P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

AGENDA - REGULAR MEETING
COWETA CITY COUNCIL
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, NOVEMBER 3, 2025 6:00 PM

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the Mayor and keep your comments as brief as possible. Individuals addressing the City Council must identify themselves by name prior to making any comments. The City Council will consider, discuss, and may take action on, approve, adopt, amend, reject, deny, table, or not take action on any item listed on this agenda after comments from staff and the City Council have been heard.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL
Naomi Hogue ____ Jeremy Barnett____ Lauren Givan ____ Joshua Wilburn ____
Donald Vieth ____

IV. GENERAL CITY COUNCIL COMMENTS
(During the General City Council Comments section of the agenda, the City Council shall make no decision or take any action except as to request the City Manager to schedule the matter for Council discussion at a later date.)

V. CITY MANAGER REPORT

1. **NEW HIRES**
Jakob Dinelli, 10/14/2025 – Volunteer Firefighter
William Goff, 10/15/2025 – Volunteer Firefighter
Tye Magnuson, 10/16/2025 – Volunteer Firefighter
Alecia Bennett, 10/30/2025 – Volunteer Firefighter
Skylar Marlow-Fuson, 11/3/2025 – City Planner
Blaize Cope, 11/3/2025 – Water Plant Operator
Heath Underwood, 11/3/2025 – Volunteer Firefighter

2. **PROJECT UPDATES**

- Bidding for the Police Station and Fire Station No.1 is underway. Bids will be received until November 19, 2025, with a possible award in December.
- Offers for right-of-way acquisitions for the 121st Street Bridge project are in progress.
- Notice to Proceed orders have been issued to contractors for the Skyview Water

tower project and the Water Treatment Plant dredging project.
- The dump truck ordered 14 months ago has been delivered and will be ready for plowing snow and spreading sand this winter. Several other Streets vehicles are also being outfitted with plows and spreaders.

VI. PRESENTATIONS

1. **COWETA'S STORMWATER MANAGEMENT PROGRAM**

2. **REQUEST BY KATHY FOSTER TO ADDRESS CITY COUNCIL ABOUT THE PROPOSED DATA CENTER**

3. **REQUEST BY DARREN BLANCHARD TO ADDRESS CITY COUNCIL ABOUT EXTERNALITIES RELATED TO PROJECT ATLAS**

VII. CONSENT

(All matters under the "Consent Calendar" are considered by the City Council to be routine and will be enacted by one motion. Any Councilmember may, however, remove an item from consent by request.)

1. **MINUTES OF REGULAR MEETING**
Approval of the minutes of the Coweta City Council Regular Meeting held on October 6, 2025. *Marcy Kilgore, City Clerk/Treasurer*

2. **MINUTES OF SPECIAL MEETING**
Approval of the minutes of the Coweta City Council Special meeting held on October 16, 2025.
Marcy Kilgore, City Clerk/Treasurer

3. **SURPLUS OF STRUCTURAL FIREFIGHTING GEAR**
Approval of the Declaration of Surplus on the following items and authorizing the City Manager to dispose of them accordingly:
1. 25 sets of structural firefighting gear
Brian Woodward, Fire Chief

VIII. CONSIDER, DISCUSS AND TAKE ACTION ON ITEMS REMOVED FROM CONSENT

IX. ADMINISTRATION

1. **PURCHASE OF A STORM SIREN FOR THE EMERGENCY MANAGEMENT DEPARTMENT TO BE LOCATED IN THE AREA OF 114TH STREET SOUTH AND 241ST E AVENUE IN THE AMOUNT OF $33,299.50**
Discuss and consider approval of the purchase of a storm siren for the emergency management department from Federal Signal at a cost of $33,299.50 through H-GAC's Cooperative Purchasing Program, budgeted in the Capital Improvement Fund, account 12-5404.010, and authorizing the City Manager to sign all documents pertaining to the purchase.
Brian Woodward, Fire Chief

2. **DISCUSS AND CONSIDER APPROVAL OF A SANITARY SEWER OVERFLOW RESPONSE PLAN FOR THE CITY OF COWETA**
   Discuss and consider the approval of a Sanitary Sewer Overflow Response Plan for the City of Coweta.
   Edgar Barroso, Public Works Director

3. **ORDINANCE 911 - AMENDING COWETA CITY CODE TITLE 14 TO INCLUDE POST CONSTRUCTION ACTIVITIES RELATED TO STORMWATER MANAGEMENT**
   An Ordinance amending Coweta City Code Title 14, "Flood Control and Stormwater Management", Section 14-2-8, titled "Construction Activities", by adding required Post Construction Performance Standards after a development is completed; amending Section 14-2-16, titled "Violations, Injunction and Criminal Prosecution" to provide separate penalties for first and subsequent violations of Chapter 14-2; "Stormwater Management", providing for Severability; and Declaring an Emergency.
   Edgar Barroso, Public Works Director

4. **HOTEL TAX INCENTIVE AGREEMENT WITH PRENIVI, LLC**
   Discuss and consider action related to a certain hotel tax incentive agreement for Prenivi, LLC and the Coweta Industrial Development Authority..
   Julie Casteen, City Manager

5. **ANIMAL SHELTER SERVICES AGREEMENT WITH CITY OF BIXBY**
   Discuss and consider approval to enter into a contractual agreement with the City of Bixby for the provision of animal shelter services.
   Julie Casteen, City Manager

6. **RESOLUTION 2025-39 SELECTING A BRIDGE INSPECTOR**
   Discuss and consider approval of Resolution 2025-39, selecting a qualified consultant to perform bridge safety inspections on bridges within Cowet'a corporate limits.
   Julie Casteen, City Manager

7. **ORDINANCE 910 - AMENDING COWETA CITY CODE TITLE 1, "ADMINISTRATION", CHAPTER 1-13, "CITY RECORDS"**
   An Ordinance amending Coweta City Code Title 1, "Administration", Chapter 1-13, "City Records", Sections 1-13-1 through 1-13-4, regarding compliance with the Oklahoma Open Records Act; designating who shall serve as Records Custodians; providing for the protection of certain records from spoliation; establishing criteria for the identification of records requested for examination or copying; prescribing procedures for the assessment of fees for processing Open Records Requests; providing for the advance payment of fees assessed for certain records searches and copying; providing for Severability; and Declaring an Emergency.
   Julie Casteen, City Manager

8. **ADOPTION OF AN OPEN RECORDS FEE SCHEDULE**
   Consideration and possible adoption of a Public Notice of Charges for the search and reproduction of City Records pursuant to the Oklahoma Open Records Act and the Open Records Policy of the City of Coweta.
   Julie Casteen, City Manager

X. NEW BUSINESS
(Business which was not foreseen prior to the posting of the agenda.)

XI. ADJOURNMENT

IF YOU REQUIRE A SPECIAL ACCOMMODATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, PLEASE NOTIFY CITY HALL AT LEAST 24 HOURS BEFORE THE MEETING.

City of Coweta Stormwater Program Updates

November 3, 2025

Common Acronyms & Abbreviations

MS4- Municipal Separate Storm Sewer System

SWMP- Stormwater Management Plan

MCM – Minimum Control Measures

BMP- Best Management Practices

DWFS- Dry Weather Field Screening

LID/GI- Low Impact Development/Green Infrastructure

GCSA- Green Country Stormwater Alliance

TMDL- Total Maximum Daily Load

SOP- Standard Operating Procedure

Phase II MS4

OKR04 General Permit

- 5-year permit cycle
  - Current permit went into effect June 1, 2021
  - Coweta is currently a Category 1 MS4 but striving to meet higher Category 2 requirements where feasible
- Stormwater Management Program (SWMP)
  - Prepared by MS4 for each permit cycle
  - Contains 5-year plans for 6 Minimum Control Measures (MCM)
  - Each MCM contains multiple Best Management Practices (BMP)
- Annual Report Submitted
  - Discusses activities completed each year, based on the SWMP
- Audits
  - ODEQ
    - Conducted once per permit cycle for each MS4
  - EPA
    - EPA audits ODEQ through visits to various MS4s
- Fees
  - $100 Application Fee
  - $748.11 Annual Permit Fee

Duty to Comply

You must comply with all conditions of this permit insofar as those conditions are applicable to each permittee, either individually or jointly. Any violation of this permit constitutes a violation of the Oklahoma Pollutant Discharge Elimination System Act (OPDES), 27A O.S. § 2-6-206 *et seq.*, the CWA and regulations promulgated thereto. Furthermore, permit violations may be grounds for the issuance of an enforcement action, permit termination, revocation and reissuance, modification and/or denial of a permit renewal application. The OPDES Act and CWA also provide that any violation of this permit may subject the permittee to the following penalties:

1. Administrative penalties may be assessed up to $10,000 per day per violation for each day during which the violations continue with a $125,000 per violation maximum.
2. Civil penalties may be assessed up to $10,000 per day per violation.
3. Criminal penalties may range from the minimum of $2,500 to the maximum of $2,000,000 with a maximum jail time of 30 years in the state penitentiary.
4. Penalties for permit fraud are subject to a maximum of $20,000 and a maximum of 4 years in prison.

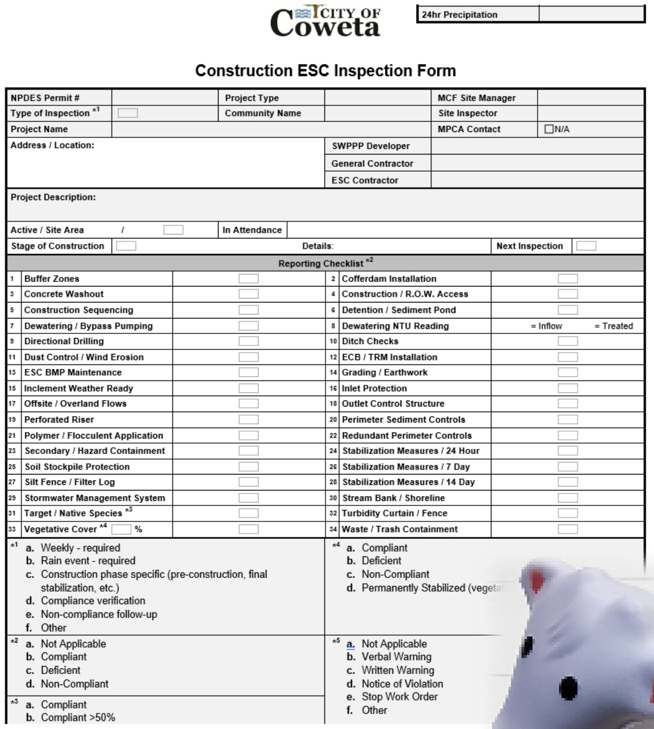
OKR04 Permit Overview

MCM	Staff Training	Activities
1. Public Education & Involvement	In coordination with other MCMs	Host 4* public education, 2* public involvement activity
2. Industrial Stormwater Runoff Control	Not Applicable	Not Applicable
3. Illicit Discharge Detection & Elimination	Annually*	Identify outfalls and conduct DWFS at 40% of outfalls each year*
4. Construction Site Stormwater Runoff Control	Annually*	Inspect sites quarterly
5. Post-Construction Management in New Development & Redevelopment	Annually*	Implement & enforce program & ordinance; promote LID
6. Pollution Prevention/Good Housekeeping	Annually*	Inspect MS4 facilities annually

* Enhanced Category 2 Requirement

Where Are We?

