments, the Transmission Provider or ITC, as applicable, shall issue or cause to be issued the final Interconnection Facilities Study Report provided that the Transmission Provider, or ITC, as applicable, in the reasonable exercise of its discretion, may extend such fifteen (15)-day period if such comments require the performance of additional studies or other significant modifications prior to the issuance of the final Interconnection Facilities Study.

The Transmission Provider or ITC, as applicable, shall provide Generator with a good faith estimate of the duration of such time extension. When completed, the final Interconnection Facilities Study Report will include a good faith estimate of (i) the costs to be charged to Generator for Affected Transmission Owner Interconnection Facilities and Interconnection System Upgrades and (ii) the time required to complete engineering and construction and initiate the requested Interconnection Service. Upon completion of the Interconnection Evaluation Study, Generator may request and the Transmission Provider or ITC, as applicable shall provide or cause to be provided, subject to appropriate confidentiality arrangements with Generator, supporting documentation for the Interconnection Evaluation Study.

6.5 Posting on OASIS. Upon completion of the final Interconnection Facilities Study Report, the Transmission Provider shall post the Interconnection Facilities Study Report to its OASIS with the name of the Generator omitted. If the Interconnection Facilities Study is conducted by an ITC, the ITC shall post the final Interconnection Facilities Evaluation Report to its page on the Transmission Provider's OASIS with the name of the Generator omitted.

7. Interconnection and Operating Agreement.

7.1 Tender. Within thirty (30) days after issuance of the final Interconnection Facilities Study Report to Generator, the Transmission Provider and ITC, as applicable shall tender to Generator a final draft of the Interconnection and Operating Agreement. The final draft of the Interconnection and Operating Agreement shall be in the form of the *pro forma* Interconnection and Operating Agreement included in this Attachment R as Attachment R-4 with blanks and appendices completed with information available to the Transmission Provider and ITC, as applicable.

Appendices developed for the final draft of the Interconnection and Operating Agreement will contain provisions that address the unique characteristics of the Facility, the Generator Interconnection Facilities, Affected Transmission Owner Interconnection Facilities, Interconnection System Upgrades and the Point of Interconnection.

- 7.2 Execution.** To retain the queue position of its Interconnection Request, within thirty (30) days following the Transmission Provider's tender of the final draft of the Interconnection and Operating Agreement, Generator must execute and return three (3) originals of the tendered Interconnection and Operating Agreement, or submit to the Transmission Provider or ITC, as applicable, a written request for the filing of an unexecuted Interconnection and Operating Agreement. If Generator requests the filing of an unexecuted Interconnection and Operating Agreement, it must provide the Transmission Provider or ITC, as applicable, with a Letter Agreement in which Generator agrees to abide by all of the provisions of the Interconnection and Operating Agreement filed by the Transmission Provider, except as such provisions may later be modified by FERC.

At any time after submitting such request and Letter Agreement to the Transmission Provider or ITC, as applicable, Generator may withdraw its Interconnection Request by written notification to the Transmission Provider at any time before or after resolution of the unexecuted Interconnection and Operating Agreement by FERC provided that Generator shall remain liable for the payment of all costs associated with termination of the Interconnection and Operating Agreement and the Interconnection Request. Upon the receipt by the Transmission Provider or ITC, as applicable, of such written request for the filing of an unexecuted Interconnection and Operating Agreement and such Letter Agreement, all Parties shall be bound by the terms and conditions of the Interconnection and Operating Agreement and shall immediately enter into full performance thereof without regard to the fact that the Interconnection and Operating Agreement has not been executed, provided that such Interconnection and Operating Agreement, including its Appendices, and the Parties' performance thereof, shall be subject to modification based upon orders of FERC with regard to the unexecuted Interconnection and Operating Agreement.

- 7.3 Filing with FERC.** As soon as practicable, but not later than thirty (30) days after receiving three (3) executed originals of the Interconnection and Operating Agreement, without any modifications not previously agreed to, the Transmission Provider and Affected Transmission Owner shall execute such originals and the Transmission Provider shall file a copy of the fully executed Interconnection and Operating Agreement with FERC in accordance with Applicable Laws and Regulations. As soon as practicable, but not later than thirty (30) days after receiving Generator's written request that the Transmission Provider file an unexecuted Interconnection and Operating Agreement and the Letter Agreement referred to in Section 7.2 of these Procedures, the Transmission Provider shall file an unexecuted Interconnection and Operating Agreement with FERC in accordance with Applicable Laws and Regulations.
- 7.4 Filing of Unexecuted Interconnection and Operating Agreement.** If Generator requests the Transmission Provider to file an unexecuted Interconnection and Operating Agreement pursuant to Section 7.2, the filing shall consist of the *pro forma* Interconnection and Operating Agreement contained in this Attachment R with Appendices reflecting terms and conditions available to the Affected Transmission Owner and the Transmission Provider.

8. Modification or Withdrawal of Interconnection Request.

8.1 Modifications. Generator may submit to the Transmission Provider or ITC, as applicable, modifications to any information provided in the Interconnection Request. In such event Generator shall retain its queue position only if the modifications, in the judgment of the Transmission Provider or ITC, as applicable, do not materially affect its Interconnection Request, the results of its Interconnection Evaluation Study or Interconnection Facilities Study, and/or the results of the Interconnection Evaluation Study or Interconnection Facilities Study performed with regard to any other Interconnection Request in the queue. Prior to making such modifications, Generator may request the Transmission Provider or ITC, as applicable, determine in writing whether the modifications would have such a material affect.

8.2 Withdrawal. Generator may withdraw its Interconnection Request at any time provided that Generator shall pay to the Transmission Provider or the Affected Transmission Owner all costs prudently incurred by the Transmission Provider or the Affected Transmission Owner prior to the Transmission Provider's receipt of notice of such withdrawal. In the event of such withdrawal, the Transmission Provider, subject to the provisions of Section 10.1 of these Procedures, shall provide Generator with all information developed by the Transmission Provider or ITC, as applicable, for the purpose of completing any study required with regard to the Interconnection Request to the extent that the final study report has not been delivered to Generator.

9. Construction of Interconnection Facilities and Interconnection System Upgrades.

9.1 Schedule. The Transmission Provider, the Affected Transmission Owner, and Generator shall negotiate in good faith to agree to a schedule acceptable to each for the construction of the Interconnection Facilities and the Interconnection System Upgrades.

9.2 Permits. The Transmission Provider, the Affected Transmission Owner, and Generator shall be responsible for obtaining all permits, licenses and necessary authorizations to comply with Applicable Laws and Regulations and shall cooperate with each other in obtaining any such permits, licenses and necessary authorizations for the construction of the Interconnection Facilities and Interconnection System Upgrades. Responsibility for obtaining such permits, licenses and necessary authorizations shall be set forth in Appendices A and B of the Interconnection and Operating Agreement.

10. Miscellaneous.

10.1 Confidentiality. Until completion of each study required under this

Attachment R, the Transmission Provider, any Affected Transmission Owner and any affected adjacent regional transmission organization, transmission owner, and local distribution utility shall keep confidential all information that was provided by Generator relating to such study, provided that, upon completion of each study performed under this

Attachment R, a report of the study will be posted to the Transmission Provider's OASIS in accordance with this Attachment R.

10.2 Transmission Credits. Generator shall be entitled to credits for transmission service taken from the Point of Interconnection in accordance with the provisions of the Interconnection and Operating Agreement.

10.3 Affected Transmission Owners. The Transmission Provider may use the services of one or more Affected Transmission Owners, as it deems appropriate, to perform its obligations under this Attachment R; provided that the Transmission Provider shall require such Affected Transmission Owners to comply with all applicable terms and conditions of this Attachment R in providing such services.

10.4 Subcontractors. The Transmission Provider and Affected Transmission Owner may use the services of such subcontractors, as it deems appropriate, to perform its obligations under this Attachment R; provided that the Transmission Provider and Affected Transmission Owner shall require its subcontractors to comply with all applicable terms and conditions of this Attachment R in providing such services and the Transmission Provider and Affected Transmission Owner shall remain primarily liable to the Generator for the performance of such subcontractors.

10.5 Must-Run. The Transmission Provider may designate one or more units of a Facility as a must-run unit in order to ensure a secure and reliable Transmission System under normal operating and first contingency conditions. This determination will be made by a Transmission Provider study that identifies a substantial unavoidable need for use of the unit or units to support the Transmission System and will be based on projected and actual operating conditions. Must-run units shall not be designated for economic reasons. If a must-run unit determination is made pursuant to this Section 10.5, Generator shall enter into good faith negotiations with the Transmission Provider for the purpose of entering into a separate agreement setting forth the terms and conditions, including compensation, for must-run operations of the unit or units and the Transmission Provider shall file the must-run agreement with FERC. If the Parties are unable to agree to the terms and conditions of such agreement within sixty (60) days after commencing negotiations, the Transmission Provider may file an unexecuted must-run agreement with FERC and such agreement shall be effective on the date authorized by FERC.

