

**ARTICLE XIX
AUDIT RIGHTS**

19.1 Right to Audit. Either Party shall have the right, during normal business hours and upon prior reasonable notice to the other Party, to audit each other's accounts and records pertaining to either party's performance and/or satisfaction of obligations arising under this Agreement, for a period of two years from the date of the action to be audited.

19.2 Location and Scope. Any audit conducted in accordance with this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this Agreement.

**ARTICLE XX
DISPUTES**

20.1 Submission. Any claim or dispute, which either Party may have against the other, arising out of the Agreement shall be submitted in writing to the other Party not later than sixty (60) days after the circumstances which gave rise to the claim or dispute have taken place. The submission of any claim or dispute shall include a concise statement of the question or issue in dispute, together with relevant facts and documentation to fully support the claim.

20.2 Alternative Dispute Resolution. If any such claim or dispute arises, the Parties shall use their best efforts to resolve the claim or dispute, initially through good faith negotiations or upon the failure of such negotiations, through mutually agreed to or FERC's Alternative Dispute Resolution ("ADR") techniques; however, either Party may terminate its participation in ADR during any stage of ADR and proceed to submit such claim to arbitration in accordance with Section 20.3.

20.3 Arbitration. If any claim or dispute arising hereunder is not resolved within sixty (60) days after notice thereof to the other party, either Party may demand in writing the submission of the dispute to binding arbitration and shall be heard by one neutral arbitrator under the American Arbitration Association's Commercial Arbitration Rules.

20.4 Time Limitation. The arbitration process shall be concluded not later than six (6) months after the date that it is initiated and the award of the arbitrator shall be accompanied by a reasoned opinion if requested by either Party. The arbitrator shall have no authority to award punitive or treble damages or any damages inconsistent with Article XVIII hereof. The arbitration shall be conducted as a common law arbitration and the decision of the arbitrator rendered in such a proceeding shall be final. Judgment may be entered upon it in any court having jurisdiction.

20.5 Procedures. The procedures for the resolution of disputes set forth herein shall be the sole and exclusive procedures for the resolution of disputes; provided, however, that a Party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the procedures specified herein.

All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified herein are pending. The Parties will take such action, if any, required to effectuate such tolling. Each Party is required to continue to perform its undisputed obligations under this Agreement pending final resolution of a dispute. All negotiations pursuant to these procedures for the resolution of disputes will be confidential, and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence.

20.6 Rights Under the Federal Power Act. Nothing in this Article shall restrict the rights of any Party to exercise the Federal Power Act rights, which rights are preserved under Section 21.3 of this Agreement.

**ARTICLE XXI
MISCELLANEOUS**

21.1 Notices. Any notice, request, demand, statement and/or payment provided for in this Agreement, except as otherwise provided herein, shall be in writing and shall be sent to the Parties hereto at the following addresses:

Company: Central Illinois Light Company
Attention: Energy Control
300 Liberty Street
Peoria, IL 61602-1404
Facsimile: (309) 677-5617
Tel: (309) 677-5625

and

Central Illinois Light Company
Attn: FERC Rate Administrator
300 Liberty Street
Peoria, Illinois 61602-1404
Facsimile:(309)677-7579
Tel: (309)677-5561

Operator: Operator

Attn: _____

Phone: _____
Fax: _____

Any notice, request, demand, and/or payment shall be deemed to have been given and received when personally delivered or upon receipt as evidenced by a U.S. Postage Service receipt for certified mail or evidence of delivery by a private express mail service. Either Party may change the address to which notices are provided by written notice to the other Party.

21.2 Governing Law.

(a) This Agreement and all rights and obligations of the Parties hereunder are subject to all applicable Illinois and Federal laws and all applicable duly promulgated orders and regulations and duly authorized actions taken by the executive, legislative or judicial branches of government, or any of their respective agencies, departments, authorities or other instrumentalities having jurisdiction.

(b) When not in conflict with or preempted by federal law, this Agreement will be governed by and construed in accordance with the law of the State of Illinois without giving effect to the conflict of law principles thereof.

21.3 Federal Power Act Rights Reserved. Nothing contained in this Agreement shall be construed as affecting in any way the ability of any Party to this Agreement to exercise its rights under the Federal Power Act and pursuant to FERC's rules and regulations promulgated thereunder, including but not limited to, the Company's unilateral right to make application to FERC for a change in the rates, terms and/or conditions of this Agreement under Section 205 of the Federal Power Act and the Operator's right to file a complaint under Section 206.