- Wrapping up Year 4 of 2021 OKR04
- Finalizing SWMP to submit to ODEQ by end of 2025
- Finalizing 2023 and 2024 Annual Reports to submit to ODEQ by end of 2025
- Began sampling along Arkansas River
- Various SOPs, inspection forms, and tracking spreadsheets created
- EPA and ODEQ audits
- Adopted new stormwater mascot, Stormie
- Held new stormwater event aimed at children and featuring Stormie at Library
- Ordered activity books and Stormie giveaway items
- Held successful Trash-Off Event in May



City of Coweta

24hr Precipitation	

Construction ESC Inspection Form

NPDES Permit #		Project Type		MCF Site Manager	
Type of Inspection *1		Community Name		Site Inspector	
Project Name				MPCA Contact	☐N/A
Address / Location:		SWPPP Developer			
		General Contractor			
		ESC Contractor			
Project Description:					
Active / Site Area /		In Attendance			
Stage of Construction		Details:		Next Inspection	

Reporting Checklist *2					
1	Buffer Zones		2	Cofferdam Installation	
3	Concrete Washout		4	Construction / R.O.W. Access	
5	Construction Sequencing		6	Detention / Sediment Pond	
7	Dewatering / Bypass Pumping		8	Dewatering NTU Reading	= Inflow = Treated
9	Directional Drilling		10	Ditch Checks	
11	Dust Control / Wind Erosion		12	ECB / TRM Installation	
13	ESC BMP Maintenance		14	Grading / Earthwork	
15	Inclement Weather Ready		16	Inlet Protection	
17	Offsite / Overland Flows		18	Outlet Control Structure	
19	Perforated Riser		20	Perimeter Sediment Controls	
21	Polymer / Flocculent Application		22	Redundant Perimeter Controls	
23	Secondary / Hazard Containment		24	Stabilization Measures / 24 Hour	
25	Soil Stockpile Protection		26	Stabilization Measures / 7 Day	
27	Silt Fence / Filter Log		28	Stabilization Measures / 14 Day	
29	Stormwater Management System		30	Stream Bank / Shoreline	
31	Target / Native Species *3		32	Turbidity Curtain / Fence	
33	Vegetative Cover *4 %		34	Waste / Trash Containment	

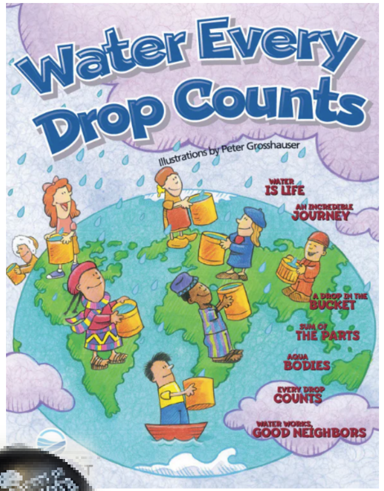
*1
a. Weekly - required
b. Rain event - required
c. Construction phase specific (pre-construction, final stabilization, etc.)
d. Compliance verification
e. Non-compliance follow-up
f. Other

*4
a. Compliant
b. Deficient
c. Non-Compliant
d. Permanently Stabilized (vegeta

*2
a. Not Applicable
b. Compliant
c. Deficient
d. Non-Compliant

*5
a. Not Applicable
b. Verbal Warning
c. Written Warning
d. Notice of Violation
e. Stop Work Order
f. Other

*3
a. Compliant
b. Compliant >50%



Arkansas River TMDL

- Arkansas River impaired for E. Coli based on 2012 ODEQ Report
- Impacted MS4s conducting independent sampling to determine bacteria load from City
- E. Coli samples generally collected monthly from 2-4 locations to begin tracking Coweta's contribution
- First samples taken in July 2025 showed slightly elevated E. Coli levels at Coweta downstream boundary

FINAL

BACTERIAL AND TURBIDITY TOTAL MAXIMUM DAILY LOADS FOR THE ARKANSAS-VERDIGRIS RIVER STUDY AREA, OKLAHOMA (OK120400, OK120410, OK120420, OK121500, OK121600)

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

SEPTEMBER 2012

What's Next

OKR04 General Permit

- SWMP Updates
  - Finalize and submit to ODEQ by 12/31/2025
- Annual Report
  - Finish and submit 2023 and 2024 Annual Reports to ODEQ by 12/31/2025
  - Submit 2025 Annual Report to ODEQ by April 30, 2026
- Dry Weather Field Screening
  - Locate all outfalls and add to outfall dashboard
- Inspections
  - Inspect construction sites quarterly at minimum
  - Inspect MS4 owned facilities annually
- Employee Training
  - Scheduled for November
- Education & Involvement
  - Host Annual Stormwater Event at Coweta Public Library
  - Continue utilizing GCSA
  - Post on social media quarterly
  - Hold clean up event
- TMDL
  - Sample along Arkansas River monthly, Coweta Creek as needed for E. Coli

THANK YOU

From:	noreply@civicplus.com
To:	City Clerk; Julie Casteen
Subject:	Online Form Submittal: Agenda Request Form
Date:	Wednesday, October 29, 2025 10:43:17 AM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Agenda Request Form

Date of Request	10/29/2025
Meeting Date	11/3/25
Agenda Item Request for (Please check one)	Discussion or Presentation
Other Request Type	*Field not completed.*
Describe the Agenda Item	Coweta residents vs Data Center, we would like answers from council and allow a few residents to speak
Upload any documents to be included in the Agenda packet. Distribution of handouts at the meeting is not allowed.	*Field not completed.*
First Name of Requestor	Kathy
Last Name of Requestor	Foster
Business Name (if applicable)	*Field not completed.*
Email Address	Kathf2011@gmail.com
Physical Address	29879 East 154th Street South
City	Coweta
State	OK
	74429

Zip Code	
Phone Number	5593604155
Fax Number	*Field not completed.*

Email not displaying correctly? View it in your browser.

CITY OF Coweta

AGENDA REQUEST FORM

POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH (918) 486-2189 • FAX (918) 486-5366 www.cityofcoweta-ok.gov

Date of Request: 10/29/25 Meeting Date: 11/03/25

Name of Requestor: Darren Blanchard

Name of Business, if applicable Nature Boy Farm

Agenda Item Request For: (Please check one)

☐ Action Item Request ☑ Discussion ☐ Report

☐ Other (specify) ____________________

Items must be clear and specific to allow for proper notice to the public. Items pertaining to the employment of any city employee, except for the City Manager, will not be considered. The language of the submitted topic will be reviewed and revised to guarantee agreement with the Oklahoma Open Meeting Act. Items must regard issues affecting the City of Coweta and refrain from political, commercial or similar subjects. Only one item per agenda is allowed.

Externalities related to Project Atlas.

Any documentation related to the agenda request must be submitted with the Agenda Request form. Please provide the City Clerk with one original of any documents pertaining to the agenda item requested. Agenda Request forms and associated documents may be emailed to cityclerk@cityofcoweta-ok.gov, mailed to the address at the top of the form, or hand-delivered to the City Clerk at 310 S. Broadway in Coweta, OK. Agenda Request forms and all documentation must be received by the City Clerk by noon on the Wednesday prior to the meeting. Distribution of handouts at the meeting is not allowed.

Darren G. Blanchard
Signature

10/29/25
Date

7269 W. 179th St. S.
Physical Address

NatureBoyFarm@protonmail.com
Email address

Mounds, OK 74047
City, State, Zip Code

(918)630-7386
Telephone Number

Revised 8/5/2024

GENERATOR INTERCONNECTION AGREEMENT (GIA)

entered into by the

Southwest Power Pool, Inc.,

Southwestern Electric Power Company

and

Persica Solar, LLC

entered into on the 19th day of June 2024

GEN-2017-141

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GEN-2017-141

GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this 19th day of June 2024, by and among Persica Solar, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Interconnection Customer" with a Generating Facility), Southwest Power Pool, Inc., a corporation organized and existing under the laws of the State of Arkansas ("Transmission Provider") and Southwestern Electric Power Company, a corporation organized and existing under the laws of the State of Delaware ("Transmission Owner"). Interconnection Customer, Transmission Provider and Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Transmission Provider functionally controls the operation of the Transmission System; and,

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Generating Facility in Appendix C to this Agreement; and,

WHEREAS, Transmission Owner owns facilities to which the Generating Facility is to be interconnected and may be constructing facilities to allow the interconnection; and,

WHEREAS, Interconnection Customer, Transmission Provider and Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Transmission System;

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

When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Open Access Transmission Tariff (Tariff).

ARTICLE 1. DEFINITIONS

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Transmission System to which the Generating Facility is directly interconnected.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the Transmission Provider.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Generator Interconnection Agreement.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting Interconnection Studies.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Generator Interconnection Agreement.

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.

Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Contingent Facilities are identified in Appendix A of the Generator Interconnection Agreement.

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. A Control Area must be certified by the Applicable Reliability Council.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Generator Interconnection Agreement.

Definitive Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, or that may be caused by the withdrawal or addition of an Interconnection Request, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures. The Definitive Interconnection System Impact Study is conducted in two phases.

Definitive Interconnection System Impact Study Queue shall mean a Transmission Provider separately maintained queue for valid Interconnection Requests for a Definitive Interconnection System Impact Study.

Dispute Resolution shall mean the procedure in Section 13.5 of the Generator Interconnection Procedures for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Transmission Owner’s facilities and equipment that are not included in the Transmission System. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System or the electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Owner’s

Interconnection Facilities; or (4) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by the Generator Interconnection Agreement to possess black start capability.

Energy Resource Interconnection Service (ERIS) shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or nonfirm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Existing Generating Facility shall mean a Generating Facility that is currently interconnected to the Transmission System of the Transmission Provider.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission (Commission) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities. A Generating Facility consists of one or more generating unit(s) and/or storage device(s) which usually can operate independently and be brought online or taken offline individually.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Generating Facility Modification shall mean modification to an Existing Generating Facility, including comparable replacement of only a portion of the equipment at the Existing Generating Facility.

Generating Facility Replacement shall mean the process of replacing one or more generating units and/or storage devices at an Existing Generating Facility with one or more new generating units or storage devices at the same electrical Point of Interconnection as those being decommissioned and electrically disconnected.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility that is included in the Transmission Provider's Tariff.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility that are included in the Transmission Provider's Tariff.

Generator Interconnection Study Agreement shall mean the study agreement for the Definitive Interconnection System Impact Study and the Interconnection Facilities Study in Appendix 3 of the Generator Interconnection Procedures.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, Transmission Owner or any Affiliate thereof.

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," "radioactive 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.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Owner's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including the Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Definitive Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission System. The scope of the study is defined in Section 8 of the Generator Interconnection Procedures.

Interconnection Facilities Study Queue shall mean a Transmission Provider separately maintained queue for valid Interconnection Requests for an Interconnection Facilities Study.

Interconnection Queue Position shall mean the order of a valid Interconnection Request within the Interconnection Facilities Study Queue, relative to all other pending valid Interconnection Requests within the Interconnection Facilities Study Queue, which is established based upon the requirements in Section 4.1.3 of the Generator Interconnection Procedures.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 3 to the Generator Interconnection Procedures, in accordance with the Tariff, to interconnect a new Generating Facility, to interconnect a Replacement Generating Facility, to increase the capacity of, or make a Material Modification to the operating characteristics of, an Existing Generating Facility that is interconnected with the Transmission System.

Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Generator Interconnection Agreement and, if applicable, the Tariff.

Interconnection Study shall mean any of the following studies: the Replacement Impact Study, the Reliability Assessment Study, the Definitive Interconnection System Impact Study and the Interconnection Facilities Study described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean any of the following agreements described in the Generator Interconnection Procedures: the Generator Interconnection Study Agreement.

IRS shall mean the Internal Revenue Service.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customer, Transmission Owner and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Material Modification shall mean (1) modification to an Interconnection Request in the queue that has a material adverse impact on the cost or timing of any other Interconnection Request with a later Queue priority date; or (2) planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generating Facility Replacement, and has a material adverse impact on the Transmission System with respect to: i) steady-state thermal or voltage limits, ii) dynamic system stability and response, or iii) short-circuit capability limit; compared to the impacts of the Existing Generating Facility prior to the modification or replacement.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

Network Resource Interconnection Service (NRIS) shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Generating Facility with the Transmission System in a manner comparable to that in which the Transmission Owner integrates its generating facilities to serve Native Load Customers as a Network Resource. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System to accommodate the interconnection of the Generating Facility to the Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Generator Interconnection Agreement or its performance.

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Owner's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission System.

Queue shall mean the Definitive Interconnection System Impact Study Queue, or the Interconnection Facilities Study Queue, as applicable.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Reliability Assessment Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of Transmission System during the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date of the Replacement Generating Facility.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.9 of this Attachment V.

Replacement Impact Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of the Transmission System.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer, Transmission Owner and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Shared Network Upgrade shall mean a Network Upgrade listed in Appendix A of the Generator Interconnection Agreement that is needed for the interconnection of multiple Interconnection Customers' Generating Facilities and which is the shared funding responsibility of such Interconnection Customers that may also benefit other Interconnection Customer(s) that are later identified as beneficiaries**.**

Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site of sufficient size for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site of sufficient size for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site of sufficient size for such purpose.

Small Generating Facility shall mean a Generating Facility that has an aggregate net Generating Facility Capacity of no more than 2 MW.

Stand Alone Network Upgrades shall mean Network Upgrades that are not part of an Affected Systems that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. The Transmission Provider, Transmission Owner and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Generator Interconnection Agreement. If the Transmission Provider, Transmission Owner and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Owner must provide the Interconnection Customer a written technical explanation outlining why the Transmission Owner does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) days of its determination.

Surplus Interconnection Service shall mean any unneeded portion of Interconnection Service established in a Generator Interconnection Agreement, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection substation and at the same voltage level would remain the same.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission System or on other delivery systems or other generating systems to which the Transmission System is directly connected.

Tariff shall mean the Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Generator Interconnection Agreement to the extent necessary.

Transmission Provider shall mean the public utility (or its Designated Agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

Transmission Owner's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Generator Interconnection

Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades, or Network Upgrades.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

ARTICLE 2. EFFECTIVE DATE, TERM, AND TERMINATION

2.1 Effective Date. This GIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Transmission Provider shall promptly file this GIA with FERC upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of ten (10) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This GIA may be terminated by Interconnection Customer after giving Transmission Provider and Transmission Owner ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying FERC after the Generating Facility permanently ceases Commercial Operation.