11. Expedited Procedures

11.1 Interconnection Evaluation Study. The Interconnection Evaluation Study for a Generator seeking interconnection under this Attachment R may be expedited and completed earlier than the sixty (60) days otherwise required for an Interconnection Evaluation Study hereunder, by examining a limited contingency set that focuses on the impact of the small capacity addition on contingency limits in the vicinity of the capacity resource. Generally, small capacity additions are expected to have very limited and isolated impacts on system facilities in the immediate vicinity. In many cases, the addition of small capacity resources could improve local area performance. However, if local area performances are known to be limited and marginal, the impact of the new resource will be evaluated based on its impact on the contingencies limiting such local area performance. Generation additions will be tested using linear load flow analysis tools. In many cases, small capacity additions will have no adverse impact on generator addition in an area.

If violations are observed, more detailed testing using AC load flow analysis tools will be required. Stability analysis generally will not be performed for small capacity additions. If the capacity of an existing generating resource will be increased by twenty (20) MW, or less, stability will be evaluated for critical contingencies only if existing stability margins are small. Stability analysis for new capacity resources of twenty (20) MW, or less, will only be conducted if the new resource is connected at a location where stability margins associated with existing resources are small. Short circuit calculations are performed as part of the Interconnection Evaluation Study for small resource additions, while taking into consideration all elements of the regional plan, to ensure that circuit breaker capabilities will not be exceeded.

11.2 Interconnection Facilities Study. Transmission facilities design for any required Affected Transmission Owner Interconnection Facilities and/or Interconnection System Upgrades will be performed through the execution of an Interconnection Facilities Study Agreement between the Generator the Transmission Provider and ITC, as applicable. Facilities design for small capacity additions will be expedited to the extent possible and may be completed earlier than the sixty (60) days required for the Interconnection Facilities Study hereunder. In many cases, few or no Interconnection System Upgrades may be required for small capacity additions. Affected Transmission Owner Interconnection Facilities for some small capacity additions, may, in part, be elements of a “turn key” installation. In such instances, the design of “turn key” Affected Transmission Owner Interconnection Facilities will be reviewed by Transmission Owners or their contractors.

12. Existing Generator Interconnections on the Operational Date of the Transmission Provider.

12.1 General. The owner of each generating facility interconnected to the Transmission System, or connected at sub-transmission or distribution voltage and that engages in the sale for resale of wholesale energy, capacity, or ancillary services requiring transmission service under the Transmission Provider Tariff shall follow the operating protocols for existing generators interconnected to the Transmission System as contained in the business practices and protocols of the Transmission Provider's Security Coordination Manual.

ATTACHMENT R-1

INTERCONNECTION REQUEST

(All requested information must be provided to constitute a valid Interconnection Request)

1. The undersigned Generator submits this Interconnection Request to install and operate generation interconnected with the Transmission System pursuant to Attachment R to the Midwest ISO Open Access Transmission Tariff.
2. This Interconnection Request is for (check one):
 A proposed new generating facility.
 A increase in the generating capacity of an existing generating facility.
3. Is Generator requesting expedited procedures for new generating facilities of 20 MW or less or generating capacity additions of 20 MW or less to existing generating facilities?
 Yes
 No

4. Generator provides the following information:

- a. Location of the proposed new generating facility site by county and state or, in the case of an existing generating facility site, the name and specific location of the facility:

- b. Maximum megawatt electrical output of the proposed new generating facility or the amount of megawatt increase in the generating capacity of an existing generating facility:

- c. Planned-in-service date by month and year of the new generating facility or increase in capacity of the existing generating facility:

- d. Date of Application:

- e. Name, address, telephone number and e-mail address of Generator's contact person:
-
-
- f. A refundable deposit in the amount of \$5,000.00. Make checks payable to the "Midwest ISO."
5. This Interconnection Request shall be submitted to the representative indicated below:
- [Insert name and/or title of person]
Midwest ISO
701 City Center Drive
Carmel, IN 46032
6. The Midwest ISO will maintain on its OASIS a list of Interconnection Requests in accordance with Attachment R of the Midwest ISO Open Access Transmission Tariff.

7. I, the undersigned and authorized representative of the Generator, submit this Interconnection Request to the Midwest ISO, with the understanding that the Midwest ISO or Affected Transmission Owner (assigned by the Midwest ISO) or ITC, as applicable, will subsequently provide an Interconnection Evaluation Study Agreement in accordance with Attachment R of the Midwest ISO Open Access Transmission Tariff. The Interconnection Evaluation Study should be mailed to the following address:

[Insert name and/or title of person]
[Insert name of Generator]
[Insert street or P. O. Box address]
[Insert city, state and zip code]

8. This Interconnection Request is submitted by:

Name of Generator: _____
By (signature) _____
Name (type or print):
Title:
Date signed:

ATTACHMENT R-2

INTERCONNECTION EVALUATION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, [corporate description of Generator] existing under the laws of the State of _____, sometimes hereinafter referred to as "Generator," and the Midwest Independent Transmission System Operator, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware, sometimes hereinafter referred to as the "Midwest ISO." Generator and the Midwest ISO each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Generator is proposing to develop a ____ MW Generation Resource to be located _____ (Facility); and

WHEREAS, the Facility is not connected to the Transmission System; and

WHEREAS, Generator either is considering or is currently proposing to establish an interconnection with the Transmission System; and

WHEREAS, Generator has requested that the Midwest ISO prepare or cause to be prepared an Interconnection Evaluation Study to assess the impact of the proposed generation capacity addition on the reliability of the Transmission System, and of any other affected systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed as follows:

- 1.0 The terms used in this Agreement with initial capitalization shall have the meanings specified in the Midwest ISO OATT, including Attachment R thereto and the *pro forma* Interconnection and Operating Agreement included in Attachment R.
- 2.0 The Midwest ISO shall cause an Interconnection Evaluation Study to be performed in accordance with Attachment R of the Midwest ISO OATT.
- 3.0 As described in Attachment R, Generator elects to have Phase 1 and Phase 2 performed (___) concurrently or (___) sequentially (select one option).

- 4.0 The scope of the Interconnection Evaluation Study shall be as set forth in Attachment R subject to the assumptions set forth in Exhibit A of this Agreement.
- 5.0 The Interconnection Evaluation Study shall be based on the technical information provided by Generator in Exhibit B to this Agreement. The Midwest ISO reserves the right to request additional technical information from Generator as may become necessary during the course of the Interconnection Evaluation Study. If Generator's Interconnection Request is modified or the technical information provided in Exhibit B is modified, incomplete, or inaccurate, the time to complete the Interconnection Evaluation Study may be extended and/or the results may be inaccurate.
- 6.0 The final Interconnection Evaluation Study Report shall provide the following information:
- Identification of any thermal overload or voltage limit violations resulting from the interconnection.
 - Identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection.
 - Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection.

- 7.0 The estimated cost for performance of the Interconnection Evaluation Study is () a fixed fee of \$_____ ; or () is estimated to be \$_____ provided that the Generator shall be charged and shall pay for all actual costs of the Interconnection Evaluation Study in excess of the deposit paid by Generator at the time of submitting its Interconnection Request.
- 8.0 Actual interconnection of the Facility shall be subject to the provisions of Attachment R and applicable regulatory approvals.
- 9.0 This Agreement is subject to the provisions of Attachment R.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**Midwest Independent Transmission
System Operator, Inc.**

[Insert name of Generator]

By: _____

By: _____

Name (typed or printed): _____

Name (typed or printed): _____

Title: _____

Title: _____

EXHIBIT A
to
Interconnection Evaluation Study Agreement

The Interconnection Evaluation Study will evaluate the impact of ____ MW of generation connected to **[DESCRIBE TRANSMISSION LINE OR SUBSTATION CONNECTION POINT]**, at the point designated for the location of the site in _____ County, _____ **[STATE]**, with a projected service date of _____ **(MONTH, DAY, YEAR)**.

The Interconnection Evaluation Study will be based upon the following assumptions:

**EXHIBIT B
TO
INTERCONNECTION EVALUATION STUDY AGREEMENT**

Note: A separate copy of this Exhibit B is required for each proposed unit at the same site. All data entries must be printed in ink or typed. Generator and transformer parameter values should be based upon 60Hz operation.