21.4 Taxes. Each party agrees to pay any and all local, state, federal sales, use, excise or any other taxes which are now, or in the future may be, assessed and legally owed by such Party pertaining to goods provided and/or the services performed under this Agreement. Each Party shall be responsible for any income taxes that apply to the moneys it receives hereunder.

21.5 Relationship of the Parties. Nothing in this Agreement is intended to create a partnership, joint venture or other joint legal entity making any Party jointly severally liable for the acts of the other party. Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons by that party to perform under this Agreement, including all federal, state, and local income, social security, payroll and employment taxes and statutorily-mandated workers' compensation coverage. None of the person employed by either Party shall be considered employees of the other Party for any purpose, nor shall either Party represent to any person that such persons are or shall become employees of the other Party.

21.6 Entire Agreement. This Agreement, including all schedules, appendices and other attachments hereto and made part hereof, is the Parties' complete and exclusive statement of the terms of the Agreement and the matters contemplated herein. All prior written and oral understandings, offers or other communications of every kind pertaining to the subject matter of this Agreement are hereby superseded.

21.7 Waiver. Delay by any Party in enforcing its rights under this Agreement shall not be deemed a waiver of such rights. Any waiver of rights by any Party with respect to any default or other matter arising under this Agreement shall not be deemed a waiver with respect to any other default or other matters arising under this Agreement.

21.8 Amendment and Modification. This Agreement may be amended or modified only by a writing executed by the authorized representatives of both Parties. Any amendment or modification that is not in writing and so executed shall be null and void from its inception.

21.9 Severability. If any term, condition, covenant, restriction or other provision of this Agreement is held by a court or regulatory agency of competent jurisdiction or by legislative enactment to be invalid, void or otherwise unenforceable, the remainder of the terms, conditions, covenants, restrictions and other provisions of this Agreement shall remain in full force and effect unless such an interpretation would materially alter the rights and privileges of any Party hereto. If any term, condition, covenant, restriction or other provision of this Agreement is held invalid, void or otherwise unenforceable, the Parties shall attempt to negotiate an appropriate and equitable replacement, revision or adjustment to the provision of this Agreement to restore the benefits and obligations conferred under the original Agreement.

21.10 Headings and Captions. Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

21.11 Counterparts. This Agreement may be executed in any number of counterparts which may be executed at different times. Each counterpart, including applicable individual attachments shall constitute an original but all such counterparts together shall constitute one and the same instrument.

21.12 No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties, any rights or remedies under or by reason of this Agreement.

***** Signature Page Follows *****

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first above written.

**CENTRAL ILLINOIS LIGHT
COMPANY**

By: _____
Its: _____

OPERATOR

By: _____
Its: _____

SCHEDULE A

Energy shall be delivered at the points where CILCO's electric distribution line attaches to the side of the transformers owned by the Operator, as specified below:

Duck Creek	345,000 @ high side
Edwards Units 1 and 2	69,000 @ high side
Edwards Unit 3	138,000 @ high side
Sterling Avenue	13,200 @ low side

SCHEDULE B

Administration Charge

On each business day, Central Illinois Light Company will read the meters at each Facility through its dial-up meter reading system, process the readings and thereafter report such readings monthly to Operator. The meter readings and electronic reporting both occur after the fact and do not reflect real time energy output from each Facility.

A monthly charge of \$ _____

SCHEDULE C

Metering Charge

Monthly meter charge: \$ _____

SCHEDULE D

**OPERATION OF GENERATION CONNECTED TO CENTRAL
ILLINOIS LIGHT COMPANY'S
TRANSMISSION/DISTRIBUTION SYSTEM**

I. Objectives

This policy states the minimum requirements for safe and effective operation of an independent power Operator's interconnect. CILCO and Operator engineers shall be guided by this document when planning an interconnect between CILCO and Operator-owned generation.

II. Management Policy

It is the policy of CILCO to permit any Operator to operate his/her generating equipment in parallel with CILCO's electric system whenever this can be done without adverse effects to the general public, to CILCO's equipment, or to CILCO's personnel. Certain protective devices (relays, circuit breakers, etc.), specified by CILCO, shall be installed at any location where a Operator desires to operate generation in parallel with CILCO's system. The purpose of these devices is to promptly remove the backfeed from the Operator's generation whenever a fault or abnormality occurs, so as to protect the general public and the CILCO facilities and personnel from damage or injury due to fault currents produced by the Operator's generator(s).