2.3.2 Failure to Achieve Commercial Operation. If the Generating Facility fails to achieve Commercial Operation for three (3) consecutive years following the Commercial Operation Date, this GIA may be terminated by the Transmission Provider after giving the Interconnection Customer ninety (90) Calendar Days advance written notice. Where a portion of the Generating Facility fails to achieve Commercial Operation for three (3) consecutive years following the Commercial Operation Date, the Transmission Provider shall issue a revised GIA to reflect the amount of the Generating Facility Capacity that achieved Commercial Operation. The revised GIA shall be consistent with the GIP in effect on the Effective Date of the GIA.

2.3.3 Default. Any Party may terminate this GIA in accordance with Article 17.

2.3.4 Notice to FERC. Notwithstanding Articles 2.3.1, 2.3.2 and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this GIA, which notice has been accepted for filing by FERC.

2.4 Termination Costs. If a Party elects to terminate this Agreement pursuant to Article 2.3 above, Interconnection Customer and Transmission Owner shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by any other Party, as of the date of such Party's receipt of such notice of termination, that are the responsibility of the Terminating Party under this GIA. In the event of termination by any Party, all Parties shall use Commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of Transmission Owner's Interconnection Facilities that have not yet been constructed or installed, Transmission Owner shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Owner shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Owner shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which Transmission Owner has incurred expenses and has not been reimbursed by Interconnection Customer and the Interconnection Customer’s allocated share of Network Upgrade(s) costs as calculated pursuant to Section 4.2.5 of the GIP and as listed in Appendix A of this GIA which are required for service to other Interconnection Customer(s).

2.4.2 Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5 Disconnection. Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

2.6 Survival. This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this GIA; to permit payments for any credits under this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of another Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. Transmission Provider shall file this GIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this GIA, or any amendment thereto, Interconnection Customer shall reasonably cooperate with Transmission Provider with respect to such filing and to provide any information reasonably requested by Transmission Provider needed to comply with applicable regulatory requirements.

ARTICLE 4. SCOPE OF SERVICE

4.1 Interconnection Product Options. Interconnection Customer has selected the following (checked) type of Interconnection Service:

4.1.1 Energy Resource Interconnection Service.

4.1.1.1 The Product. Energy Resource Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission System and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. To the extent Interconnection Customer wants to receive Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Appendix A.

4.1.1.2 Transmission Delivery Service Implications. Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Generating Facility into and deliver power across the Transmission System on an "as available" basis. The Interconnection

Customer's ability to inject its Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of the Transmission System at such time as a transmission service request is made that would accommodate such delivery. The provision of Firm Point-To-Point Transmission Service or Network Integration Transmission Service may require the construction of additional Network Upgrades.

4.1.2 Network Resource Interconnection Service.

4.1.2.1 The Product. Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Generating Facility in a manner comparable to that in which Transmission Owner integrates its generating facilities to serve Native Load Customers as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Owner shall construct the facilities identified in Appendix A to this GIA.

4.1.2.2 Transmission Delivery Service Implications. Network Resource Interconnection Service allows Interconnection Customer's Generating Facility to be designated by any Network Customer under the Tariff on the Transmission System as a Network Resource, up to the Generating Facility's full output, on the same basis as existing Network Resources interconnected to the Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Generating Facility in the same manner as it accesses Network Resources. A Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if an Interconnection Customer's Generating Facility has not been designated as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all generating facilities that are similarly situated. The provision of Network Integration Transmission Service or Firm Point-To-Point Transmission Service may require additional studies and the construction of additional upgrades. Because such studies and upgrades would be associated with a request for delivery service under the Tariff, cost responsibility for the studies and upgrades would be in accordance with FERC's policy for pricing transmission delivery services.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Generating Facility to any particular load on the Transmission System without incurring congestion costs. In the event of transmission constraints on the Transmission System, Interconnection Customer's Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's Transmission System in the same manner as Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that Interconnection Customer’s Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Generating Facility within the Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Generating Facility be undertaken, regardless of whether or not such Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Generating Facility. However, the reduction or elimination of congestion or redispatch costs may require additional studies and the construction of additional upgrades.

To the extent Interconnection Customer enters into an arrangement for long term transmission service for deliveries from the Generating Facility outside the Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

4.2 **Provision of Service.** Transmission Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.

4.3 **Performance Standards.** Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this GIA for its compliance therewith. If such Party is a Transmission Provider or Transmission Owner, then that Party shall amend the GIA and submit the amendment to FERC for approval.

4.4 **No Transmission Delivery Service.** The execution of this GIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.5 Interconnection Customer Provided Services. The services provided by Interconnection Customer under this GIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.8.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

5.1 Options. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either the Option To Build as described under Article 5.1.2 or the Negotiated Option described under Article 5.1.3, and such dates and selected option, as applicable, shall be set forth in Appendix B, Milestones. At the same time, Interconnection Customer shall indicate whether it elects to exercise the Option to Build set forth in Article 5.1.2 below. If the dates designated by Interconnection Customer are not acceptable to Transmission Owner, Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to Transmission Owner, the Interconnection Customer shall notify Transmission Owner within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.

5.1.1 Standard Option. Transmission Owner shall design, procure, and construct Transmission Owner's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete Transmission Owner's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B, Milestones. Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Transmission Owner reasonably expects that it will not be able to complete Transmission Owner's Interconnection Facilities, and Network Upgrades by the specified dates, Transmission Owner shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Option to Build. Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.1. Transmission Owner and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.3 Negotiated Option. If the dates designated by Interconnection Customer are not acceptable to Transmission Owner, the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of all facilities other than Transmission Owner’s Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.2). If the Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article 5.1.1(Standard Option), Transmission Owner shall assume responsibility for the design, procurement and construction of all facilities other than Transmission Owner’s Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects the Option to Build.

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades,

(1) Interconnection Customer shall engineer, procure equipment, and construct Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Owner;

(2) Interconnection Customer's engineering, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Transmission Provider would be subject in the engineering, procurement or construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Transmission Owner shall review and approve the engineering design, equipment acceptance tests, and the construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(4) Prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider and Transmission Owner a schedule for construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider and Transmission Owner;

(5) At any time during construction, Transmission Owner shall have the right to gain unrestricted access to Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Owner, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify Transmission Provider and Transmission Owner for claims arising from Interconnection Customer's

construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) The Interconnection Customer shall transfer control of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Transmission Owner's Interconnection Facilities and Stand-Alone Network Upgrades to Transmission Owner not later than the Commercial Operation Date;

(10) Transmission Owner shall approve and accept for operation and maintenance Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Transmission Owner "as-built" drawings, information, and any other documents that are reasonably required by Transmission Owner to assure that the Interconnection Facilities and Stand- Alone Network Upgrades are built to the standards and specifications required by Transmission Provider.

(12) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.2, Interconnection Customer shall pay Transmission Owner the agreed upon amount of $N/A for Transmission Owner to execute the responsibilities enumerated to Transmission Owner under Article 5.2. Transmission Owner shall invoice Interconnection Customer for this total amount to be divided on a monthly basis pursuant to Article 12.

5.3 Liquidated Damages. The actual damages to Interconnection Customer, in the event Transmission Owner’s Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Owner pursuant to subparagraph 5.1.3, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Owner to Interconnection Customer in the event that Transmission Owner does not complete any portion of Transmission Owner’s Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of Transmission Owner’s Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of Transmission Owner’s Interconnection Facilities and Network Upgrades for which Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Transmission Owner to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this GIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for the Generating Facility's Trial Operation or to export power from the Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for Generating Facility's Trial Operation or to export power from the Generating Facility, but for Transmission Owner's delay; (2) Transmission Owner's failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into a GIA with Transmission Owner or any cause beyond Transmission Owner's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers. The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. Transmission Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Transmission Owner's system operator, or its designated representative. The requirements of this paragraph shall not apply to non-synchronous generators.

5.5 Equipment Procurement. If responsibility for construction of Transmission Owner's Interconnection Facilities or Network Upgrades is to be borne by Transmission Owner, then Transmission Owner shall commence design of Transmission Owner's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Generator Interconnection Study Agreement;

5.5.2 Transmission Owner has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.5.3 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.7 by the dates specified in Appendix B, Milestones.

5.6 Construction Commencement. Transmission Owner shall commence construction of Transmission Owner's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Transmission Owner's Interconnection Facilities and Network Upgrades;

5.6.3 Transmission Owner has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.6.4 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.7 by the dates specified in Appendix B, Milestones.

5.7 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Parties may, at any time, request a progress report from other Parties. If, at any time, Interconnection Customer determines that the completion of Transmission Owner's Interconnection Facilities and Network Upgrades will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider and Transmission Owner of such later date upon which the completion of Transmission Owner's Interconnection Facilities and Network Upgrades will be required.

5.8 Information Exchange. As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with the Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Limited Operation. If any of Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Transmission Owner's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA ("Limited Operation"). Transmission Owner shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities under Limited Operation in accordance with the results of such studies performed by Transmission Provider.

5.10 Interconnection Customer's Interconnection Facilities ('ICIF'). Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.10.1 Interconnection Customer's Interconnection Facility Specifications. Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Owner shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Owner and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Transmission Owner's Review. Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Owner, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Owner.

5.10.3 ICIF Construction. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Transmission Owner "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide Transmission Owner specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10.4 Updated Information Submission by Interconnection Customer. The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date. Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Attachment A to Appendix 3 to the GIP. It shall also include any additional information provided to Transmission Provider for the Interconnection Facilities Studies. Information in this submission shall be the most current Generating

Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is materially different from what was originally provided to Transmission Provider pursuant to the Interconnection Study agreements between Transmission Provider and Interconnection Customer, then Transmission Provider will conduct appropriate studies to determine the impact on the Transmission System based on the actual data submitted pursuant to this Article 5.10.4. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

5.10.5 Information Supplementation. Prior to the Commercial Operation Date, or as soon as possible thereafter, the Parties shall supplement their information submissions described above in this Article 5 with any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent (5 percent) change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to the Transmission Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, the Interconnection Customer shall provide Transmission Owner and Transmission Provider any information changes due to equipment replacement, repair, or adjustment. Transmission Owner shall provide the Interconnection Customer and Transmission Provider any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Owner-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

5.11 Transmission Owner's Interconnection Facilities Construction. Transmission Owner's Interconnection Facilities and Network Upgrades shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Owner shall deliver to Interconnection Customer the following "as-built" drawings, information and documents for Transmission Owner's Interconnection Facilities and Network Upgrades [include appropriate drawings and relay diagrams].

Transmission Owner will obtain control of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

5.12 Access Rights. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to any other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Transmission System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners. If any part of Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Owner, Transmission Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Owner's Interconnection Facilities and/or Network Upgrades upon such property.

5.14 Permits. Transmission Provider or Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Transmission Provider or Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

5.15 Early Construction of Base Case Facilities. Interconnection Customer may request Transmission Owner to construct, and Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

5.16 Suspension.

5.16.1 Suspension by Interconnection Customer. Interconnection Customer, upon written notice to Transmission Provider and Transmission Owner, may suspend, for a period not to exceed 18 months, work by Transmission Owner associated with the construction and installation of Transmission Owner's Interconnection Facilities and/or Network Upgrades required under this GIA under the following terms and conditions,

i. Construction of Network Upgrades that are required to provide Interconnection Service to other Generating Facilities and for which Interconnection Customer shares cost responsibility cannot be suspended pursuant to this Article 5.16.

ii. If the suspension period begins later than or extends beyond six months following the Effective Date of the GIA, the Interconnection Customer shall provide to the Transmission Provider security in the form described under Article 11.7 in an amount equal to the greater of:

a. the Interconnection Customer's allocated share of Network Upgrade(s) as calculated pursuant to Section 4.2.5 of the GIP and as identified in Appendix A of this GIA unless previously provided under Section 8.9 of the GIP; or

b. $5,000,000 if the Generating Facility is greater than or equal to 100 MW; or

c. $2,500,000 if the Generating Facility is greater than or equal to 50 MW and less than 100 MW; or

d. $1,000,000 if the Generating Facility is less than 50 MW; or

e. $500,000 if the Generating Facility is less than or equal to 2 MW.

iii. In the event that this GIA is terminated under this Article 5.16, the Transmission Provider shall retain the security provided pursuant to Article 5.16.1.ii in the amount required to meet Interconnection Customer's obligations pursuant to this GIA. Any difference between the security provided and Interconnection Customer's obligations shall be settled pursuant to Article 12.

iv. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16 and has not requested Transmission Owner to resume the work required under this GIA on or before the expiration of 18 months from the date of suspension, this GIA shall be deemed terminated unless Article 16 applies.

v. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16 and has not complied requirements of Article 5.16.1.ii on or before the later of the expiration of 6 months following the effective date of the GIA or the date the suspension is requested, this GIA shall be deemed terminated by the Interconnection Customer.

vi. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Owner’s safety and reliability criteria. Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Owner and Transmission Provider (i) have incurred pursuant to this GIA prior to the suspension and (ii) incur in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Owner shall obtain Interconnection Customer's authorization to do so. Transmission Owner and Transmission Provider shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs.

vii. In the event Interconnection Customer provides written notice to resume work for those facilities for which work has been suspended pursuant to this Article 5.16.1, the Interconnection Customer shall receive a refund, including interest, of any payments provided in accordance with Article 5.16.1.ii in excess of the sum of Interconnection Customer’s allocated share of Network Upgrade(s) costs and any costs incurred under Article 5.16.1.vi within 30 days of the date of such notice.