SITE NAME:
SITE ADDRESS:

OVERVIEW DATA FOR THIS GENERATOR

GENERATOR NUMBER OR OTHER UNIQUE IDENTIFIER:
(for the generator described on the following sheets and attached diagrams)

1. GENERATOR IDENTIFICATION:
 - A. MANUFACTURER:
 - B. MODEL:
 - C. SERIAL NUMBER:

2. GENERATING CAPABILITY OF THIS UNIT:
 - A. NOMINAL / ISO RATING (kilowatts @ power factor):
 - B. SUMMER RATING AT 95°F (kilowatts @ power factor):
 - C. WINTER RATING AT 30°F (kilowatts @ power factor):

3. RATED VOLTAGE (KV):
4. RATED SPEED (RPM):
5. TYPE OF GENERATOR (synchronous, induction, etc.) AND PRIME MOVER (steam turbine, reciprocating, etc.):
6. GENERATOR GROUNDING METHOD (and impedance value if applicable):
7. ONE LINE ELECTRICAL DIAGRAM(S) (showing anticipated connection to customer's new or existing system and/or connection to the transmission system):
8. DESCRIPTION OF PLANNED CIRCUIT BREAKER CONFIGURATION FOR SYNCHRONIZING THE GENERATOR TO THE GRID (be sure to specify which individual breaker will be used):
9. PHYSICAL SITE LOCATION DRAWING(S) OR MAP(S):
10. ANTICIPATED BACKFEED DATE:
11. ANTICIPATED COMMERCIAL OPERATION DATE:
12. TOTAL NUMBER OF GENERATORS AT THIS SITE:

MODELING DATA FOR THIS SYNCHRONOUS GENERATOR

SITE NAME:

GENERATOR NUMBER OR UNIQUE IDENTIFIER: (as given on the first sheet)

- | | | | |
|--|------|-------------|-----------|
| 1. RESISTANCES GIVEN IN PER UNIT ON: | KVA, | KV BASE | |
| A. POSITIVE SEQUENCE RESISTANCE: | | R1 = | |
| B. NEGATIVE SEQUENCE RESISTANCE: | | R2 = | |
| C. ZERO SEQUENCE RESISTANCE: | | R0 = | |
| 2. REACTANCES GIVEN IN PER UNIT ON: | KVA, | KV BASE | |
| | | UNSATURATED | SATURATED |
| A. DIRECT AXIS SYNCHRONOUS REACTANCE: | | Xd = | , |
| B. DIRECT AXIS TRANSIENT REACTANCE: | | X'd = | , |
| C. DIRECT AXIS SUBTRANSIENT REACTANCE: | | X''d = | , |
| D. QUADRATURE AXIS SYNCHRONOUS REACTANCE: | | Xq = | , |
| E. QUADRATURE AXIS TRANSIENT REACTANCE: | | X'q = | , |
| F. QUADRATURE AXIS SUBTRANSIENT REACTANCE: | | X''q = | , |
| G. POSITIVE SEQUENCE REACTANCE: | | X1 = | , |
| H. NEGATIVE SEQUENCE REACTANCE: | | X2 = | , |
| I. ZERO SEQUENCE REACTANCE: | | X0 = | , |
| J. STATOR LEAKAGE REACTANCE: | | XL = | , |
| K. POTIER REACTANCE: | | Xp = | , |
| | | | , |

3. TIME CONSTANTS:

- | | |
|---|-------------------|
| A. DIRECT AXIS SHORT CIRCUIT TRANSIENT (line-neutral): | T'd1 (seconds) = |
| B. DIRECT AXIS SHORT CIRCUIT TRANSIENT (line-line): | T'd2 (seconds) = |
| C. DIRECT AXIS SHORT CIRCUIT TRANSIENT (three phase): | T'd3 (seconds) = |
| D. DIRECT AXIS SHORT CIRCUIT SUBTRANSIENT (line-neutral): | T''d1 (seconds) = |
| E. DIRECT AXIS SHORT CIRCUIT SUBTRANSIENT (line-line): | T''d2 (seconds) = |
| F. DIRECT AXIS SHORT CIRCUIT SUBTRANSIENT (three phase): | T''d3 (seconds) = |
| G. QUADRATURE AXIS SHORT CIRCUIT TRANSIENT (line-neutral): | T'q1 (seconds) = |
| H. QUADRATURE AXIS SHORT CIRCUIT TRANSIENT (line-line): | T'q2 (seconds) = |
| I. QUADRATURE AXIS SHORT CIRCUIT TRANSIENT (three phase): | T'q3 (seconds) = |
| J. QUADRATURE AXIS SHORT CIRCUIT SUBTRANSIENT (line-neutral): | T''q1 (seconds) = |
| K. QUADRATURE AXIS SHORT CIRCUIT SUBTRANSIENT (line-line): | T''q2 (seconds) = |
| L. QUADRATURE AXIS SHORT CIRCUIT SUBTRANSIENT (three phase): | T''q3 (seconds) = |
| M. DIRECT AXIS OPEN CIRCUIT TRANSIENT: | T'do (seconds) = |
| N. DIRECT AXIS OPEN CIRCUIT SUBTRANSIENT: | T''do (seconds) = |
| O. QUADRATURE AXIS OPEN CIRCUIT TRANSIENT: | T'qo (seconds) = |
| P. QUADRATURE AXIS OPEN CIRCUIT SUBTRANSIENT: | T''qo (seconds) = |
| Q. SHORT CIRCUIT ARMATURE (line-neutral): | Ta1 (seconds) = |
| R. SHORT CIRCUIT ARMATURE (line-line): | Ta2 (seconds) = |
| S. SHORT CIRCUIT ARMATURE (three phase): | Ta3 (seconds) = |

4. INERTIA CONSTANT (Including Turbine):

H (in seconds - on machine base): and WR2 (lb-ft²):

MODELING DATA FOR THIS INDUCTION GENERATOR

SITE NAME:

GENERATOR NUMBER OR UNIQUE IDENTIFIER: (as given on the first sheet)

1. RESISTANCES GIVEN IN PER UNIT ON: KVA, KV BASE
 A. POSITIVE SEQUENCE RESISTANCE: R1 =
 B. NEGATIVE SEQUENCE RESISTANCE: R2 =
 C. ZERO SEQUENCE RESISTANCE: R0 =

2. REACTANCES GIVEN IN PER UNIT ON: KVA, KV BASE
 UNSATURATED SATURATED
 A. SYNCHRONOUS REACTANCE: X = , ,
 B. TRANSIENT REACTANCE: X' = , ,
 C. SUBTRANSIENT REACTANCE: X'' = , ,
 D. POSITIVE SEQUENCE REACTANCE: X1 = , ,
 E. NEGATIVE SEQUENCE REACTANCE: X2 = , ,
 F. ZERO SEQUENCE REACTANCE: X0 = , ,
 G. STATOR LEAKAGE REACTANCE: XL = , ,

3. TIME CONSTANTS:
 A. SHORT CIRCUIT TRANSIENT: T' (seconds) =
 B. SHORT CIRCUIT SUBTRANSIENT: T'' (seconds) =
 C. OPEN CIRCUIT TRANSIENT: T'o (seconds) =
 D. OPEN CIRCUIT SUBTRANSIENT: T''o (seconds) =

4. INERTIA CONSTANT (Including Turbine):
 H (in seconds - on machine base): and WR2 (lb-ft²):

5. MECHANICAL POWER USED AT SYNCHRONOUS SPEED (MW):

6. TORQUE AT SYNCHRONOUS SPEED (pu):

7. AUXILIARY LOAD WITH GENERATOR
 IN SERVICE: KW and KVA

8. ADDITIONAL GENERATOR INFORMATION:
 A. Attach a legible plot of generator air-gap and open-circuit saturation curves and short circuit characteristic.
 B. Attach a legible plot of generator reactive capability curves (MVAR output vs. MW output) and V curves.

9. PROVIDE DATA AND BLOCK DIAGRAM MODEL OF TURBINE AND GOVERNOR:

MODELING DATA FOR NON-STANDARD GENERATORS WITH A POWER ELECTRONICS CONVERTER INTERFACE TO THE AC ELECTRIC POWER GRID

Contact the Midwest ISO for the data submission requirements for this type of generator.

MODELING DATA FOR THE STEP-UP TRANSFORMER FOR THIS GENERATOR

SITE NAME:

GENERATOR NUMBER OR UNIQUE IDENTIFIER:

(as given on the first sheet)

1. TRANSFORMER IDENTIFICATION:

- A. MANUFACTURER:
- B. MODEL/TYPE:
- C. SERIAL NUMBER:

2. TRANSFORMER DATA:

A. RATINGS (KVA):

B. HIGH VOLTAGE WINDING Nominal Voltage (KV):
CONNECTED grounded wye/ ungrounded wye/grounded through impedance wye/delta
(list impedance and base if applicable):

C. LOW VOLTAGE WINDING Nominal Voltage (KV):

CONNECTED grounded wye/ungrounded wye/grounded through impedance wye/delta
(list impedance and base if applicable):

- | | KVA, | KV BASE |
|------------------------------------|------|----------------|
| 3. IMPEDANCES GIVEN IN PER UNIT ON | | |
| A. POSITIVE SEQUENCE RESISTANCE: | | R1 = |
| B. NEGATIVE SEQUENCE RESISTANCE: | | R2 = |
| C. ZERO SEQUENCE RESISTANCE: | | R0 = |
| D. POSITIVE SEQUENCE REACTANCE: | | X1 = |
| E. NEGATIVE SEQUENCE REACTANCE: | | X2 = |
| F. ZERO SEQUENCE REACTANCE: | | X0 = |
| 4. TAP SETTINGS | | |
| A. ALL AVAILABLE TAP SETTINGS: | | |
| H.V. Taps (KV): | | |
| L.V. Taps (KV): | | |
| B. EXPECTED TAP SETTINGS: | | |
| H.V. Tap (KV): | | L.V. Tap (KV): |

The data for the individual generator and step-up transformer provided above in this exhibit is complete and accurate. Any additional engineering studies, infrastructure changes, delays, or equipment damage due to missing or inaccurate data is the responsibility of Generator. This data will be verified as accurate and complete immediately **prior** to the generating units being commissioned and every 4 years afterwards (or as directed by NERC/NAERO policy once it has been finalized). Any changes in the data above once the generators are in-service must be immediately provided to the Midwest ISO.