CILCO shall not assume any responsibility for protection of the Operator's generator(s), or of any other portion of the Operator's electrical equipment. The Operator is solely responsible for protecting his/her equipment in such a manner that faults or other disturbances on CILCO's system do not cause damage to the Operator's equipment.

CILCO reserves the right to an annual on-site inspection of Operator's equipment to ensure proper operating conditions.

III. Initial Contact Procedure

The Operator must supply the CILCO Distribution Representative with the following information:

- A. Generator Data – size, type, subtransient reactance, transient reactance, time constants, etc., required to perform electric system dynamics and short circuit analysis. Specific data requirements are dependent upon the size of the generator and are listed on Exhibit A, the "Application for Parallel Operation with Central Illinois Light Company."
- B. Overall one-line diagram of Operator's electrical system indicating generator location and interconnection point with CILCO.

- C. Drawings for single-phase installations showing the control schematics of the protective scheme used to isolate and/or separate for faults on the CILCO system. The location and ratios of the current transformers and potential transformers used for the isolation protection should be included. Two sets of drawings are required on three-phase installations. These will be custom-designed by CILCO Electric Engineering and Operator representatives.
- D. Location of facility and desired in-service date.

CILCO will then:

- E. Determine the Company's ability to comply with Operator's request.
- F. Review and approve all details of Operator's proposed installation package. Any changes required by CILCO shall be made and noted on Operator's drawing and returned for updating. Final approval for operation shall not be given until final copies of as-installed package have been received. (Comments and changes will be limited to the design which concerns the protection of CILCO's system and customers.)
- G. Give temporary approval for installation of package with final approval after:
 - 1. Major equipment tests are completed.
 - 2. Protective relay tests are completed.
 - 3. Functional tests are completed on tripping and interlock schemes before energization and synchronizing is verified.
 - 4. All revised one-line and as-installed schematics have been received by the Company.
 - 5. An on-site inspection is performed by CILCO Engineering.
 - 6. An Agreement For Operator Cogeneration is signed by both parties.

The Company shall witness the tests referenced in Items 1, 2 and 3 above.

- H. Provide the appropriate written agreements for execution by both Company and Operator.

IV. General Requirements

These requirements apply to all three-phase and single-phase generators that may operate in parallel with the CILCO system. Section V provides additional requirements for three-phase generators and Section VI provides additional requirements for single-phase generators.

- A. As a first step in gaining CILCO-approval for parallel operation, the Operator shall complete and sign Exhibit A, "Application for Parallel Operation with

Central Illinois Light Company." (1000 KVA and larger must also fill out Exhibit B.)

- B. Any protective relaying or equipment additions or changes on properties of CILCO that may be required by interconnection with the Operator's generator(s) shall be accomplished by CILCO at the Operator's expense. This may include, but is not limited to, the upgrading of transformer insulation levels and lightning arrester ratings and the replacement of circuit breakers due to increased fault current levels.
- C. The Company may require, at Operator's expense, a dedicated transformer(s) to serve said Operator.
- D. The Operator shall be solely responsible for properly synchronizing his/her generator(s) with the utility.
- E. When the CILCO service experiences a scheduled or unscheduled outage, an automatic relaying scheme must prevent the CILCO service from being energized by Operator generation. This protective scheme must be initiated by loss of voltage on any and all phases of CILCO's service. Also, if any line-to-ground or line-to-line service voltage drops below 85% of nominal voltage, the protective scheme must be initiated within one (1) second.
- F. In order to ensure public and personnel safety, and minimize equipment damage, the Operator's generator must be quickly isolated in case of any electrical fault (three-phase, line-to-line, line-to-ground, etc.) on CILCO's system. This isolation must be accomplished automatically and within one (1) second of a fault occurrence.
- G. The Operator's generating equipment shall not cause objectionable interference with the electric service provided to other customers of the Company. In order to minimize the interference of the Operator's parallel generation with the Company's electric service operation, the Operator's generation shall meet the following criteria:
 - 1. Voltage. The Operator's generating equipment shall not cause excessive voltage excursions. The Operator will operate his/her generating equipment in such manner that the maintained voltage levels are in the same range as if the generating equipment were not connected to the system. The Operator shall provide an automatic method of disconnecting his/her generating equipment from the Company's facilities within one (1) second or less if the voltage cannot be maintained within this tolerance.
 - 2. Flicker. The Operator shall not cause excessive voltage flicker on the electric facilities of the Company. This flicker shall not exceed 2% as measured at the primary of the dedicated transformer or as measured at the Operator's service equipment.