5.16.2 Exemptions. The Interconnection Customer shall be exempt from the payments described under Article 5.16.1.ii.b, 5.16.1.ii.c and 5.16.1.ii.d if the following occurs or Suspension is requested for the following reasons:

i. Construction of a Network Upgrade or the Generating Facility is prevented by order of a Governmental Authority; or

ii. Transmission Provider determines through an Interconnection Study that the Suspension does not qualify as a modification that has an impact on the cost or timing of any Interconnection Request with an equal or later Queue priority date (Material Modification); or

iii. Transmission Owner or Transmission Provider determines that a Force Majeure event prevents construction of a Network Upgrade.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Interconnection Customer to Transmission Owner for the installation of Transmission Owner's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Owner for Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Transmission Owner's request, Interconnection Customer shall provide Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Transmission Owner represents and covenants that the cost of Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Owner. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Transmission Owner from the cost consequences of any current tax liability imposed against Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Owner.

Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Owner to report payments or property as income subject to taxation; provided, however, that Transmission Owner may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the Parties, this means that Interconnection Customer will pay Transmission Owner, in addition to the amount paid for the Interconnection Facilities, and Network Upgrades, an amount equal to (1) the current taxes imposed on Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Owner's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Owner's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: (Current Tax Rate x (Gross Income Amount – Present Value of Tax Depreciation))/(1-Current Tax Rate). Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Owner under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Transmission Owner’s Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Owner retains ownership of the Interconnection Facilities and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that Transmission Owner’s receipt of payments or property constitutes income that is subject to taxation, Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Transmission Owner may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not taxable to Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Owner are not subject to federal income tax, or (d) if Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Owner pursuant to this GIA, Transmission Owner shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amount paid by Interconnection Customer to Transmission Owner for such taxes which Transmission Owner did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Owner refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Transmission Owner, any refund or credit Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Transmission Owner may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Owner for which Interconnection Customer may be required to reimburse Transmission Owner under the terms of this GIA. Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Owner.

5.18 Tax Status. All Parties shall cooperate with each other to maintain their tax status. Nothing in this GIA is intended to adversely affect any Party's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

5.19 Modification.

5.19.1 General. Each Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect another Party's facilities, that Party shall provide to the other Parties sufficient information regarding such modification so that the other Parties may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Parties at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility Modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Owner shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Transmission System, Transmission Owner's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Transmission Owner makes to Transmission Owner's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to Transmission Owner's Interconnection Facilities or the Transmission System, or to provide transmission service to a third party under Transmission Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

5.20 Delays. If a Network Upgrade(s) identified in Appendix A is delayed during the construction process and the Commercial Operation Date for the Generating Facility identified in Appendix B is no longer feasible, the Commercial Operation Date in Appendix B may be modified to no later than six (6) months following the in-service date for the last Network Upgrade identified in Appendix A.

ARTICLE 6. TESTING AND INSPECTION

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, Transmission Owner shall test Transmission Owner's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.

6.2 Post-Commercial Operation Date Testing and Modifications. Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

6.3 Right to Observe Testing. Each Party shall notify the other Parties in advance of its performance of tests of its Interconnection Facilities. The other Parties have the right, at its own expense, to observe such testing.

6.4 Right to Inspect. Each Party shall have the right, but shall have no obligation to: (i) observe another Parties' tests and/or inspection of any of its System Protection Facilities and other protective equipment, including power system stabilizers; (ii) review the settings of the other Parties' System Protection Facilities and other protective equipment; and (iii) review another Parties' maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. Any Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by another Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that any Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

ARTICLE 7. METERING

7.1 General. Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, Transmission Owner shall install Metering Equipment at the Point of Interconnection prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at Transmission Owner's option, compensated to, the Point of Interconnection. Transmission Owner shall provide metering quantities, in analog and/or digital form, to Interconnection Customer and Transmission Provider on a same-time basis using communication as provided in Article 8. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

7.2 Check Meters. Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Transmission Owner's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Transmission Owner or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3 Standards. Transmission Owner shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

7.4 Testing of Metering Equipment. Transmission Owner shall inspect and test all Transmission Owner-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Owner shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission Owner’s failure to maintain, then Transmission Owner shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Transmission Owner shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

7.5 Metering Data. At Interconnection Customer's expense, the metered data shall be telemetered to one or more locations designated by Transmission Owner and one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Generating Facility to the Point of Interconnection.

ARTICLE 8. COMMUNICATIONS

8.1 Interconnection Customer Obligations. Interconnection Customer shall maintain satisfactory operating communications with Transmission Owner’s Transmission System dispatcher or representative designated by Transmission Owner. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Owner as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Transmission Owner. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

8.2 Remote Terminal Unit. Prior to the Initial Synchronization Date of the Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Transmission Owner through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1. The communication protocol for the data circuit(s) shall be specified by Transmission Owner. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Owner.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

8.4 Provision of Data from a Variable Energy Resource. The Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to the Transmission Provider to the extent necessary for the Transmission Provider’s development and deployment of power production forecasts for that class of Variable Energy Resources. The Interconnection Customer with a Variable Energy Resource having wind as the energy source, at a minimum, will be required to provide the Transmission Provider with (i) site-specific meteorological data including: temperature, wind speed, wind direction, relative humidity and atmospheric pressure and (ii) site specific geographic data including location (latitude and longitude) of the Variable Energy Resource and location (latitude and longitude) and height of the facility that will contain the equipment necessary to provide the meteorological data for such resource. The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The Transmission Provider and Interconnection Customer whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. The Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to the Transmission Provider regarding all forced outages to the extent necessary for the Transmission Provider’s development and deployment of power production forecasts for that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the Transmission Provider, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological, geographical and forced outage data must be commensurate with the power production forecasting employed by the Transmission Provider. Such requirements for meteorological, geographical and forced outage data are set forth in Appendix C, Interconnection Details, of this GIA, as they may change from time to time.

8.5 **Phasor Measurement Unit (PMU) Recording Equipment**. Prior to the Initial Synchronization Date of a Generating Facility having a Generating Facility Capacity equal to or greater than 50 MW, phasor measurement recording and communications equipment shall be installed by the Transmission Owner at Interconnection Customer's expense that is capable of gathering phasor measurements as specified in the PMU Communications Handbook. To the extent similar quality equipment is being added or already exists, such as relays or digital fault recorders, that can collect data at least at the same rate as PMUs and which data is synchronized via a high-accuracy satellite clock, such equipment can be utilized to satisfy this requirement if the equipment is located on the Transmission Owner's side of the Point of Change of Ownership and if mutually agreed to by the Parties. The phasor measurement equipment shall be installed at the Transmission Owner's side of the Point of Change of Ownership and become part of the Transmission Owner Interconnection Facilities. Phasor measurements shall be streamed in IEEE C37.118 or equivalent format and be provided to the Transmission Provider. This data shall at least be sufficient to determine (i) positive-sequence voltage magnitude and angle, (ii) positive-sequence current magnitude and angle, (iii) frequency, and (iv) rate of change of frequency. Such data shall be transmitted over the data circuit(s) as indicated in Article 8.1.

Each Party will promptly advise the other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the applicable Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

ARTICLE 9. OPERATIONS

9.1 **General.** Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to the other Parties all information that may reasonably be required by the other Parties to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 **Control Area Notification.** At least three months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider and Transmission Owner in writing of the Control Area in which the Generating Facility will be located. If Interconnection Customer elects to locate the Generating Facility in a Control Area other than the Control Area in which the Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this GIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Generating Facility in the other Control Area.

9.3 **Transmission Provider and Transmission Owner Obligations.** Transmission Provider and Transmission Owner shall cause the Transmission System and Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. Transmission Provider or Transmission Owner may provide operating instructions to Interconnection Customer consistent with this GIA and Transmission Owner's operating protocols and procedures as they may change from time to time. Transmission Provider and Transmission Owner will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

9.4 Interconnection Customer Obligations. Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Any Party may request that another Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA.

9.5 Start-Up and Synchronization. Consistent with the Parties' mutually acceptable procedures, the Interconnection Customer is responsible for the proper synchronization of the Generating Facility to the Transmission System.

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Control Area on a comparable basis.

9.6.1.2 Non-Synchronous Generation. Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established a different power factor range that applies to all non-synchronous generators in the Control Area on a comparable basis. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting non-synchronous generators that had not executed an interconnection facilities study agreement as of September 21, 2016.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Transmission Provider and/or Transmission Owner shall require Interconnection Customer to operate the

Generating Facility to produce or absorb reactive power within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Owner's voltage schedules shall treat all sources of reactive power in the Control Area in an equitable and not unduly discriminatory manner. Transmission Owner shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the Transmission Owner.

9.6.2.1 Voltage Regulators. Whenever the Generating Facility is operated in parallel with the Transmission System and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its voltage regulators in automatic operation. If the Generating Facility's speed governors and voltage regulators are not capable of such automatic operation, the Interconnection Customer shall immediately notify Transmission Owner's system operator, or its designated representative, and ensure that such Generating Facility's reactive power production or absorption (measured in Mvars) are within the design capability of the Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Generating Facility for an under or over frequency condition in accordance with Good Utility Practice and Applicable Reliability Standards.

9.6.3 Payment for Reactive Power. Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Generating Facility when Transmission Owner requests Interconnection Customer to operate its Generating Facility outside the range specified in Article 9.6.1. Payments shall be pursuant to Article 11.8 or such other agreement to which the Parties have otherwise agreed; provided however, to the extent the Tariff contains a provision providing for such compensation, that Tariff provision shall control.

9.6.4 Primary Frequency Response. Interconnection Customer shall ensure the primary frequency response capability of its Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations.

Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Sections 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Generating Facilities.

9.6.4.1 Governor or Equivalent Controls. Whenever the Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ±0.036 Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Generating Facility's governor or equivalent controls to a minimum whenever the Generating Facility is operated in parallel with the Transmission System.

9.6.4.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.6.4.3 Exemptions. Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Sections 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Section 9.6.4, but shall be otherwise exempt from the operating requirements in Sections 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

9.6.4.4 Electric Storage Resources. Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C of its GIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Sections 9.6.4, 9.6.4.1, 9.6.4.2 and 9.6.4.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Section 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to all Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.

9.7.1.2 Outage Schedules. Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 Outage Restoration. If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects another Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Parties, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, Transmission Provider and/or Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider's and/or Transmission Owner’s ability to perform such activities as are necessary to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Transmission System;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Transmission Provider or Transmission Owner shall notify Interconnection Customer 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;

9.7.2.4 Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice, Transmission Provider or Transmission Owner shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Transmission Provider or Transmission Owner shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Transmission Owner;

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with Transmission Provider in accordance with Good Utility Practice. The term "ride through" as used herein shall mean the ability of a generating facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice.

9.7.3.1 Frequency Ride Through and Voltage Ride Through for a Generating Facility no larger than 20 MW. For Generating Facilities no larger than 20 MW, the Interconnection Customer shall ensure “frequency ride through” capability and “voltage ride through” capability of its Generating Facility. The Interconnection Customer shall enable these capabilities such that its Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Transmission Provider and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to Article 6.1 of this agreement. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The Generating Facility’s protective equipment settings shall comply with the Transmission Provider’s automatic load-shed program. The Transmission Provider shall review the protective equipment settings to confirm compliance with the automatic load-shed program. The term “ride through” as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority on a comparable basis. The term “frequency ride through” as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The term “voltage ride through” as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of under-voltage and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Owner shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Transmission Owner’s Interconnection Facilities or the Transmission System as a result of the interconnection of the Generating Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice.

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer'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. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Generating Facility.

9.7.6 Power Quality. No Party's facilities shall 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. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

9.8 Switching and Tagging Rules. Each Party shall provide the other Parties a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or the Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

ARTICLE 10. MAINTENANCE

10.1 Transmission Owner Obligations. Transmission Owner shall maintain the Transmission System and Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.

10.2 Interconnection Customer Obligations. Interconnection Customer shall maintain the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.

10.3 Coordination. The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.

10.4 Secondary Systems. Each Party shall cooperate with the others in the inspection, maintenance, and testing of 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 that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact another Party. Each Party shall provide advance notice to the other Parties before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5 Operating and Maintenance Expenses. Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Owner’s Interconnection Facilities.

ARTICLE 11. PERFORMANCE OBLIGATION

11.1 Interconnection Customer Interconnection Facilities. Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer’s Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.

11.2 Generating Facility. Interconnection Customer shall install the Generating Facilities described in Appendix C within three (3) years of the Commercial Operation Date(s) specified in Appendix B.

11.3 Transmission Owner’s Interconnection Facilities. Transmission Owner shall design, procure, construct, install, own and/or control the Transmission Owner’s Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.

11.4 Network Upgrades and Distribution Upgrades. All Network Upgrades and Distribution Upgrades described in Appendix A shall be constructed in accordance with the process set forth in Section VI of Attachment O. Transmission Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades that are associated with that Transmission Owner’s system. The Distribution Upgrades and Network Upgrades described in Appendix A shall be solely funded by Interconnection Customer unless Transmission Owner elects to fund the capital for the Distribution Upgrades or Network Upgrades.