Name:

Signature:

Title:

Company:

Address:

Date:

Email:

Phone:

Fax:

ATTACHMENT R-3

INTERCONNECTION FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, [corporate description of Generator] existing under the laws of the State of _____, sometimes hereinafter referred to as "Generator," and the Midwest Independent Transmission System Operator, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware, sometimes hereinafter referred to as the "Midwest ISO." Generator and the Midwest ISO each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Generator is proposing to develop a ____ MW Generation Resource to be located _____ (Facility); and

WHEREAS, the Facility is not connected to the Transmission System; and

WHEREAS, Generator either is considering or is currently proposing to establish an interconnection with the Transmission System; and

WHEREAS, Generator has requested that the Midwest ISO prepare or cause to be prepared an Interconnection Facilities Study to determine the facilities necessary to effect the physical and electrical connection of the proposed Facility at the Point of Interconnection, and to address any reliability problems identified in the Interconnection Evaluation Study;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed as follows:

- 1.0 The terms used in this Agreement with initial capitalization shall have the meanings specified in the Midwest ISO OATT, including Attachment R thereto and the *pro forma* Interconnection and Operating Agreement included in Attachment R.
- 2.0 The Midwest ISO shall cause an Interconnection Facilities Study to be performed in accordance with Attachment R of the Midwest ISO OATT.

- 3.0 The Interconnection Facilities Study shall be based on the results of the Interconnection Evaluation Study performed for the proposed interconnection. The Midwest ISO reserves the right to request additional technical information from Generator as may become necessary during the course of the Interconnection Facilities Study. If Generator's Interconnection Request is modified or the technical information provided is modified, incomplete, or inaccurate, the time to complete the Interconnection Facilities Study may be extended and/or the results may be inaccurate.
- 4.0 The final Interconnection Facilities Study Report shall provide the following information:
- Identification of the Transmission Owner Interconnection Facilities and Interconnection System Upgrades.
 - A good faith estimate of the cost to install the Transmission Owner Interconnection Facilities and Interconnection System Upgrades.
 - A good faith estimate of the schedule to complete the installation of the Transmission Owner Interconnection Facilities and Interconnection System Upgrades.

- 5.0 The cost for performance of the Interconnection Facilities Study is a fixed fee of \$_____ ; or () is estimated to be \$_____ provided that the Generator shall be charged and shall pay for all actual costs of the Interconnection Facilities Study.
- 6.0 Actual interconnection of the Facility shall be subject to the provisions of Attachment R and applicable regulatory approvals.
- 7.0 This Agreement is subject to the provisions of Attachment R.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**Midwest Independent Transmission
System Operator, Inc.**

[Insert name of Generator]

By: _____
Name (typed or printed): _____
Title: _____

By: _____
Name (typed or printed): _____
Title: _____

ATTACHMENT R –4

INTERCONNECTION AND OPERATING AGREEMENT

entered into by the

Midwest Independent Transmission System Operator, Inc.

[insert Transmission Owner's name],

and

[insert Generator's name]

entered into on the ____ day of _____, 20__

INTERCONNECTION AND OPERATING AGREEMENT

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RESPONSIBILITY, TRANSMISSION CREDITS,
CONSTRUCTION SCHEDULE, AND
MONTHLY PAYMENT SCHEDULE64**

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INTERCONNECTION AND OPERATING AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 20__, by and among _____, [corporate description of Generator] existing under the laws of the State of _____, sometimes hereinafter referred to as “Generator,” the Midwest Independent Transmission System Operator, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware, sometimes hereinafter referred to as the “Midwest ISO,” and _____, [corporate description of Transmission Owner] existing under the laws of the State of _____, sometimes hereinafter referred to as “Transmission Owner.” Generator, Transmission Owner, or Midwest ISO each may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Generator intends to own and operate the Facility identified in Appendix B;
and,

WHEREAS, the Facility is located adjacent to the Transmission System owned by Transmission Owner and subject to functional control of the Midwest ISO; and,

WHEREAS, Generator has requested, and the Midwest ISO and Transmission Owner have agreed to enter into this Interconnection and Operating Agreement with Generator for the purposes of interconnecting the Facility with the Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement with initial capitalization, the following terms shall have the meanings specified or referred to in this Article 1. Terms used in this Agreement with initial capitalization not defined in this Article 1 shall have the meanings specified in the Midwest ISO OATT:

- 1.1** “Applicable Laws and Regulations” shall mean all applicable federal, state and local laws, ordinances, rules and regulations, and all duly promulgated orders and other duly authorized actions of any Governmental Authority having jurisdiction over the Parties, their respective facilities and/or the respective services they provide.
- 1.2** “Applicable Reliability Council” shall mean any of the regional reliability councils of NERC in which the Facility is located.
- 1.3** “Breach” shall mean the failure of a Party to perform or observe any material term or condition of this Agreement and shall include, but not be limited to, the events described in Section 17.1.
- 1.4** “Breaching Party” shall mean a Party that is in Breach of this Agreement.

- 1.5** “Confidential Information” shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as Confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, and shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of this Agreement. Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, whether provided electronically or in hard copy, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.
- 1.6** “Default” shall mean the failure of a Party in Breach of this Agreement to cure such Breach in accordance with the provisions of Article 17.
- 1.7** “Effective Date” shall mean the date on which this Agreement becomes effective in accordance with Section 2.1.
- 1.8** “Emergency Condition” shall mean a condition or situation (i) that in the judgment of any Party is imminently likely to endanger life or property; or (ii) that in the judgment of the Midwest ISO or Transmission Owner is imminently likely to cause a material adverse effect on the security of, or damage to the Transmission System or the electrical or transmission systems of others to which the Transmission System

is directly or indirectly connected; or (iii) that in the judgment of Generator is imminently likely to cause damage to the Facility. System restoration and black start shall be considered Emergency Conditions. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one of the enumerated conditions or situations identified in this definition also exists.

- 1.9** “Facility” shall mean Generator's electric generating facility identified in the “as built” drawings provided to the Midwest ISO and, as applicable, ITC in accordance with Section 9.3 and in Appendix B, but shall not include Generator Interconnection Facilities.
- 1.10** “FERC” shall mean the Federal Energy Regulatory Commission, or its successor.

- 1.11** “Force Majeure” shall mean any cause beyond the control of the Party affected, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. No Party shall be relieved of liability for failure of performance to the extent that such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time. Nothing contained in this Agreement shall be construed to require a Party to settle any strike or labor dispute. Mere economic hardship of a Party does not constitute Force Majeure. A Force Majeure event does not include an act of negligence or intentional wrongdoing.
- 1.12** “Generator Interconnection Facilities” shall mean all facilities and equipment owned and/or controlled, operated and maintained by Generator on Generator’s side of the Point of Interconnection as identified in Appendix B, including any modifications, additions, or upgrades made to such facilities and equipment, that are necessary to physically and electrically interconnect the Facility to the Transmission System.
- 1.13** “Good Utility Practice” shall have the same meaning as assigned to such term in the Midwest ISO OATT.

- 1.14** “Governmental Authority” means any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, arbitrating body, or other governmental authority having jurisdiction over either Party.
- 1.15** “Hazardous Substances” shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law. For purposes of this Agreement, the term “Environmental Law” shall mean Federal, state, and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders relating to pollution or protection of the environment, natural resources or human health and safety.

- 1.16** “Interconnection Facilities” shall mean the Transmission Owner Interconnection Facilities and the Generator Interconnection Facilities identified in Appendices A and B.
- 1.17** “Interconnection Guidelines” shall mean the technical guidelines identified in Appendix D.
- 1.18** “Interconnection Request” shall mean the information and other requirements prescribed by Attachment R-1 of the Midwest ISO OATT.
- 1.19** “Interconnection Service” shall mean the interconnection component of transmission service under the Midwest ISO OATT and the services provided by the Midwest ISO and as applicable, ITC to interconnect the Facility with the Transmission System pursuant to the terms of this Agreement. Interconnection Service does not include the right to obtain the delivery component of transmission service on the Transmission System, which service shall be obtained in accordance with the provisions of the Midwest ISO OATT.
- 1.20** “Interconnection System Upgrades” shall mean the minimum necessary upgrades to the Transmission System that would not have been required but for an Interconnection Request, including (i) upgrades necessary to remove overloads and voltage criteria violations, and (ii) upgrades necessary to remedy short-circuit and/or stability problems resulting from the connection of the Facility to the Transmission System. Interconnection System Upgrades shall not include upgrades to the Transmission System that may be required to move power from the Point of Interconnection to load and shall not include Transmission Owner Interconnection Facilities. Interconnection System Upgrades are identified in Appendix A.