3. Frequency. The operating frequency of the Operator's generating equipment shall be 60 hertz. To assure proper coordination with the Company's automatic under-frequency load shedding program, the Operator shall provide an automatic method of disconnecting his/her generating equipment from Company facilities within 0.2 seconds if the frequency exceeds 60.5 hertz or drops below 58.3.
 4. Harmonics. The Operator's generating equipment shall not introduce excessive distortion to the Company's sinusoidal voltage waves. The maximum allowable voltage distortion must not exceed 5% of the fundamental 60 hertz voltage for the square root of the sum of the squares of the harmonics, and 2% of the fundamental for any individual harmonic which shall be measured at the customer service point.
- H. CILCO may require that a communication channel be installed, at Operator expense, as part of the relay protection scheme. This channel may be a leased telephone circuit, power line carrier, CILCO-owned pilot wire circuit, microwave, or other means to be determined by CILCO.
 - I. If CILCO is requested to do work on the Operator's premises, an inspection of the work area may be made by CILCO operating personnel. If hazardous working conditions are detected, the Operator shall be required to correct the unsafe condition before CILCO will perform the requested work.
 - J. Parallel service offered under the conditions outlined herein is subject to the electric service contract terms and provisions under which electrical energy is sold to the Operator. Demands established on the billing meter shall be billed as prescribed in the rate schedule for the applicable class of service.
 - K. In general, any Operator that desires to deliver power to the Company shall modify his/her wiring to accommodate a second watt-hour meter in series with the existing watt-hour meter. The Company shall install two watt-hour meters with detents. One meter shall record the energy sold to the Operator and the other meter shall record energy purchased from the Operator. If the Operator elects to have parallel generation with the Company but does not desire to deliver energy to the Company, the Company shall replace the existing watt-hour meter with a watt-hour meter with detents. The cost of the second watt-hour meter and the extra cost of a watt-hour meter with detents shall be at the Operator's expense.

V. Special Requirements – Three-Phase Generators

The following requirements refer to three-phase generator installations. These requirements are in addition to those outlined in Section IV. General Requirements.

- A. The protective devices (relays, circuit breakers, etc.) required to promptly remove the fault contribution from the Operator's generation, will be designed, owned, operated, and maintained by CILCO. In those cases where CILCO ownership is

not practical, the protective equipment may be owned by the Operator. In these instances, however, the following stipulations shall apply:

1. All protective devices, installed to protect the system from Operator infeed, shall be specified by CILCO.
 2. The installation and check-out of these devices shall be supervised by CILCO and subject to CILCO approval.
 3. All relay settings on the interconnect shall be specified by CILCO.
 4. CILCO reserves the right to verify on demand the calibration and operation of all protective equipment including relays, circuit breakers, etc. at the interconnect location. Verification may include the tripping of the tie breaker by the protective relays.
 5. Switching of the main tie circuit breaker shall be under the operating direction of CILCO. CILCO reserves the right to open the disconnecting device to the Operator for any of the following reasons:
 - a. System emergency
 - b. Inspection of Operator's generating equipment and protective equipment reveals a hazardous condition.
 - c. The Operator's generating equipment interferes with other CILCO customers or with the operation of the CILCO system.
- B. The Operator shall be warned that certain conditions on the utility system may cause negative sequence currents to flow in the Operator's generator. It is the sole responsibility of the Operator to protect his/her equipment from excessive negative sequence currents.
- C. CILCO normally applies automatic reclosing to distribution and transmission circuits. When the CILCO source breaker trips, the Operator shall insure that his/her generator is disconnected from the utility circuit prior to automatic reclosure by the utility. Automatic reclosing out-of-phase with the Operator's generator may cause damage to Operator equipment. The Operator is solely responsible for the protection of his/her equipment from automatic reclosing by CILCO.
- D. Except in unusual instances, CILCO shall not connect Operator generators in parallel with its system through power transformers protected by high-side fuses. This policy is intended to reduce the possibility of damage to the Operator's machines due to negative-sequence currents.
- E. Except in rare instances, to be determined by CILCO, all Operator generators shall be isolated from CILCO-owned equipment by a power transformer. This

transformer shall be connected in such a manner as to isolate the zero-sequence circuit of the Operator's generator from the zero-sequence network of the utility. CILCO shall decide whether this power transformer shall be delta-connected, wye-connected solidly grounded, grounded through an impedance, or ungrounded at the interconnection line voltage.