11.4.1 Agreement to Fund Shared Network Upgrades. Interconnection Customer agrees to fund Shared Network Upgrades, as determined by Transmission Provider. Where applicable, payments to fund Shared Network Upgrade(s) that are made to Transmission Provider by Interconnection Customer will be disbursed by Transmission Provider to the appropriate entities that are constructing the Shared Network Upgrades in accordance with Attachment O of the Tariff. In the event that Interconnection Customer fails to meet its obligation to fund Shared Network Upgrades, Transmission Owner and Transmission Provider shall not be responsible for the Interconnection Customer’s funding obligation.

11.4.2 Contingencies Affecting Network Upgrades, System Protection Facilities and Distribution Upgrades. Network Upgrades, System Protection Facilities and Distribution Upgrades that are required to accommodate the Generating Facility may be modified because (a) a higher queued Interconnection Request withdrew or was deemed to have withdrawn, (b) the GIA associated with a higher queued Interconnection Request was terminated, or (c) changes occur in equipment design standards or reliability criteria giving rise to the need for restudy. The higher queued Interconnection Requests that could impact the Network Upgrades, System Protection Facilities and Distribution Upgrades required to accommodate the Generating Facility, and possible modifications that may result from the above listed events affecting the higher queued Interconnection Requests, to the extent such modifications are reasonably known and can be determined, and estimates of the costs associated with such required Network Upgrades, System Protection Facilities and Distribution Upgrades, shall be provided in Appendix A.

11.4.3 Agreement to Restudy. The Interconnection Customer agrees to allow the Transmission Provider to perform a restudy in accordance with Sections 8.8 and 8.13 of the GIP if the Transmission Provider determines a restudy is required because one or more of the contingencies in Article 11.4.2 occurred. If a restudy is required, the Transmission Provider shall provide notice to Interconnection Customer. The Parties agree to amend Appendix A to this GIA in accordance with Article 30.10 to reflect the results of the restudy.

11.5 Transmission Credits.

11.5.1 Credits for Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to compensation in accordance with Attachment Z2 of the Tariff for any Network Upgrades including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8.

11.5.2 Special Provisions for Affected Systems. Unless Transmission Provider provides, under the GIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.5.3 Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain transmission credits for transmission service that is not associated with the Generating Facility.

11.6 Initial Payment.

Interconnection Customer shall make an initial payment ("Initial Payment") equal to the greater of a) twenty (20) percent of the total cost of Network Upgrades, Shared Network Upgrades, Transmission Owner Interconnection Facilities and/or Distribution Upgrades listed in Appendix A or b) $4,000/MW of the size of the Generating Facility. Any financial security provided in Section 8.2, Section 8.5.1 and Section 8.5.2 of the GIP will be applied to this requirement. The Initial Payment shall be provided to Transmission Owner or Transmission Provider as required in Appendix B by Interconnection Customer pursuant to this Article 11.6 within the later of a) thirty (30) days of the execution of the GIA by all Parties, or b) thirty (30) days of acceptance by FERC if the GIA is filed unexecuted and the payment is being protested by Interconnection Customer, or c) thirty (30) days of the filing if the GIA is filed unexecuted and the Initial Payment is not being protested by Interconnection Customer. If this GIA is terminated, then the Initial Payment shall be refunded with accrued interest calculated from the date of the receipt of the Initial Payment to the date of the refund, if any, to the Interconnection Customer less:

a. any costs that have been incurred for the construction of the facilities specified in Appendix A;

b. any funds necessary for the construction of those Shared Network Upgrades, or Network Upgrades, that would be assigned to another interconnection customer where such upgrade costs would not have been assigned but for the termination of the GIA; and

c. any costs that have been incurred for the construction of those Shared Network Upgrades, or Network Upgrades, that are no longer required due to the termination of the GIA that were paid for by another interconnection customer.

11.7 Provision of Security. At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of Interconnection Facilities, Network Upgrades, or Distribution Upgrades as defined in Appendix A of this GIA, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 14.2.1. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring and installing the applicable portion of Interconnection Facilities, Network Upgrades, or Distribution Upgrades as defined in Appendix A of this GIA and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider or Transmission Owner for these purposes. If Interconnection Customer requests suspension pursuant to Article 5.16, Interconnection Customer may be required to provide Transmission Provider security in the form described above for its allocated share of Network Upgrade(s) costs as calculated pursuant to Section 4.2.5 of the GIP and defined in Appendix A of this GIA.

In addition:

11.7.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Provider, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

11.7.2 The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.7.3 The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.8 **Interconnection Customer Compensation.** If Transmission Provider or Transmission Owner requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this GIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to the Tariff. Interconnection Customer shall serve Transmission Provider with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any Reactive Power under this GIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service.

11.8.1 **Interconnection Customer Compensation for Actions During Emergency Condition.** Transmission Provider shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.8.

ARTICLE 12. INVOICE

The terms of this Article 12 apply to billing between the Parties for construction and operation and maintenance charges. All other billing will be handled according to the Tariff.

12.1 **General.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2 **Final Invoice.** Within six months after completion of the construction of Interconnection Facilities and the Network Upgrades, the Interconnection Customer shall receive an invoice of the final cost due under this GIA, including any applicable cost due to termination, which shall set forth such costs in sufficient detail to enable Interconnection

Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnection Customer shall receive a refund of any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment. Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this GIA.

12.4 Disputes. In the event of a billing dispute between the Parties, Transmission Owner, and Transmission Provider shall continue to provide Interconnection Service under this GIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Owner may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii).

ARTICLE 13. EMERGENCIES

13.1 Definition. "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, Transmission Owner's Interconnection Facilities; or (4) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Generator Interconnection Agreement to possess black start capability.

13.2 Obligations. Each Party shall comply with the Emergency Condition procedures of NERC, the Applicable Reliability Council, Transmission Provider, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.

13.3 Notice. Transmission Provider or Transmission Owner shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Owner's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider and Transmission Owner promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Owner’s Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Owner’s facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action. Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Owner, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or Transmission Owner or otherwise regarding the Transmission System.

13.5 Transmission Provider and Transmission Owner Authority.

13.5.1 General. Transmission Provider and/or Transmission Owner may take whatever actions or inactions with regard to the Transmission System or Transmission Owner’s Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Owner’s Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider and Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider and/or Transmission Owner may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's and Transmission Owner’s operating instructions concerning Generating Facility real power and reactive power output within the manufacturer's design limitations of the Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection. Transmission Provider and/or Transmission Owner may reduce Interconnection Service or disconnect the Generating Facility or Interconnection Customer's Interconnection Facilities, when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to Transmission Provider's Tariff. When Transmission Provider and/or Transmission Owner can schedule the reduction or disconnection in advance, Transmission Provider and/or Transmission Owner shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Transmission Provider and/or Transmission Owner shall coordinate with Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer, Transmission Provider and/or Transmission Owner. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.6 Interconnection Customer Authority. Consistent with Good Utility Practice and the GIA and the GIP, Interconnection Customer may take actions or inactions with regard to the Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and Transmission Owner’s Interconnection Facilities. Transmission Provider and/or Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability. Except as otherwise provided in Article 11.8.1 of this GIA, no Party shall be liable to the other Parties for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

14.1 Regulatory Requirements. Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act the Public Utility Holding Company Act of 2005, or the Public Utility Regulatory Policies Act of 1978 as amended by the 2005 Energy Policy Act.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

14.2.2 This GIA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES.

15.1 General. Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Any Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by any Party to another and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Parties in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 No Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this GIA or the result of an act or omission of another Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this GIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this GIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this GIA.

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

18.1 Indemnity. Each Party shall indemnify and hold harmless the other Parties, and the other Parties' officers, shareholders, stakeholders, members, managers, representatives, directors, agents and employees, and Affiliates, from and against any and all loss, liability, damage, cost or expense to third parties, including damage and liability for bodily injury to or death of persons, or damage to property or persons (including reasonable attorneys' fees and expenses, litigation costs, consultant fees, investigation fees, sums paid in settlements of claims, penalties or fines imposed under Applicable Laws and Regulations, and any such fees and expenses incurred in enforcing this indemnity or collecting any sums due hereunder) (collectively, "Loss") to the extent arising out of, in connection with, or resulting from (i) the indemnifying Party's breach of any of the representations or warranties made in, or failure of the indemnifying Party or any of its subcontractors to perform any of its obligations under, this GIA, or (ii) the negligence or willful misconduct of the indemnifying Party or its contractors; provided, however, that no Party shall have any indemnification obligations under this Section 18.1 in respect of any Loss to the extent the Loss results from the negligence or willful misconduct of the Party seeking indemnity.

18.1.1 Indemnified Person. If an indemnified person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this Article 18, the amount owing to the indemnified person shall be the amount of such indemnified person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

The Indemnified Person shall cooperate with the indemnifying Party with respect to the matter for which indemnification is claimed. The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying Party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying Party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.

The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

18.2 Consequential Damages. Except as otherwise provided in this Article 18 and other than Liquidated Damages heretofore described, the liability of a Party under this GIA shall be limited to direct actual damages, and all other damages at law are waived. Under no circumstances shall any Party or its Affiliates, directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits. The limitations on damages specified in this Section 18.2 are without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. This limitation on damages shall not affect any Party's rights to obtain equitable relief as otherwise provided in this GIA. The provisions of this Section 18.2 shall survive the termination or expiration of this GIA.

18.3 Insurance. Interconnection Customer and Transmission Owner shall at their own expense, maintain in force throughout the period of this GIA, and until released by all other Parties, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located. The minimum limits for the Employers' Liability insurance shall be One Million Dollars ($1,000,000) each accident bodily injury by accident, One Million Dollars ($1,000,000) each employee bodily injury by disease, and One Million Dollars ($1,000,000) policy limit bodily injury by disease.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards (if applicable), independent contractors coverage, coverage for pollution (if exposure is present) and punitive or exemplary damages, with minimum limits of One Million Dollars ($1,000,000) each occurrence/Two Million Dollars ($2,000,000) general aggregate and Two Million Dollars ($2,000,000) products and completed operations aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.3.4 Excess Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) each occurrence/Twenty Million Dollars ($20,000,000) general aggregate.

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed to by all Parties.

18.3.8 The requirements contained herein as to the types and limits of all insurance to be maintained by the Interconnection Customer and Transmission Owner are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

18.3.9 Within ten (10) days following execution of this GIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, Interconnection Customer and Transmission Owner shall provide certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer to the Other Party Group.

18.3.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2

through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This GIA may be assigned by any Party only with the written consent of the other Parties; provided that any Party may assign this GIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of Transmission Provider or Transmission Owner, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider and Transmission Owner of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider and Transmission Owner of the date and particulars of any such exercise of assignment right(s), including providing the Transmission Provider with proof that it meets the requirements of Articles 11.7 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 Severability. If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Negotiated Option (Article 5.1.3), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

22.1 Confidentiality. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to another prior to the execution of this GIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, 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.

If requested by any Party, a Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this GIA, and for a period of three (3) years after the expiration or termination of this GIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this GIA; or (6) is required, in accordance with Article 22.1.7 of the GIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this GIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this GIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 **Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to another Party. The disclosure by any Party to another Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 **No Warranties.** By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 **Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this GIA or its regulatory requirements.

22.1.7 **Order of Disclosure.** If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Parties with prompt notice of such request(s) or requirement(s) so that the other Parties may seek an appropriate protective order or waive compliance with the terms of this GIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 **Termination of Agreement.** Upon termination of this GIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 **Remedies.** In the instance where Transmission Owner is a Federal Power Agency, as specified in the opening paragraph of this Agreement, then this Section 22.1.9 shall not apply to Transmission Owner. The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Parties shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 **Disclosure to FERC, its Staff, or a State.** Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 C.F.R. Section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this GIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. Section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying another Party to this GIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to the GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. Section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this GIA ("Confidential Information") shall not be disclosed by another Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this GIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

22.1.12 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

ARTICLE 23. ENVIRONMENTAL RELEASES

23.1 Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

24.1 **Information Acquisition.** Transmission Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2 **Information Submission by Transmission Provider.** The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

25.1 **Information Access.** Each Party (the "disclosing Party") shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Parties to: (i) verify the costs incurred by the disclosing Party for which the other Parties are responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.

25.2 **Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party") shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including 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. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Parties receiving such notification to allege a cause for anticipatory breach of this GIA.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to another Party, to audit at its own expense that other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by 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 each Party's performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records. Accounts and records related to the design, engineering, procurement, and construction of Transmission Owner's Interconnection Facilities, and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to any Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

26.1 General. Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Owner be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

27.1 Submission. In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this GIA or its performance, the Parties agree to resolve such dispute using the dispute resolution procedures of the Generator Interconnection Procedures.

ARTICLE 28. REPRESENTATIONS, WARRANTIES, AND COVENANTS

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located**;** and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this GIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

ARTICLE 29. JOINT OPERATING COMMITTEE

29.1 Joint Operating Committee. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer, Transmission Owner and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. Each Party shall notify the other Parties of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of any Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this GIA. All Parties shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

29.1.1 Establish data requirements and operating record requirements.

29.1.2 Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.