- 1.20a** “ITC” shall have the same meaning as assigned to such term in the Midwest ISO OATT.
- 1.20b** “ITC Participant” shall have the same meaning as assigned to such term in the Midwest ISO OATT.
- 1.21** “Metering Equipment” shall mean all metering equipment installed at the metering points designated in Appendix A.
- 1.22** “Midwest ISO OATT” shall mean the open access transmission tariff of the Midwest ISO, on file with FERC and in effect, as amended or superseded from time to time, under which transmission service is provided on the Transmission System.
- 1.23** “NERC” shall mean the North American Electric Reliability Council, or its successor agency assuming or charged with similar responsibilities related to the operation and reliability of the North American electric interconnected transmission grid.

- 1.24** “Non-Breaching Party” shall mean a Party that is not in Breach of this Agreement with regard to a specific event of Breach by another Party.
- 1.25** “Operation Date” shall mean the day commencing at 00:01 hours on the day following the day during which all necessary Interconnection Facilities, any necessary Interconnection System Upgrades, and the Facility have been completed as required by this Agreement and energized in parallel operation with Transmission System as confirmed in a writing substantially in the form shown in Appendix C.
- 1.26** “Operating Guidelines” shall mean the operating guidelines identified in Appendix E.
- 1.27** “Point of Interconnection” shall mean the point or points, shown in Appendix A, where the Generator Interconnection Facilities interconnect with the Transmission Owner Interconnection Facilities.
- 1.28** “Prior Generator” shall mean any person or persons, other than Generator, who has entered into (i) an Interconnection and Operating Agreement with the Midwest ISO on or after the date on which the Midwest ISO commences to provide transmission service or (ii) a similar agreement with a Transmission Owner prior to the date on which the Midwest ISO commences to provide transmission service; or (iii) a similar agreement with an ITC Participant prior to the date on which the ITC joins the ISO.

- 1.29** “Reasonable Efforts” shall mean, with respect to any action required to be made, attempted, or taken by a Party under this Agreement in the exercise of “Reasonable Efforts,” such efforts as are timely and consistent with Good Utility Practices that would be undertaken for the protection of its own interests under the conditions affecting such action, including but not limited to the amount of notice of the need to take such action and the duration and type of such action.
- 1.30** “Secondary Systems” shall mean control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers.
- 1.31** “Subsequent Generator” shall mean any person or persons, other than Generator, that enters into an Interconnection and Operating Agreement with the Midwest ISO on or after the date of this Agreement.
- 1.32** “Switching and Tagging Rules” shall mean the switching and tagging procedures of Transmission Owners and Generator, as set forth in Appendix E, and as they may be amended from time to time.

- 1.33** “System Protection Facilities” shall mean the equipment required to protect (i) the Transmission System, other delivery systems and/or other generating systems connected to the Transmission System from faults or other electrical disturbance occurring at the Facility, and (ii) the Facility from faults or other electrical system disturbance occurring on the Transmission System or on other delivery systems and/or other generating systems to which the Transmission System is directly or indirectly connected. System Protection Facilities shall include such protective and regulating devices as are identified in the Interconnection Guidelines or that are required by Applicable Law and Regulations or as are otherwise necessary to protect personnel and equipment and to minimize deleterious effects to the Transmission System arising from the Facility.
- 1.34** “Transmission Owner” shall have the same meaning as assigned to such term in the Midwest ISO OATT except for purposes of this Agreement, in the case of an interconnection to an ITC System, the ITC as defined in the Midwest ISO OATT shall be considered a Transmission Owner.

- 1.35** “Transmission Owner Interconnection Facilities” shall mean all facilities and equipment owned and/or controlled, operated and maintained by the Transmission Owner on the Transmission Owner’s side of the Point of Interconnection as identified in Appendix A, including any modifications, additions or upgrades made to such facilities and equipment, that are necessary to physically and electrically interconnect the Facility to the Transmission System. Transmission Owner Interconnection Facilities do not include Interconnection System Upgrades, which are separately identified in Appendix A.
- 1.36** “Transmission System” shall mean the facilities controlled or operated by the Transmission Provider or, as applicable, ITC that are used to provide transmission service under Module B of this tariff. The Transmission System includes facilities, the operational control of which has been transferred to the Midwest ISO subject to Commission approval under Section 203 of the Federal Power Act.

ARTICLE 2 TERM OF AGREEMENT

- 2.1 Effective Date.** Subject to required regulatory authorizations, including, without limitation, acceptance by FERC under Section 205 of the Federal Power Act, this Agreement shall become effective on the date on which this Agreement is made and entered into by the Parties.
- 2.2 Term.**
- 2.2.1 General.** This Agreement shall become effective as provided in Section 2.1 and shall continue in full force and effect until (i) the Parties agree to mutually terminate this Agreement; (ii) the date on which the Facility permanently ceases commercial operations; (iii) earlier termination is permitted or provided for under this Agreement; or (iv) Generator terminates this Agreement after providing the Midwest ISO with written notice at least sixty (60) days prior to the proposed termination date, provided that Generator has no outstanding contractual obligations to the Midwest ISO or Transmission Owner under this Agreement. No termination of this Agreement shall be effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

2.2.2 Termination Upon Default. In the event of a Default by a Party, the Non-Breaching Party or Parties shall have the termination rights described in Articles 17 and 18; provided, however, if an event described in part (c) of Section 17.1 has not occurred, and the Default does not pose a threat to the reliability of the Transmission System, neither the Midwest ISO nor the Transmission Owner may terminate this Agreement if Generator is the Breaching Party and Generator (i) has undertaken, in accordance with Section 17.3, to cure the Breach that lead to the Default and has failed to cure the Breach for reasons other than Generator's failure to diligently commence reasonable and appropriate steps to cure the Breach within the thirty (30) days allowed by Section 17.3, and (ii) compensates the Midwest ISO or the Transmission Owner within thirty (30) days for the amount of damage billed to Generator by the Midwest ISO or the Transmission Owner for any damages incurred by the Midwest ISO or the Transmission Owner as a result of such Default. In the event of an occurrence described in part (c) of Section 17.1, and providing the Default does not pose a threat to the reliability of the Transmission System, the Non-Breaching Party or Parties shall not terminate this Agreement provided that the Breaching Party provided an assurance of payment acceptable to the Non-Breaching Party, and pays any applicable damages.

2.2.3 Material Adverse Change. In the event of a material change in law or regulation that adversely affects, or may reasonably be expected to adversely affect a Party's rights and/or obligations under this Agreement, the Parties shall negotiate in good faith any amendments to this Agreement necessary to adapt the terms of this Agreement to such change in law or regulation, and the Midwest ISO shall file such amendments with FERC. If, within sixty (60) days after the occurrence of any event described in this Section 2.2.3, the Parties are unable to reach agreement as to any necessary amendments, the Parties may proceed under Article 22 to resolve any disputes related thereto; and, the Midwest ISO and/or Transmission Owner shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Generator shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that a Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. If a Party is unable to fully perform this Agreement due to the occurrence of an event described in this Section 2.2.3 and such inability is not based on economic reasons, such Party shall not be deemed to be in default of its obligations under this Agreement, provided that such Party is seeking dispute resolution under Article 22 or before FERC, to the extent that (i) such Party is unable to perform as a result of such an event and (ii) such Party acts in accordance with its obligations under this Section 2.2.3.

- 2.3 Regulatory Filing.** In accordance with Applicable Laws and Regulations, the Midwest ISO shall file this Agreement, and any amendment to this Agreement with FERC as a service Agreement under the Midwest ISO OATT. If Generator has executed this Agreement or any amendment to this Agreement, Generator shall not protest this Agreement or the amendment, shall reasonably cooperate with the Midwest ISO or ITC, as applicable, with respect to such filing and shall provide any information, including the rendering of testimony reasonably requested by the Midwest ISO or ITC, as applicable, to the extent reasonably needed to comply with applicable regulatory requirements.
- 2.4 Survival.** The applicable provisions of this Agreement shall continue in effect after expiration, cancellation, or termination hereof to the extent necessary to provide for final billings, billing adjustments, and the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect.
- 2.5 Termination Obligations.** Upon any termination pursuant to this Agreement, Generator shall be responsible for the payment of all costs or other contractual obligations incurred prior to the termination date including any incurred operating expenses, previously incurred capital costs, penalties for early termination, costs of removal and site restoration. Such outstanding contractual obligations may include the payment of costs associated with the construction of the Transmission Owner Interconnection Facilities and/or Interconnection System Upgrades under this Agreement that would have been beneficial to a Subsequent Generator.

ARTICLE 3 INTERCONNECTION SERVICE

- 3.1 Service.** Under this Agreement, the Midwest ISO or ITC, as applicable, shall provide Generator with Interconnection Service for the Facility for the term of this Agreement.
- 3.2 Scope of Service.** The Midwest ISO or ITC, as applicable, shall provide Interconnection Service for the Facility at the Point of Interconnection. In the event of an increase in the output of the Facility or other material change or modification to the configuration and/or operation of the Facility, the Parties shall negotiate appropriate revisions to this Agreement, including as necessary the specifications or requirements set forth in the Appendices to this Agreement, necessary to permit the Midwest ISO, or ITC, as applicable to provide Interconnection Service to the Facility under this Agreement in a secure and reliable manner.