- F. Direct current generators may be operated in parallel with the CILCO system through a three-phase synchronous inverter. The inverter installation shall be designed such that a utility system interruption shall result in the removal of the inverter infeed to the utility. Harmonics generated by an inverter interface shall not cause any reduction in the quality of service provided to other utility customers.

VI. Special Requirements – Single-Phase Generators

The following requirements refer to a single-phase customer generator installation. These requirements are in addition to those outlined in Section V, paragraph A.

- A. It shall be the Operator's responsibility to provide an adequate protection and control system and to utilize quality equipment so as to meet:
1. The requirements of this policy.
 2. Applicable electrical and safety codes.
 3. The criteria of all applicable licensing authorities.
- B. The Operator shall be required to install, operate and maintain in good order and repair, and without cost to CILCO, all facilities required for the safe operation of the generation facilities in parallel with CILCO's system.
- C. The Operator will be required to furnish a manual load break disconnecting device to separate the Operator's generator from the utility. This disconnecting device will be accessible to and allow padlocking by CILCO personnel.

CILCO reserves the right to open this disconnecting device, isolating the Operator generation, for any of the following reasons:

1. The Operator's generating equipment causes objectionable interference with other customers' electric service, or with the operation of the CILCO system.
2. The Operator's generator output exceeds the operating boundaries outlined in IV. General Requirements, paragraph G.
3. The Operator's control and protective equipment constitutes a hazardous condition. CILCO reserves the right to verify on demand all protective equipment including relays, circuit breakers, etc., at the interconnect

location. Verification may include the tripping of the tie breaker by the protective relays.

4. Personal safety is threatened.

EXHIBIT A

**APPLICATION FOR PARALLEL OPERATION WITH
CENTRAL ILLINOIS LIGHT COMPANY**

The following information must be furnished to Central Illinois Light Company by the Operator or his/her representatives:

Operator's Name: _____

Contact Person: _____

Location: _____ Zip Code: _____

Telephone: _____

Service Point Location: _____
(Name of existing service point or attach map)

The following information shall be furnished upon application by the Operator or his/her representative for consideration in the mutual interest of the Operator and Central Illinois Light Company:

Generator: (Complete all applicable items.)

Station Name: _____

Unit Number: _____

Manufacturer: _____

Type: _____

Kilowatt Rating: _____

Kilovolt-Ampere Rating: _____

Power Factor: _____

Volts: _____

Amperes: _____

Phase and Frequency: _____

R.P.M.: _____

Field Amps: _____

APPENDIX D TO CILCO'S NOTICE OF TRANSFER OF ASSETS

Field Volts: _____

Synchronous Reactance: _____ % on _____ base.

Transient Reactance: _____ % on _____ base.

Subtransient Reactance: _____ % on _____ base.

Negative Sequence Reactance: _____ % on _____ base.

Zero Sequence Reactance: _____ % on _____ base.

Motoring Power: _____ kw _____

Year Installed: _____

Serial Number: _____

Prime Mover:

Manufacturer: _____

Type: _____

Energy Source: Briefly describe the cogeneration, wind, solar, hydro, or other energy source.

I have read the Policy and Procedures for installing a generator to be operated in parallel with CILCO and do hereby agree to comply with all its requirements.

Signed _____

Dated _____

EXHIBIT B**GENERATOR: (MAJOR 3 PHASE SYNCHRONOUS MACHINES, GREATER THAN 1000
KVA)**

Manufacturer: _____
 Type: _____
 R.P.M.: _____
 Rated Kilovolt-Amperes; base KVA for impedance's
 KVA: _____
 Rated Kilovolts; base KV for impedance's
 KV: _____
 Rated power factor
 PF: _____
 Transient open circuit time constant; direct axis in pu
 T'do: _____
 Subtransient open circuit time constant; direct axis in pu
 T''do: _____
 Transient open circuit time constant; quadrature axis in pu
 T'qo: _____
 Subtransient open circuit time constant; quadrature axis in pu
 T''qo: _____
 Inertia constant @ rated speed (KW-Sec/KVA)
 H: _____
 Machine load damping coefficient
 D: _____
 Synchronous reactance; direct axis in pu
 Xd: _____
 Synchronous reactance; quadrature axis in pu
 Xq: _____
 Transient reactance @ rated voltage; direct axis in pu
 X'dv: _____
 Transient reactance @ rated current; direct axis in pu
 X'di: _____
 Transient reactance; quadrature axis in pu
 X'q: _____
 Subtransient reactance @ rated voltage; direct axis in pu
 X''dv: _____
 Subtransient reactance @ rated current; direct axis in pu
 X''di: _____
 Subtransient reactance @ rated current; direct axis in pu
 X''qv: _____
 Subtransient reactance @ rated current; quadrature axis in pu
 X''qi: _____
 Stator leakage reactance in pu