29.1.3 Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Owner’s and Interconnection Customer's facilities at the Point of Interconnection.

29.1.4 Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Generating Facility and other facilities that impact the normal operation of the interconnection of the Generating Facility to the Transmission System.

29.1.5 Ensure that information is being provided by each Party regarding equipment availability.

29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

ARTICLE 30. MISCELLANEOUS

30.1 Binding Effect. This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.2 **Conflicts.** In the event of a conflict between the body of this GIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this GIA shall prevail and be deemed the final intent of the Parties.

30.3 **Rules of Interpretation.** This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

30.4 **Entire Agreement.** This GIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, a Party's compliance with its obligations under this GIA.

30.5 **No Third Party Beneficiaries.** This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 **Waiver.** The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by a Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this GIA shall, if requested, be provided in writing.

30.7 Headings. The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.

30.8 Multiple Counterparts. This GIA may be executed in three or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9 Amendment. The Parties may by mutual agreement amend this GIA by a written instrument duly executed by each of the Parties.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.

30.11 Reservation of Rights. Transmission Provider shall have the right to make a unilateral filing with FERC to modify this GIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under Section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this GIA pursuant to Section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each 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. Nothing in this GIA shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

IN WITNESS WHEREOF, the Parties have caused this GIA to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

SOUTHWEST POWER POOL, INC.

By: Lanny Nickell ______________________________

Printed Name: Lanny Nickell

Title: EVP & COO

Date: 6/19/2024

SOUTHWESTERN ELECTRIC POWER COMPANY

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

PERSICA SOLAR, LLC

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

IN WITNESS WHEREOF, the Parties have caused this GIA to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

SOUTHWEST POWER POOL, INC.

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

SOUTHWESTERN ELECTRIC POWER COMPANY

DocuSigned by:

By: Robert Bradish

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Printed Name: Robert W. Bradish

Title: Vice President

Date: 6/17/2024 | 8:29 PM EDT

PERSICA SOLAR, LLC

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

IN WITNESS WHEREOF, the Parties have caused this GIA to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

SOUTHWEST POWER POOL, INC.

By: ______________________

Printed Name: ______________________

Title: ______________________

Date: ______________________

SOUTHWESTERN ELECTRIC POWER COMPANY

By: ______________________

Printed Name: ______________________

Title: ______________________

Date: ______________________

PERSICA SOLAR, LLC

DocuSigned by:

By: Petter Skantze

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Printed Name: Petter Skantze

Title: Vice President

Date: June 14, 2024

DS

kO

Katherine O'Konski

Senior Attorney

June 10, 2024

APPENDIX A TO GIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

NOTE: The facilities described in this Appendix are based on the studies conducted in response to the Interconnection Request GEN-2017-141 and GEN-2017-140.

1. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities: Interconnection facilities to be designed, procured, constructed, installed, maintained, and owned by Interconnection Customer and Persica Solar II, LLC ("Persica Solar II," and collectively with Interconnection Customer, the "Interconnection Customers") at their sole expense:

- 34.5 kV underground cable collection circuits;
- 34.5 kV to 345 kV transformation substation with associated 34.5 kV and 345 kV switchgear;
- One 345/34.5 kV 108/144/180 MVA (ONAN/ONAF/ONAF) step-up transformer to be owned and maintained by the Interconnection Customer at the Interconnection Customers' substation;
- An approximately 273 mile overhead 345 kV line to connect the Interconnection Customers' substation to the Point of Change of Ownership ("PCO") at Transmission Owner's dead-end structure outside Transmission Owner's Clarksville 345 kV Substation;
- Interconnection Customers' 345 kV transmission line described above will include optical ground wire ("OPGW") and a second fiber optic cable (with a physically separate path for redundancy) from Interconnection Customers' substation to the PCO (for example: a second OPGW or ADSS fiber path);
- Splice cases, fiber slack storage devices, and hand-hole facilities, as applicable, to accommodate Transmission Owner's and Interconnection Customers' fiber optic cables at the PCO;
- All-dielectric fiber optic station entrance system including fiber distribution panel at the Generating Facility Substation;
- Interconnection Customer will provide by way of inter-control center communications protocol ("ICCP") the accumulated and real-time Generating Facility and ICIF data as specified by Transmission Owner in accordance with Articles 7 and 8 of this Agreement;
- Equipment at the Interconnection Customers' substation necessary to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 95% lagging and 95% leading in accordance with FERC Order No. 827. The Interconnection Customer may use turbine manufacturing options for providing reactive power under no/reduced generation conditions. The Interconnection Customers will be required to provide documentation and design specifications demonstrating how the requirements are met; and,

- All necessary relay, protection, control and communication systems required to protect Interconnection Customers' Interconnection Facilities and Generating Facility and coordinate with Transmission Owner's relay, protection, control, and communication systems.

(b) Transmission Owner's Interconnection Facilities: Interconnection facilities that are to be designed, procured, constructed, installed, maintained, owned and/or controlled by Transmission Owner at Interconnection Customer's sole expense.

Description	Total Cost Estimate	Allocated Share	Allocated Cost Estimate
• **<u>Transmission Owner's Clarksville 345kV Substation (143387):</u>** Construct one (1) 345 kV line terminal, line switches, dead end structure, line relaying, communications, revenue metering, line arrestor, and all associated equipment and facilities necessary to accept transmission line from Interconnection Customer's Generating Facility. • Install a 345 kV span from the Point of Interconnection to the PCO at Transmission Owner's dead-end structure outside the Clarksville Substation fence as described in Section 8 of this Appendix A. **Estimated Lead Time: 36 months**	$2,936,546	50%	$1,468,273*
Total TOIF	**$2,936,546**		**$1,468,273**

* If Persica Solar II fails to pay its allocated share of the estimated costs for Transmission Owners Interconnection Facilities and Network Upgrades, Transmission Owner shall have the right to suspend work hereunder until such time as Persica Solar II or Interconnection Customer cure the delinquency. If neither Persica Solar II nor Interconnection Customer cure the delinquency, such failure shall be deemed to be a Breach under Section 17.1 of this GIA.

If the Persica Solar II GIA is terminated, Interconnection Customer agrees to pay Persica Solar II's unpaid share of the cost of the Transmission Owner's Interconnection Facilities, such that Interconnection Customer pays the full amount of such costs.

(c) Operation and Maintenance Charge: Pursuant to Section 10.5 and Article 12 of this Agreement, Interconnection Customer shall pay Transmission Owner a monthly charge as determined below (the “Monthly Charge”) related to the Transmission Owner’s Interconnection Facilities (“TOIF”). The monthly charge shall be shared between Interconnection Customer and GEN-2017-140 based on the allocated share of the TOIF specified in each generator interconnection agreement, however, Interconnection Customer and Persica Solar II shall be jointly and severally liable for payment of the full amount.

The Monthly Charge shall commence on the first of the month following the in-service date of TOIF and shall be determined as shown below. Line 1 of this calculation shall be updated as described below. Lines 2, 3, and 4 of this calculation shall initially be based on the most recently filed annual true-up to the Transmission Owner’s populated Transmission Cost of Service Formula Rate (“TCOS Formula Rate”), which formula is set forth in the SPP Tariff, Attachment H Addendum 4 (AEP) Part 1, or its successor. The same lines will be updated based on the formula rate’s annual true-up submitted to FERC. The updates will be made effective the first day of the month after 45 days has passed since the date of the true-up submission.

For any additions, removals, modifications, or replacements of the TOIF, Interconnection Customers shall pay to Transmission Owner the capital cost of any such additions, removals, modifications, or replacements of the TOIF as contributions-in-aid-of-construction, plus any applicable taxes. The “Cost of TOIF” used to determine the Monthly Charge shall be updated annually, to reflect any such changes; the update to Line 1, if any, will be effective the same date as the updates to Lines 2, 3, and 4.

The revisions described above shall determine an updated value for Line 6 of the Monthly Charge calculation. Any revisions to Lines 1, 2, 3, and 4 of this calculation made in accordance with this section shall not require filing with the Commission. The cost of TOIF and the Monthly Charge shall be rounded to the nearest dollar.

1.	Cost of TOIF (initial amount set by estimate in Appendix A Section 1(b)), updated annually on the same date that Transmission Owner’s TCOS Formula Rate is updated to reflect actual cost, additions, removals, modifications, or replacements)	
2.	Multiplied by:	Net Plant In Service (Transmission)
3.	Divided by:	Gross Plant In Service (Transmission)
4.	Multiplied by:	Net Plant Carrying Charge (w/o ROE incentives, depreciation, income taxes, or return) – Annual Rate
5.	Divided by:	12 Months
6.	Equals:	Monthly Charge

The terms of this Section may be revised or amended pursuant to Section 205 or 206 of the Federal Power Act.

2. Network Upgrades:

(a) Stand Alone Network Upgrades: Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. The Transmission Provider, Transmission Owner and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades. Stand Alone Network Upgrades that are to be designed, procured, constructed, installed and owned by Transmission Owner that are the 100% cost responsibility of the Interconnection Customer:

Description	**Allocated Cost Estimate**
None	$0
Total Stand-Alone Network Upgrades	**$0**

(b) Network Upgrades constructed by Transmission Owner: Network Upgrades that are to be designed, procured, constructed, installed and owned by the Transmission Owner that are the 100% cost responsibility of the Interconnection Customer:

Description	**ILTCR**	**Allocated Cost Estimate**
None	N/A	$0
Total Non-Shared Network Upgrades		**$0**

(c) Network Upgrades constructed by other transmission owning entity: Network Upgrades to be designed, procured, constructed, installed and owned by another transmission owning entity that are the 100% cost responsibility of the Interconnection Customer. These Network Upgrades will require a Notification to Construct:

Description	**ILTCR**	**Allocated Cost Estimate**
Oklahoma Gas and Electric Company's ("OG&E") Muskogee 345kV Substation (143561): Update relay settings at OG&E Muskogee and electrical modeling work. **Estimated Lead Time: 4 Months**	Ineligible	$15,000
Total Network Upgrades by other transmission owning entity		**$15,000**

(d) Shared Network Upgrades: Network Upgrade that is needed for the interconnection of multiple interconnection customers' generating facilities and which is the shared funding responsibility of such interconnection customers that may also benefit other interconnection customer(s) that are later identified as beneficiaries. These Shared Network Upgrades may be constructed by the Transmission Owner or another transmission owning entity as identified. Network Upgrades constructed by transmission owning entities other than the Transmission Owner will require Transmission Provider to issue a Notification to Construct to the constructing entity, if not contained in a separate construction agreement:

Description	ILTCR	Total Cost Estimate	Allocated Share	Allocated Cost Estimate
Transmission Owner's Clarksville 345kV Substation Expansion (143384): Expand the Clarksville 345kV substation to accommodate the interconnection of GEN-2017-140, GEN-2017-141. **Estimated Lead Time: 36 months**	Ineligible	$2,499,073	60.17%	$1,503,692
Total Shared Network Upgrades		**$2,499,073**		**$1,503,692**

(e) Contingent Facilities: Network Upgrades that are required for the interconnection of Interconnection Customer's Generating Facility, but are not the cost responsibility of the Interconnection Customer, subject to restudy:

Description	Current Cost Assignment	Estimated In-Service Date
None	$0	N/A

(f) Affected System Upgrades: Upgrades that the Affected System identified as required for the interconnection of Interconnection Customer's Generating Facility. Affected System Upgrades to be designed, procured, constructed, installed and owned by the Affected System Operator that are the cost responsibility of the Interconnection Customer:

Description	Total Cost Estimate	Allocated Share	Allocated Cost Estimate
None	$0	N/A	$0
Total Affected System Upgrades	**$0**		**$0**

3. Summary of Generation Interconnection Costs:

(a) Transmission Owner Interconnection Facilities: The cost for the Transmission Owner's Interconnection Facilities to be constructed by Transmission Owner.	$1,468,273
(b) Creditable Network Upgrades: The portion of the Network Upgrades that qualify as creditable upgrades. These upgrades could be subject to the transmission service credits described in Article 11.5 of this Agreement and will be adjusted for actual costs and expenses incurred in accordance with Article 11.5.	$0
(c) Non-creditable Network Upgrades: The portion of the Network Upgrades that do not qualify as creditable upgrades. These upgrades are not subject to the transmission service credits describes in Article 11.5 of this Agreement.	$1,518,692
(d) Total Interconnection Costs: The total cost for the Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, and Network Upgrades. The Interconnection Customer is responsible for payment for the engineering, procurement, and construction of the Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, and Network Upgrades pursuant to the payment schedule as indicated in Appendix B, Milestones.	$3,004,965
(e) Initial Payment: Pursuant to Article 11.6 of this Agreement, the Interconnection Customer's Initial Payment will be equal to the greater of a) twenty (20) percent of the total cost of Network Upgrades, Shared Network Upgrades, Transmission Owner Interconnection Facilities and/or Distribution Upgrades or b) $4,000/MW of the size of the Generating Facility. Any remaining milestone deposits provided by Interconnection Customer in Section 8.2 and Section 8.9 of the GIP will be applied to the Initial Payment requirement.	$966,800

If Security Deposits by Interconnection Customer were provided in the form of cash pursuant to the Definitive Interconnection System Impact Study and Interconnection Facilities Study procedures and held by Transmission Provider, Transmission Owner may invoice the Transmission Provider, up to the amount held, pursuant to the milestones of Appendix B. If Security Deposits by Interconnection Customer were provided in the form of a Letter of Credit pursuant to the Definitive Interconnection System Impact Study (DISIS) and Interconnection Facilities Study procedures, the Interconnection Customer must assign a Letter of Credit to the Transmission Owner pursuant to the milestones of Appendix B.