- 3.2.1 Limitations on Scope.** Except as otherwise provided under this Agreement, neither Transmission Owner nor the Midwest ISO shall have any obligation under this Agreement (i) to pay Generator any wheeling or other charges for electric power and/or energy transferred through the Facility and/or the Generator Interconnection Facilities or for power or ancillary services provided by Generator; (ii) to make arrangements or pay under applicable tariffs for transmission and ancillary services associated with the delivery of electricity and ancillary electrical products produced by the Facility; (iii) to procure electricity and ancillary electrical products to satisfy Generator's Station Power service or other requirements; or (iv) to make arrangements under applicable tariffs for transmission, losses, and ancillary services associated with the use of the Transmission System for the delivery of electricity and ancillary electrical products to the Facility.
- 3.2.2 No Transmission Service.** Neither the Midwest ISO nor Transmission Owner make any representations to Generator regarding the availability of transmission service on the Transmission System, and Generator agrees that the availability of transmission service on the Transmission System may not be inferred or implied from the Midwest ISO's or Transmission Owner's execution of this Agreement. If Generator wishes to obtain transmission service on the Transmission System, Generator must request such service in accordance with the provisions of the Midwest ISO OATT.

- 3.3 Non-Force Majeure Reporting.** A Party shall notify the other Parties when it becomes aware of its inability to comply with the provisions of this Agreement for a reason other than Force Majeure. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including, but not limited to, the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. In the event of Force Majeure, a Party unable to comply with the provisions of this Agreement shall notify the other Parties in accordance with the provisions of Article 11.
- 3.4 Third-Party Actions.** Generator acknowledges and agrees that from time to time during the term of this Agreement other persons may develop, construct and operate, or acquire and operate generating facilities located in the Control Areas of the Midwest ISO and ITC, and construction or acquisition and operation of any such facilities, and reservations by any such other persons of transmission service under the Midwest ISO OATT may adversely affect the availability of the delivery component of transmission service for the Facility's electric output. Generator acknowledges and agrees that the Midwest ISO and Transmission Owner have no obligation under this Agreement to disclose to Generator any information with respect to third-party developments or circumstances, including the identity or existence of any such person or other facilities, except as otherwise provided under Article 4 and elsewhere in this Agreement. Generator, Transmission Owner, and the Midwest ISO make no guarantees to each other under this Agreement with respect to transmission service that is available under the Midwest ISO OATT or any other tariff under which transmission service may be available in the region.

3.5 Ancillary Services. Until the existence of a suitable ancillary services market approved by FERC for use by the Midwest ISO, Generator is obligated to provide ancillary services, within its manufacturer's design limitations, to the Midwest ISO and ITC, as applicable, at rates, terms and conditions established by FERC; provided, however, that the failure to have any such rates shall not be a basis for Generator to refuse to provide such services. The Midwest ISO and ITC will select ancillary services from generators in a comparable manner so as to not unduly burden any one generator. This will apply on a case-by-case basis for each ancillary service. During the existence of an ancillary services market approved by FERC for use by the Midwest ISO and ITC, as applicable, Generator specifically reserves unto itself, its successors and assigns, the right and option, but not the obligation, to provide ancillary services into an ancillary services market, whether or not such ancillary services are addressed in this Agreement. Ancillary services required to satisfy OATT requirements, either directly via contract or indirectly to satisfy self-provision requirements, shall be provided by Generator at the direction of the Midwest ISO or ITC, as applicable.

3.6 Cost Sharing with Subsequent Generators. Within the twelve (12)-month period after the date of this Agreement, the Midwest ISO shall notify Generator of any Interconnection and Operating Agreement entered into by the Midwest ISO after the date of this Agreement with a Subsequent Generator providing for Interconnection Service that, in the judgment of the Midwest ISO, may benefit from the Transmission Owner Interconnection Facilities and/or the Interconnection System Upgrades installed and operation and maintenance expenses incurred pursuant to this Agreement. Within twenty-four (24) months after the date of this Agreement, but in no event later than twelve (12) months after termination of this Agreement, Generator may request the Midwest ISO to conduct a study, at Generator's expense, to determine whether the Subsequent Generator should share costs with Generator for the Transmission Owner Interconnection Facilities and/or Interconnection System Upgrades required to be installed pursuant to this Agreement, including Generator's obligation to reimburse Transmission Owner for actual operation and maintenance costs pursuant to Section 4.10, that are beneficial, or may be beneficial, to provide Interconnection Service to the Subsequent Generator.

Cost sharing between Generator and the Subsequent Generator shall not be authorized under this Section 3.6 unless this Agreement and the Interconnection and Operating Agreement of the Subsequent Generator were executed within one (1) year of one another. The Transmission Owner Interconnection Facilities and Interconnection System Upgrades, including Generator's obligation to reimburse Transmission Owner for actual operation and maintenance costs pursuant to Section 4.10, shall be considered beneficial to the provision of Interconnection Service to Generator as required by this Agreement and the Subsequent Generator when the provision of Interconnection Service to the Facility and each of the generating facilities of the Subsequent Generator, independent of the other, would have required the installation of the Transmission Owner Interconnection Facilities and/or the Interconnection System Upgrades to receive Interconnection Service. If the study finds that the Transmission Owner Interconnection Facilities and/or the Interconnection System Upgrades installed pursuant to this Agreement, including Generator's obligation to reimburse Transmission Owner for actual operation and maintenance costs pursuant to Section 4.10, are beneficial to the Interconnection Service provided to the Subsequent Generator, Generator shall be responsible for negotiating with the Subsequent Generator to arrive at an agreement between Generator and the Subsequent Generator that, unless otherwise agreed by Generator and the Subsequent Generator, provides for the sharing of costs in proportion to the maximum capability of the Facility and the generating facilities of the Subsequent Generator. The Midwest ISO and Transmission Owner shall not be parties to such agreement and shall not be responsible for the negotiation of such agreement. Nothing in such agreement shall be deemed to relieve Generator of any obligations under this Agreement or Subsequent Generator of any obligation under its Interconnection and Operating Agreement or similar agreement including, but not limited to, payment to the Transmission Owner for the cost of the Transmission Owner Interconnection Facilities and Interconnection System Upgrades and reimbursement to Transmission Owner for actual operation and maintenance costs associated with the Transmission Owner Interconnection Facilities.

3.7 Cost Sharing with Prior Generators. Generator acknowledges that a Prior Generator may have the right to request the Midwest ISO to conduct a study, at the Prior Generator's expense, to determine whether Generator should share costs with the Prior Generator for the Transmission Owner Interconnection Facilities and/or Interconnection System Upgrades installed or required to be installed pursuant to the Interconnection and Operating Agreement or similar agreement of the Prior Generator, including Prior Generator's obligation to reimburse Transmission Owners for actual operation and maintenance costs associated with the Transmission Owners Interconnection Facilities, that are beneficial, or may be beneficial, to provide Interconnection Service to Generator under this Agreement. Cost sharing shall not be required under this Section 3.7 unless this Agreement and the Interconnection and Operating Agreement or similar agreement of the Prior Generator were executed within one (1) year of one another. The Transmission Owner Interconnection Facilities and Interconnection System Upgrades and Prior Generator's operation and maintenance cost reimbursement obligation shall be considered beneficial to the provision of Interconnection Service to Generator and the Prior Generator when the provision of Interconnection Service to the Facility and each of the generating facilities of the Prior Generator, independent of the other, would have required the Transmission Owner Interconnection Facilities and/or the Interconnection System Upgrades to receive Interconnection Service.

If the study finds that the Transmission Owner Interconnection Facilities and/or the Interconnection System Upgrades installed or required to be installed pursuant to the Interconnection and Operating Agreement or similar agreement of the Prior Generator are beneficial to the Interconnection Service provided to Generator under this Agreement, Generator shall negotiate in good faith with the Prior Generator to arrive at an agreement between Generator and the Prior Generator that, unless otherwise agreed by Generator and the Prior Generator, provides for the sharing of costs in proportion to the maximum capability of the Facility and the generating facilities of the Prior Generator. The Midwest ISO and Transmission Owner shall not be parties to such agreement and shall not be responsible for the negotiation of such agreement. Nothing in such agreement shall be deemed to relieve Generator of any obligations under this Agreement or Prior Generator of any obligations under its Interconnection and Operating Agreement or similar agreement including, but not limited to, payment to the Transmission Owner for the cost of the Transmission Owner Interconnection Facilities and Interconnection System Upgrades and reimbursement to Transmission Owner for actual operation and maintenance costs associated with the Transmission Owner Interconnection Facilities.