X1: _____

Negative sequence resistance in pu _____

R2: _____

Negative sequence reactance in pu _____

X2: _____

Zero sequence resistance in pu _____

R0: _____

Zero sequence reactance in pu _____

X0: _____

Supply one copy of the manufacturer's machine saturation curve in order to determine the following two values:

Machine saturation at 1.0 pu voltage (see Figure 1)

S(1.0): _____

Machine saturation at 1.2 pu voltage (see Figure 1)

S(1.2): _____

PRIME MOVER:

Manufacturer: _____

Type: _____

Energy source (natural gas, etc.): _____

STEP UP TRANSFORMER:

Manufacturer: _____

Rated Kilovolt-Amperes; base KVA for impedance's

KVA: _____

Rated Kilovolts; base KV for impedance's

KV: _____

Rated impedance @ base KVA in pu

Z: _____

Load Loss _____

KW: _____

Winding connection: _____

Available tap settings: _____

Current tap setting: _____

EXHIBIT C

AGREEMENT FOR PARALLEL OPERATION OF GENERATION

AGREEMENT made and entered into this ____ day of _____, _____, by and between Central Illinois Light Company, Peoria, Illinois (hereinafter called "CILCO"), and _____ (hereinafter called "Operator"):

WHEREAS, Operator is desirous of operating his/her generating equipment in parallel with CILCO's electric system and has made application to CILCO for the installation of certain protective devices at any location where the Operator desires to operate generation in parallel with CILCO system; and

WHEREAS, it is CILCO's policy to permit any Operator to operate his/her generating equipment in parallel with CILCO's electric system whenever this can be accomplished without adverse effects to the general public, to CILCO's equipment or personnel.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings to be kept and performed by the parties hereto, it is agreed as follows:

1. The Operator shall complete an application for parallel operation with Central Illinois Light Company and submit detailed drawings of the proposed installation. Said application is attached and labeled as Exhibit A, "Application for Parallel Operation with CENTRAL ILLINOIS LIGHT COMPANY" (1,000 KVA and larger must also complete Exhibit B).
2. Representatives of CILCO shall meet with Operator at a mutually agreeable time to discuss Operator's proposal.
3. If Operator design meets acceptable CILCO safety standards, approval will be given at that time. If changes to CILCO's system are required, an estimate for charges for services will be given to the Operator. Actual charges will be billed to the Operator upon completion of the changes.
4. Operator agrees to allow CILCO representatives to inspect the installation prior to hookup.
5. Operator agrees to conduct an operational test run with a CILCO representative present.
6. The Operator will be billed for labor and material utilized in the changes to CILCO's system, upon completion of all CILCO work.
7. The Operator agrees to request and receive CILCO's approval prior to making any alterations or modifications to the original installation.

APPENDIX D TO CILCO'S NOTICE OF TRANSFER OF ASSETS

- 8. CILCO shall not assume any responsibility for the protection of Operator's generator(s) or any other portion of the Operator's electrical equipment.
- 9. The Operator is solely responsible for protecting his/her equipment in such a manner that faults or other disturbances on CILCO's systems do not cause damage to the Operator's equipment.
- 10. CILCO reserves the right and the Operator agrees to allow CILCO to conduct annual on site inspections of Operator's equipment to insure proper operating conditions.
- 11. Operator shall be liable for any damage caused to CILCO's equipment or personnel as the result of any deviation from the provisions of CILCO's Policies and Procedures for the Parallel Operation of Generation.

This Agreement shall become effective upon formal application of Operator and shall expire only upon the removal of Operator's Generation Equipment. Operator shall notify CILCO within five business days of the removal of said installation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date here and above first set forth.

CENTRAL ILLINOIS LIGHT COMPANY

Operator

Approved: 20 _____

Date: _____

By: _____

By: (X) _____

Title: _____

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