(f) Taxes, Interests and/or Penalties: Interconnection Customer's estimated liability for reimbursement of Transmission Owner for taxes, interest and/or penalties under Article 5.17.3. This estimate assumes that there are no costs incurred by the Transmission Owner for land. $0

(g) Final Invoice: All cost estimates will be trued up for actual costs and expenses for purposes of final billing under Article 12.2.

4. Distribution Upgrades:

- None

5. Interconnection Service:

Interconnection Customer has requested the following (from Appendix 3 of the GIP):

_____ MW Energy Resource Interconnection Service
241.7 MW Network Resource Interconnection Service

Total Interconnection Service shall be limited to no more than 241.7 MW at any time.

6. Construction Option Selected by Interconnection Customer:

Interconnection Customer has selected the Standard Option for construction of the Transmission Owner's Interconnection Facilities and the Stand Alone Network Upgrades.

7. Permits, Licenses, and Authorizations:

Permit, License, and/or Authorization	Responsible Party	Date Required
Obtain Governmental Authorization (as necessary).	As necessary	As required

8. Description of the Point of Change of Ownership:

The Point of Change of Ownership is located at the point where Interconnection Customers' 345 kV line from the collector station attaches to Transmission Owner's dead-end turning structure outside the 345 kV Station fence, as shown in Figure A-1, which drawing is attached hereto and made a part hereof. Interconnection Customers will own the hardware required to attach the line. Transmission Owner will own the jumpers connecting to Interconnection Customers' line.

9. Description of the Point of Interconnection:

The Point of Interconnection will be in Wagoner County, Oklahoma at the point where the 345 kV circuit from the Generating Facility is attached to the 345 kV ring bus at the

Transmission Owner's 345 kV Clarksville 345 kV Switching Station, as shown in Figure A-1.

10. Higher-Queued Interconnection Customers:

- GEN-2015-013
- GEN-2015-045
- GEN-2015-048
- GEN-2015-052
- GEN-2015-055
- GEN-2015-062
- GEN-2015-066
- GEN-2015-092
- GEN-2015-093
- GEN-2015-095
- GEN-2016-003
- GEN-2016-030
- GEN-2016-032
- GEN-2016-045
- GEN-2016-051
- GEN-2016-057
- GEN-2016-063
- GEN-2016-071
- GEN-2016-091
- GEN-2016-095
- GEN-2016-097
- GEN-2016-102
- GEN-2016-118
- GEN-2016-119
- GEN-2016-126
- GEN-2016-128
- GEN-2016-131
- GEN-2016-132
- GEN-2016-133
- GEN-2016-134
- GEN-2016-137
- GEN-2016-138
- GEN-2016-139
- GEN-2016-141
- GEN-2016-142
- GEN-2016-145
- GEN-2016-146
- GEN-2016-167
- GEN-2016-037
- GEN-2017-011

- GEN-2017-023
- GEN-2017-027
- GEN-2017-036
- GEN-2017-040
- GEN-2017-057
- GEN-2017-061
- GEN-2017-071
- GEN-2017-072
- GEN-2017-073
- GEN-2017-074
- GEN-2017-075
- GEN-2017-076
- GEN-2017-077
- GEN-2017-092N

11. Candidate Incremental Long-Term Congestion Rights:

- Source **N/A**
- Sink **N/A**
- Candidate Incremental LTCR MW **N/A**
- Term (years from in-service date of Network Upgrade) **N/A**

12. Shared Facilities

Interconnection Customer shall enter into a shared facilities agreement or comparable agreement ("Shared Facilities Agreement") with Persica Solar II and provide a fully executed copy of such agreement to Transmission Provider and Transmission Owner at the time such agreement is filed by the Interconnection Customer with FERC, but in no instance later than ten (10) Business Days prior to energization of Transmission Owner's Interconnection Facilities. Interconnection Customer and Persica Solar II may be referred to in this Section collectively as the "Shared Facility Parties." Pursuant to this GIA, Interconnection Customer, Transmission Provider, and Transmission Owner agree to the following additional terms and conditions for the interconnection of the Generating Facility:

(a) Separate GIAs: To obtain Interconnection Service, the Interconnection Customer has entered into this GIA for its respective queue position pursuant to the Tariff to govern the individually owned ICIF located behind the Point of Interconnection shown in Appendix A to this GIA. The ICIF located behind the Point of Interconnection for the queue position for GEN-2017-140 is specified in Appendix A to that GIA.

(b) Single Point of Interconnection: As shown in Appendix A of each of the Shared Facility Parties' respective GIAs, there is a single Point of Interconnection serving the respective ICIF of the Shared Facility Parties. That single Point of Interconnection is physically located at a point described in each applicable GIA. The Shared Facility Parties will jointly own or have access rights over certain ICIF as depicted in Figure A-1 (the "Shared Facilities"). Based upon the terms of the Shared Facilities Agreement or other comparable agreement, Interconnection Customer has rights to access and use its pro rata share of these

ICIF to transport energy produced by the Generating Facility to the Point of Interconnection.

(c) Shared Facilities Agreement: Interconnection Customer acknowledges and agrees that Interconnection Service for Interconnection Customer depends upon the physical availability of, and Interconnection Customer's right to utilize the Shared Facilities. Accordingly, the following shall apply:

(i) Pursuant to the Shared Facilities Agreement or other comparable agreement, Interconnection Customer has certain rights to access and use the Shared Facilities as described in such agreement.

(ii) The Interconnection Customer shall notify Transmission Provider and Transmission Owner within ten (10) business days if the Shared Facilities Agreement is terminated. In the event the Shared Facilities Agreement is terminated, other than as a result of the Shared Facility Parties being owned by the same entity(ies), Interconnection Customer shall coordinate with Transmission Owner and Transmission Provider to provide information reasonably required by Transmission Owner and Transmission Provider to demonstrate that Interconnection Customer will be able to continue to operate Interconnection Customer's Generating Facility in accordance with the terms and conditions of this GIA.

(iii)In the event Interconnection Customer is unable to move the energy produced by the Generating Facility to the Point of Interconnection due to termination of the Shared Facilities Agreement or for any other reason related to the joint use of the Shared Facilities, Transmission Provider and Transmission Owner shall incur no liability to Interconnection Customer with respect to such losses or other impacts resulting from Interconnection Customer's inability to access the Point of Interconnection over the Shared Facilities. In the event that the Shared Facilities become unavailable to transmit energy produced by the Generating Facility and/or the Generating Facilities of GEN-2017-140, it shall be the Interconnection Customer's sole responsibility to acquire and install, or to obtain rights to utilize, other Interconnection Facilities necessary to enable the Interconnection Customer to deliver energy produced by the Generating Facility to the Point of Interconnection set forth in Appendix A of this GIA.

(d) Disputes between the Shared Facility Parties: Interconnection Customer agrees that all issues between the Shared Facility Parties regarding invoices, disbursements, operations, maintenance, liability and all other matters related to their respective Generating Facilities or the Shared Facilities shall be resolved between the Shared Facility Parties and shall not be the responsibility or obligation of the Transmission Provider and/or Transmission Owner under this GIA.

(e) Additional Liability and Indemnification Provisions: Notwithstanding anything in this Appendix A or this GIA regarding limitation of liability or indemnification to the contrary, Transmission Provider, Transmission Owner, and Interconnection Customer hereby agree that: (a) Interconnection Customer shall indemnify, defend and hold harmless Transmission Owner and Transmission Provider from all liability, damages, costs, and expenses (including attorneys' fees) whatsoever related to, or arising from, any claims resulting from acts taken by or omissions of Interconnection Customer under the Shared Facilities Agreement; and (b) Transmission Provider and Transmission Owner shall not be liable, whether based on contract, warranty, tort, strict liability or otherwise, to Interconnection Customer for cessation, interruption or reduction of service, or any damages whatsoever, including direct, incidental, consequential, punitive, special, exemplary, or indirect damages, arising or resulting from the exercise of any right or remedy by Transmission Provider or Transmission Owner under the GEN-2017-140 GIA, provided however, the limitation of liability in this section shall not apply to the direct damages that arise or result from the gross negligence or willful misconduct of Transmission Provider or Transmission Owner.

(f) Notices to Interconnection Customer: Any required notice and all communications to the Interconnection Customer made pursuant to Article 15 of this GIA regarding the Shared Facilities shall be delivered to Interconnection Customer at the address set out in Appendix F and shall constitute notice to both of the Shared Facility Parties. Transmission Provider and Transmission Owner shall not be obligated to provide any additional notice. Interconnection Customer may change the point of contact for this GIA by providing the Transmission Provider and Transmission Owner with notice of such change in accordance with the terms of this GIA, provided that Interconnection Customer designates only one party to receive notices on behalf of the Shared Facility Parties, and that same party is so designated in each of the Shared Facility Parties' GIAs.

(g) Suspension. If Persica Solar II suspends Transmission Owner's work under its GIA, Transmission Owner shall notify Interconnection Customer of the suspension notice. Within five (5) Business Days, Interconnection Customer shall provide written notice to Transmission Owner whether it also requests suspension of the work or if it requests Transmission Owner to continue to perform work under this GIA. If Interconnection Customer requests that the Transmission Owner also suspend work under this GIA, then the provisions of Section 5.16 of this GIA shall apply. If Interconnection Customer requests Transmission Owner proceed with work under this GIA, then Interconnection Customer agrees to pay, in accordance with the schedule identified in Appendix B, both its allocated share and Persica Solar II's allocated share of the Transmission Owner's Interconnection Facilities and Network Upgrades to be constructed by Transmission Owner If Interconnection Customer fails to respond to the suspension notice provided from the Transmission Owner, then Persica Solar II's suspension notice shall be deemed to also be a request for suspension of work by Interconnection Customer under Section 5.16 of this GIA.