ARTICLE 4 OPERATIONS

- 4.1 General.** The respective performances of the Midwest ISO, Transmission Owner, and Generator under this Agreement shall comply with the Interconnection Guidelines attached hereto in Appendix D and the requirements, directions, manuals, standards, and guidelines of NERC, the Applicable Reliability Council and the Control Area in which the Facility is electrically located. To the extent that this Agreement does not specifically address or provide the mechanisms necessary to comply with such Interconnection Guidelines and NERC, the Applicable Reliability Council and Control Area requirements, directions, manuals, standards, or guidelines, each Party shall provide to the other Party all such information available or reasonably obtainable as may reasonably be required to comply with such requirements, directions, manuals, standards, or guidelines and shall operate, or cause to be operated, their respective facilities in accordance with such requirements, directions, manuals, standards, or guidelines. To the extent that the Midwest ISO or the Transmission Owner is assessed any penalties or other costs by NERC, the Applicable Reliability Council or such Control Area and such penalties or other costs are due to Generator's action or inaction, Generator shall reimburse the Midwest ISO and/or Transmission Owner for such penalties or other costs.
- 4.2 Coordination Contact.** The Parties shall each identify one representative to serve as a "Coordination Contact" to be the initial point of contact and coordinate the communication between the Parties in implementing this Agreement. Each Party shall notify the other Parties in writing of the personnel that it has appointed as its Coordination Contact.

4.3 Midwest ISO and Transmission Owner Obligations. The Midwest ISO and the Transmission Owner shall cause the Transmission System and the Transmission Owner Interconnection Facilities to be operated, maintained and controlled (i) in a safe and reliable manner; (ii) in accordance with Good Utility Practice; (iii) in accordance with the Interconnection Guidelines, applicable operational and/or reliability criteria, protocols, and directives, including those of the Applicable Reliability Council; (iv) in accordance with Applicable Laws and Regulations; and (v) in accordance with the provisions of this Agreement. The Midwest ISO and, as applicable, the ITC shall have the responsibility to provide functional control and direction of the Transmission System, and the Transmission Owner shall have direct control of the Transmission System. This responsibility and control will require that, from time to time, the Midwest ISO or Transmission Owner will provide operating instructions to Generator consistent with this Agreement, Good Utility Practice, applicable operational and/or reliability criteria, protocols, and directives, including those of the NERC, the Applicable Reliability Council and Applicable Laws and Regulations. Normal operating procedures and protocols to be observed by the Midwest ISO, the Transmission Owner, and the Generator shall be established in advance. Generator shall inform the Midwest ISO and Transmission Owner of any consequential, negative impacts on Generator of the direction provided by the Midwest ISO or Transmission Owner to Generator.

The Midwest ISO and Transmission Owner shall factor these impacts into the direction it then provides to Generator. Any direction provided to Generator shall follow Good Utility Practice, applicable operational and/or reliability criteria, protocols, and directives, including those of NERC, the Applicable Reliability Council and Applicable Laws and Regulations, and shall consider the machine limitations of the Facility and will be consistent with this Agreement. To the extent that the direction ultimately provided to Generator by the Midwest ISO or Transmission Owner has a consequential, negative impact or impacts on Generator, the Midwest ISO or Transmission Owner shall compensate Generator in accordance with Generator's FERC tariff then in effect or rates negotiated in advance with the Midwest ISO, as applicable, except that if such direction is required due to non-compliance, Default or Breach by the Generator under this Agreement, no compensation shall be paid by the Midwest ISO or Transmission Owner.

- 4.4 Generator Obligations.** Generator shall operate and control the Facility and the Generator Interconnection Facilities (i) in a safe and reliable manner; (ii) in accordance with Good Utility Practice; (iii) in accordance with the Interconnection Guidelines, applicable operational and/or reliability criteria, protocols, and directives, including those of the Applicable Reliability Council, the Midwest ISO, and Transmission Owner; (iv) in accordance with Applicable Laws and Regulations; and (v) in accordance with the provisions of this Agreement. Nothing in this Agreement should be construed as creating any obligation that Generator operate the Facility and the Generator Interconnection Facilities as part of any Control Area operated by a Transmission Owner or the Midwest ISO. The Generator shall operate the Facility and the Generator Interconnection Facilities in accordance with the requirements of the Control Area of which it is part and in accordance with all directives of its Control Area Operator and security coordinator, provided that such requirements and directives are not inconsistent with this Agreement, the Midwest ISO OATT, Good Utility Practice and NERC policies and standards and the directives of the Midwest ISO and ITC, as applicable, in accordance therewith.

- 4.5 Access Rights.** Consistent with the provisions of Sections 6.3 and 9.1.7, the Parties shall provide each other with access rights as permissible to the property of the providing party as may be necessary for a Party's performance of their respective operational obligations under this Agreement; provided that, notwithstanding anything stated herein, a Party performing operational work within the boundaries of the other Party's facilities must abide by the rules applicable to that site.
- 4.6 Switching and Tagging Rules.** The Parties shall abide by their respective Switching and Tagging Rules for obtaining clearances for work or for switching operations on equipment. Such Switching and Tagging Rules shall be developed in accordance with OSHA standards codified at 29 CFR Part 1910, or successor standards.

4.7 Reactive Power.

4.7.1 Obligation to Supply Reactive Power. Generator shall supply reactive power to the Transmission System in accordance with Good Utility Practice, applicable operational and/or reliability criteria, protocols, and directives, including those of NERC, the Applicable Reliability Council, Applicable Laws and Regulations and this Agreement. Generator shall respond to requests from the Midwest ISO or, as applicable, the ITC to increase or decrease generator reactive power output in a manner consistent with Generator's obligation to operate and control the Facility as set forth in Section 4.4. The Midwest ISO and ITC shall exercise Reasonable Efforts under current operating circumstances to provide Generator with such schedules or levels at least one (1) day in advance, provided the Midwest ISO and ITC shall have the right to make changes to such schedule or levels in a manner consistent with the second sentence of this Section 4.7.1. The Facility shall generate such reactive power from the Facility's equipment connected to, and operating in parallel with, the Transmission System and within the manufacturer's design limitations of the Facility, provided that a schedule shall be provided to Generator in advance. Such limitation shall be in accordance with Section 4.7.2. If Generator supplies any reactive power or voltage control service to the Transmission System, the Midwest ISO or ITC shall arrange for payment to Generator in accordance with Generator's FERC tariff in effect at such time until a Midwest ISO or ITC rate becomes effective.

4.7.2 Reactive Power Standards. The Facility power factor design limitation minimum requirement shall be a reactive power capability sufficient to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor between 0.95 leading and 0.90 lagging. Under normal operating conditions, Generator shall operate the Facility to maintain a voltage schedule at the Point of Interconnection as prescribed by the Midwest ISO or, as applicable, the ITC and within the manufacturer's power factor design limitations for the Facility. In the event that the voltage schedule at the Point of Interconnection cannot be or is not maintained within this requirement, the Midwest ISO or ITC may request Generator to operate the Facility (within the manufacturer's design limitation of the equipment in service that is physically available for operation at the time) to produce increased or decreased, as appropriate, available reactive power output (measured in MVAR) in order to achieve the prescribed voltage schedule, provided that the Midwest ISO or ITC has requested other generating facilities and other reactive compensation resources in the affected area to produce increased available reactive power output (measured in MVAR) in order to achieve the prescribed voltage schedule. Generator shall promptly comply with such requests made by the Midwest ISO or ITC. In the event that under normal Transmission System operating conditions the Facility is unable to consistently maintain a voltage schedule, a reactive schedule or power factor schedule, whichever is applicable, at the Point of Interconnection as specified in the Interconnection Guidelines, Generator shall take such steps as are appropriate, within Generator's judgment and the manufacturer's design limitations of the Facility, to reconfigure and/or operate the Facility to meet the standards specified by this Section 4.7.2, provided Generator is compensated for such action pursuant to a FERC tariff then in effect.

Records of requests made by the Midwest ISO, and records indicating actual responses to these requests, shall be maintained by the Midwest ISO and ITC and subject to a third-party independent audit at Generator's request and expense. Any such request for an audit shall be presented to the Midwest ISO or ITC by Generator no later than twenty-four (24) months following a request by the Midwest ISO request for reactive power in accordance with this Section 4.7.2. For purposes of this Section 4.7.2, physical availability of equipment or the Facility shall not be based on economic considerations.

- 4.8 Scheduling.** Generator shall submit schedules, either directly or through an agent, to the Midwest ISO or, as applicable, ITC in accordance with the Midwest ISO OATT.
- 4.9 Redispatch for Congestion Management.** Generator shall comply with the FERC-authorized congestion management policies and procedures of Midwest ISO.

- 4.10 Operating Expenses.** Generator shall be responsible for all expenses associated with operating the Facility and the Generator Interconnection Facilities. Generator shall reimburse the Transmission Owner for the actual cost of operating and maintaining the Transmission Owner Interconnection Facilities incurred by the Transmission Owner, including, but not limited to, the cost of ordinary and extraordinary replacements of equipment, taxes, insurance and applicable administrative and general overheads. Such "Operating Expenses" shall be the type of expenses that would be classified to the following accounts in the FERC's Uniform System of Accounts, 18 CFR Part 101:

Transmission Expenses - Operation

<u>FERC Accounts</u>	<u>Description</u>
560	Operation supervision and engineering
561	Load dispatching
562	Station expenses
563	Overhead line expenses
564	Underground line expenses
565	Transmission of electricity by others
566	Miscellaneous transmission expenses
567	Rents
567.1	Operation supplies and expenses

Transmission Expenses - Maintenance

<u>FERC Accounts</u>	<u>Description</u>
568	Maintenance supervision and engineering
569	Maintenance of structures
570	Maintenance of station equipment
571	Maintenance of overhead lines
572	Maintenance of underground line expenses
573	Maintenance of miscellaneous transmission plant
574	Maintenance of transmission plant

In addition, an allocation of applicable Administrative and General Expenses FERC Accounts 920 through 935 would apply.

- 4.11 Protection and System Quality.** Generator shall, at its expense, install, maintain, and operate System Protection Facilities as a part of the Facility and the Generator Interconnection Facilities. Any System Protection Facilities that may be required on the Transmission Owner Interconnection Facilities or the Transmission System in connection with the operation of the Facility shall be installed by the Transmission Owner at Generator's expense.

4.11.1 Requirements for Protection. In compliance with applicable Interconnection Guidelines, and NERC and Applicable Reliability Council requirements, Generator shall provide, install, own, and maintain relays, circuit breakers, and all other devices necessary to promptly remove any fault contribution of the Facility to any short circuit occurring on the Transmission System not otherwise isolated by the Transmission Owner equipment. Such protective equipment shall include, without limitation, a disconnecting device or switch with load interrupting capability to be located between the Facility and the Transmission System at an accessible, protected, and satisfactory site selected upon mutual agreement of the Parties. Generator shall be responsible for protection of the Facility and Generator's other equipment from such conditions as negative sequence currents, over-or under-frequency, sudden load rejection, over-or under-voltage, and generator loss-of-field. Generator shall be solely responsible for provisions to disconnect the Facility and Generator's other equipment when conditions on the Transmission System could adversely affect the Facility.

4.11.2 System Quality. The design and operation of the Facility shall not cause excessive voltage excursions nor cause the voltage to drop below or rise above the range specified in the planning criteria defined in the Interconnection Guidelines and consistent with Generator's obligation to meet the voltage schedule specified by the Midwest ISO or, as applicable, the ITC. The Facility and Generator Interconnection Facilities shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard including the Interconnection Guidelines. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard and the Interconnection Guidelines, ANSI Standard C84.1-1989 or the applicable superseding electric industry standard, shall control.

4.11.3 Midwest ISO and Transmission Owner Right to Inspect. The Midwest ISO and Transmission Owner shall have the right, but shall have no obligation or responsibility to (i) observe Generator's tests and/or inspection of any of Generator's System Protection Facilities and other protective equipment; (ii) review the settings of Generator's System Protection Facilities and other protective equipment; and (iii) review Generator's maintenance records relative to the Facility, Generator Interconnection Facilities and/or Generator's System Protection Facilities and other protective equipment. The foregoing rights may be exercised by the Midwest ISO and/or Transmission Owner from time to time as deemed necessary by the Midwest ISO and/or Transmission Owner upon reasonable notice to Generator. However, the exercise or non-exercise by the Midwest ISO or Transmission Owner of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement or confirmation of any aspect, feature, element, or condition of the Facility, the Generator Interconnection Facilities or Generator's System Protection Facilities or other protective equipment or the operation thereof, nor as a warranty as to the fitness, safety, desirability, or reliability of same. Any information obtained by the Midwest ISO or Transmission Owner through the exercise of any of its rights under this Section 4.11.3 shall be deemed to be Confidential Information.

4.11.4 Generator Right to Inspect. Generator shall have the right, but shall have no obligation or responsibility to (i) observe Transmission Owner's tests and/or inspection of any of Transmission Owner Interconnection Facilities and associated protective equipment; (ii) review the settings of such Transmission Owner's protective equipment; and (iii) review Transmission Owner's maintenance records relative to the Transmission Owner Interconnection Facilities and associated protective equipment. The foregoing rights may be exercised by Generator from time to time as deemed necessary by the Generator upon reasonable notice to Transmission Owner. However, the exercise or non-exercise by Generator of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement or confirmation of any aspect, feature, element, or condition of the Transmission Owner Interconnection Facilities and associated protective equipment or the operation thereof, nor as a warranty as to the fitness, safety, desirability, or reliability of same.

4.12 Nuclear Regulatory Commission. To the extent required by Applicable Law and Regulations, the Midwest ISO or, as applicable, the ITC shall abide by all Nuclear Regulatory Commission regulations associated with operating and scheduling transmission facilities associated with nuclear generating units to ensure the safety and reliability of such facilities. These requirements shall be documented in Appendix E.

4.13 Outages, Interruptions, and Disconnection.

4.13.1 Outage Authority and Coordination. Absent the existence or imminence of an Emergency Condition, each Party may, after notifying the other Parties in accordance with Good Utility Practice, and in cooperation with each other, remove from service its facilities that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. The Party scheduling a removal of a facility from service shall use Reasonable Efforts to schedule such removal on a date mutually acceptable to all Parties, in accordance with Good Utility Practice.

4.13.2 Outage Planning. Generator shall submit its planned generating unit maintenance schedules to the Midwest ISO and Transmission Owner for

a minimum of a rolling twelve (12)-month period. The planned maintenance schedules shall be updated as necessary.

4.13.2.1 Voluntary Changes. If Generator voluntarily accepts a change to the maintenance schedule submitted to the Midwest ISO to support a Midwest ISO or ITC request, Generator shall be compensated for any unavoidable costs of rescheduling such maintenance. To the extent practicable, these costs shall be determined by negotiation between the Midwest ISO or ITC and Generator prior to implementation of the voluntary change in maintenance schedules and shall not reflect costs recovered in accordance with Section 7.6.1.

4.13.3 Nuclear Generating Facilities. The Midwest ISO or, as applicable, ITC shall enter into written agreements with operators of nuclear generating facilities which define planned transmission and generating unit maintenance scheduling criteria, limitations and restrictions based on Nuclear Regulatory Commission requirements and necessary to ensure the safety and reliability of the nuclear generating facility operations.

4.13.4 Outage Restoration.

4.13.4.1 Unplanned Outage. In the event of an unplanned outage of a Party's facility that adversely affects the other Party's facilities, the Party that owns or controls the facility out of service shall use Reasonable Efforts to promptly restore that facility to service.

4.13.4.2 Planned Outage. In the event of a planned outage of a Party's facility that adversely affects the other Party's facilities, the Party that owns or controls the facility out of service shall use Reasonable Efforts to promptly restore that facility to service, in accordance with the notice given pursuant to Section 4.13.1.

4.13.5 Disconnection.

4.13.5.1 Disconnection after Agreement Terminates. Upon termination of this Agreement by its terms, the Transmission Owner may disconnect the Facility from the Transmission System in accordance with a plan for disconnection upon which the Parties agree.

4.13.5.2 Disconnection after Under-Frequency Load Shed Event.

In the event of an under-frequency system disturbance, the Transmission System is designed to automatically activate a load shed program as described in the Interconnection Guidelines. To ensure “ride through” capability of the Transmission System, Generator shall implement an under-frequency relay set point for the Facility as described in the Interconnection Guidelines.

4.14 Continuity of Service. Subject to the provisions of this Section 4.14, if required by Good Utility Practice to do so, the Midwest ISO or ITC may require Generator to curtail, interrupt or reduce deliveries of electricity if such delivery of electricity adversely affects the Midwest ISO’s or Transmission Owner’s ability to perform such activities as are necessary to safely and reliably operate the Transmission System or interconnected sub-transmission or distribution system. The following provisions shall apply to any curtailment, interruption or reduction permitted under this Section 4.14:

- (a) The curtailment, interruption, or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;
- (b) Any such curtailment, interruption, or reduction shall be made on an equitable, non-discriminatory basis with respect to all generators directly connected to the Transmission System;
- (c) When the curtailment, interruption, or reduction must be made under circumstances which do not allow for advance notice, the Midwest ISO or, as applicable, ITC shall notify Generator by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;
- (d) Except during the existence of an Emergency Condition, when the curtailment, interruption, or reduction can be scheduled, the Midwest ISO or, as applicable, ITC shall notify Generator in advance regarding the timing of such scheduling and further notify Generator of the expected duration. The Midwest ISO and ITC shall use Good Utility Practices to schedule the curtailment or interruption **to coincide with the scheduled outages of the Facility, and if not possible, the Midwest ISO or ITC, as applicable, shall use Good Utility Practice to schedule the curtailment or interruption during non-peak load periods;**

- (e) The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice; and
- (f) Notwithstanding any other provision of this Agreement, neither the Midwest ISO nor Transmission Owner shall be obligated to accept, and the Midwest ISO or Transmission Owner may require Generator to curtail, interrupt or reduce, deliveries of energy if such delivery of energy impairs the ability of the Transmission Owner to construct, install, repair, replace or remove any of its equipment or any part of its system or if the Midwest ISO or Transmission Owner determine that curtailment, interruption or reduction is necessary because of an Emergency Condition, forced outages, operating conditions on its system, or any reason otherwise required by Applicable Laws and Regulations. Prior to any such curtailment, interruption or reduction, the Midwest ISO or Transmission Owner shall exercise good faith efforts under the circumstances to provide Generator with reasonable notice thereof.