13. Diagrams and Figures:

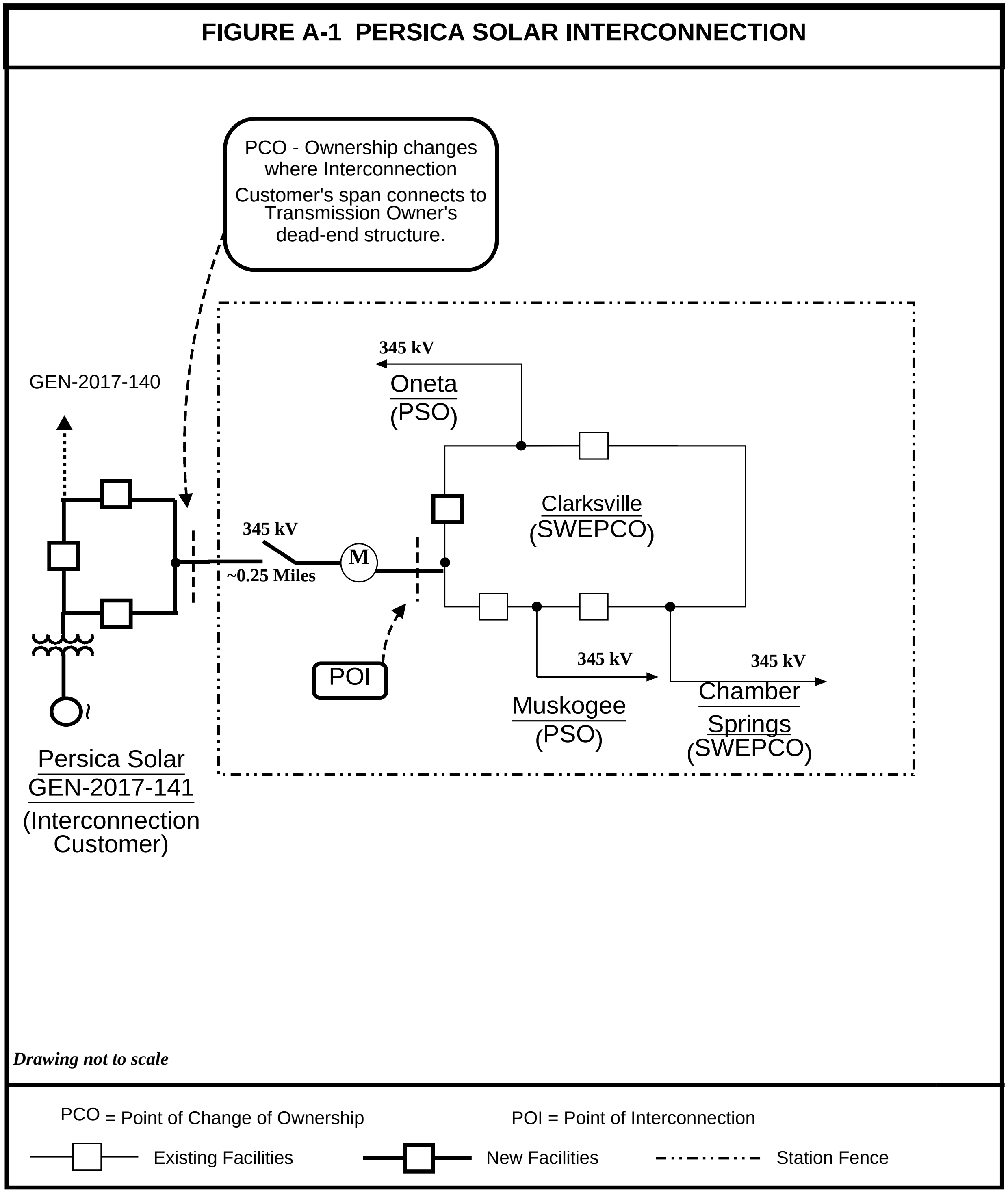

Figure A-1: One-line Diagram of Point of Interconnection

APPENDIX B TO GIA

Milestones

Item	Action	Responsible Party	Completion Date
1	Provide financial security deposits to the Transmission Provider as required by GIP to complete Definitive Interconnection System Impact Study.	Interconnection Customer	Complete
2	Complete Facilities Study.	Transmission Provider	Complete 06/07/2023
3	Provide to Transmission Provider Site Control and Generating Facility development milestones per Generator Interconnection Procedure Section 11.3.	Interconnection Customer	Within fifteen (15) Business Days after receipt of final GIA
4	Complete and provide to Transmission Provider the Bank Information and W-9 Forms for the Interconnection Customer entity listed in this GIA.	Interconnection Customer	Within fifteen (15) Business Days after receipt of final GIA
5	Provide Initial Payment per Article 11.6, Appendix A Item 3.(e) less sum of cash-only Security to Transmission Provider: $4,000 x 241.7 MW = **$966,800**	Interconnection Customer	Thirty (30) Calendar Days after Effective Date of final GIA
6	Transmission Provider transfers Initial Payment and/or Security Deposit up to a total of ($15,000/$3,004,965) x $966,800 = **$3,255** (on a pro rata cost base) to OG&E for Network Upgrades in Appendix A, Item 2.(c).	Other transmission owning entity and Transmission Provider	Upon Invoice from other transmission owning entity
7	Issue Notification to Construct (NTC) to OG&E for Network Upgrades in accordance with Attachment O of the Tariff.	Transmission Provider	Within forty-five (45) Calendar Days after Effective Date of final GIA
8	Provide written authorization to proceed with design, procurement, and construction of Transmission Owner Interconnection Facilities and all Network Upgrades listed in Appendix A, Item(s) 1.(b) and 2.(d) to be constructed by Transmission Owner per Article 5.5.2.	Interconnection Customer	Ten (10) Business Days after the Effective Date of the GIA

9	Issue Invoice #1 to Transmission Provider for **$150,000** for Transmission Owner's Interconnection Facilities and Network Upgrades in Appendix A Item(s) 1.(b) and 2.(d).	Transmission Owner	Four (4) months after receiving written authorization to proceed per Article 5.5.2. Expected 11/07/2024
10	Pay Invoice #1 to Transmission Owner	Transmission Provider	Thirty (30) days after receiving invoice
11	Submit Transmission Owner's Interconnection Facilities and Network Upgrade information to Transmission Provider's MOD-032-1 Model On Demand Database and Engineering Data Submission Tool (EDST).	Transmission Owner	No Later than 120 Calendar Days after the GIA Effective Date
12	Submit Interconnection Customer's required power flow, short circuit, and dynamic generating facilities modeling data to Transmission Provider's MOD-032-1 Model On Demand Database and EDST pursuant to NERC standard MOD-032-1 and in accordance with Transmission Provider MDWG manual requirements.	Interconnection Customer	No Later than 120 Calendar Days after the GIA Effective Date
13	Obtain Governmental Authorizations (as necessary).	As necessary	As required
14	Provide written authorization to proceed with design, procurement, and construction of all Network Upgrades listed in Appendix A, Item 2.(c) to be constructed by OG&E.	Interconnection Customer	Two (2) months after Effective Date
15	Provide remainder payment for Network Upgrades to be constructed by OG&E in Appendix Item 2.(c) less sum of payment listed in Milestone 6 to OG&E= **$11,745**	Interconnection Customer	Thirty (30) Calendar Days after Effective Date of GIA
16	Issue Invoice #2 to Transmission Provider for **$813,545** for Transmission Owner's Interconnection Facilities and network Upgrades in Appendix A Item(s) 1.(b) and 2.(d).	Transmission Owner	Eight (8) months after receiving written authorization to proceed per Article 5.5.2. Expected 03/07/2025
17	Pay Invoice #2 to Transmission Owner	Transmission Provider	Thirty (30) days after receiving invoice

18	Issue Invoice #3 to Interconnection Customer for **$981,172** for Transmission Owner's Interconnection Facilities and network Upgrades in Appendix A Item(s) 1.(b) and 2.(d).	Transmission Owner	Fourteen (14) months after receiving written authorization to proceed per Article 5.5.2. Expected 09/07/2025
19	Pay Invoice #3 to Transmission Owner [Note 1]	Interconnection Customer	Thirty (30) days after receiving invoice
20	Issue Invoice #4 to Interconnection Customer for $3,004,565 - $150,000 - $813,545 - $981,172 = **$1,045,248** for Transmission Owner's Interconnection Facilities and Network Upgrades in Appendix A Item(s) 1.(b) and 2.(d).	Transmission Owner	Twenty (20) months after receiving written authorization to proceed per Article 5.5.2. Expected 02/07/2026
21	Pay Invoice #4 to Transmission Owner [Note 1]	Interconnection Customer	Thirty (30) days after receiving invoice
22	Complete Transmission Owner Interconnection Facilities and Shared Network Upgrade identified in Appendix A, Item 1.(b) and 2.(d).	Transmission Owner	Thirty-six (36) months after receiving written authorization to proceed per Article 5.5.2., provided that the last two months of construction are not during Transmission Owner's peak load season (June-September). Expected 06/29/2027
23	Complete Network Upgrades constructed by **OG&E** listed in Appendix A, Item 2.(c).	Other Transmission Owning Entity(ies)	06/29/2027
24	Interconnection Customer to complete registration of the Generating Facility as a market asset in the Transmission Provider's Integrated Marketplace in accordance with Attachment AE of the Tariff and the Transmission Provider's Market Protocols and notify Transmission Owner Operational Contact(s) listed in Appendix F.	Interconnection Customer (if applicable)	Registration process must be completed prior to energization of the interconnection and applicable resources for either generation testing or commercial operation
25	Provide documentation of generator auxiliary power arrangements to Transmission Owner as specified in Appendix C, Item 4.(a).	Interconnection Customer	Thirty (30) days prior to Energization of Interconnection Customer's Interconnection Facilities
26	Execute Meter Agent Services Agreement as specified in Appendix C, Item 4.(h).	Interconnection Customer and Transmission Owner	Thirty (30) days prior to Energization of Interconnection Customer's Interconnection Facilities

27	Energization of Interconnection Customer's Interconnection Facilities.	Interconnection Customer	Thirty-six (36) months after receiving written authorization to proceed per Article 5.5.2., provided that the last two months of construction are not during Transmission Owner's peak load season (June-September). Expected 06/30/2027
28	Provide a fully executed copy of the Shared Facilities Agreement to Transmission Owner and Transmission Provider as required in Appendix A Section 12.	Interconnection Customer	When filed by the Interconnection Customer at FERC, but no later than ten (10) Business Days prior to Energization of Transmission Owner's Interconnection Facilities
29	If data from Milestone 11 has changed, submit Transmission Owner's Interconnection Facilities and Network Upgrade information to Transmission Provider's MOD-032-1 Model On Demand Database and EDST for "as built" facilities.	Transmission Owner	Within 120 Calendar Days before Initial Synchronization Date
30	If data from Milestone 12 has changed, submit Interconnection Customer's required power flow, short circuit, and dynamic generating facilities modeling data to Transmission Provider's MOD-032-1 Model On Demand Database and EDST for "as built" facilities pursuant to NERC standard MOD-032-1 and in accordance with Transmission Provider MDWG manual requirements.	Interconnection Customer	Within 120 Calendar Days before Initial Synchronization Date
31	Provide to Transmission Provider updated project design per Article 5.10.4.	Interconnection Customer	Six (6) months prior to Initial Synchronization Date
32	Submit Dynamic Model Characteristic Updates pursuant to NERC standards IRO-010 and TOP-003 and in accordance with Required Data Specification for the Transmission Provider Reliability Coordinator and the Transmission Provider Balancing Authority in the Eastern Interconnection. (EngModelChanges@spp.org)	Interconnection Customer	Thirty (30) Calendar Days prior to Initial Synchronization Date
33	Initial Synchronization Date.	Interconnection Customer	06/30/2027

34	Begin trial operation & testing per Article 6.1.	Interconnection Customer and Transmission Owner	07/01/2027
35	Provide to Transmission Provider as-built design per Article 5.10.5.	Interconnection Customer	Prior to Commercial Operation Date, or as soon as possible thereafter
36	Submit Dynamic Model Characteristic Updates pursuant to NERC standards IRO-010 and TOP-003 and in accordance with Required Data Specification for the Transmission Provider Reliability Coordinator and the Transmission Provider Balancing Authority in the Eastern Interconnection. (EngModelChanges@spp.org)	Interconnection Customer	Within thirty (30) Calendar Days of updated information being determined
37	Commercial Operation Date. Commercial Operation Date for full Interconnection Service is achievable after completion of Appendix A Item(s) 1.(b), 1.(c), 2.(b), 2.(c), 2.(d), 2.(e), and 2.(f) upgrades (if applicable).	Interconnection Customer	12/31/2027
38	Final accounting of costs incurred by Transmission Owner for Transmission Owner's Interconnection Facilities and Network Upgrades constructed by Transmission Owner as per Article 12.2. Interconnection Customer responsible for actual costs identified in Appendix A.	Transmission Owner	Within six (6) months following completion of Transmission Owner's Interconnection Facilities and Network Upgrades
39	Payment of any balance due, based on final accounting of costs.	Interconnection Customer, Transmission Provider or Transmission Owner, as applicable	Two (2) months following completion of final accounting of costs for Transmission Owner's Interconnection Facilities
40	Release Letter of Credit and/or unused deposits held (if applicable).	Transmission Provider	Within one (1) month following Commercial Operation Date
41	Provide Transmission Provider with summary of date and amount of each payment for Network Upgrades per Article 12 required in order to accurately implement Article 11.5.	Interconnection Customer	Within one (1) month following payment of Final invoice

Note 1 - If Interconnection Customer fails to make payment when and as due, Transmission Owner shall have the right to suspend performance until the failure is cured in addition to any other rights of Transmission Owner under Section 17.1.

APPENDIX C TO GIA

Interconnection Details

This Appendix C is an integral part of this Agreement among the Interconnection Customer, Transmission Provider and Transmission Owner.

1. Description of Generating Facility:

Interconnection Customer's Generating Facility will consist of one-hundred twenty-one (121) TMEIC Ninja 2.0 MW inverters for a total generating nameplate capacity of 242 MW. The sum of the output from the turbines is limited at the Point of Interconnection by the power plant controller (PPC) to 241.7 MW Interconnection Service, as listed in Appendix A. The inverters will be equipped with the manufacturer's low voltage ride-through package to meet the requirements of Appendix G. The Interconnection Customer is required to maintain a composite power delivery at a continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging in accordance with FERC Order 827. Additionally, the Interconnection Customer will be required to install any equipment necessary to meet the voltage schedule requirements in Article 9.6.2 of this Agreement.

2. Point of Change of Ownership:

Refer to Appendix A, Section 8 for Point of Change of Ownership.

3. Point of Interconnection:

Refer to Appendix A, Section 9 for Point of Interconnection.

4. Transmission Owner Specific Interconnection Requirements:

(a) Additional Communication Requirements;
The Interconnection Customer, at its sole expense, will maintain in operating condition such Optical Ground Wire ("OPGW") and associated station entrance cable systems at the Interconnection Customer's substation and the Transmission Owner's substation. Additional communication requirements for the Interconnection Customer's Interconnection Facilities and the Generating Facility are as noted in Section 8.0 **METERING, SCADA AND COMMUNICATION REQUIREMENTS** of the Transmission Owner's "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" or the (applicable superseding document) in effect at the time Interconnection Customer provides authorization to proceed with the commencement of construction or modification.

(b) Auxiliary Power;
Interconnection Customer shall be responsible for making all appropriate arrangements for auxiliary power requirements, including the delivery component of transmission service, if applicable. Interconnection Customer shall cause such arrangements to be in effect prior

to the In-Service Date. Such arrangements shall be made with appropriate suppliers under agreements separate from this Agreement. If Interconnection Customer supplies its auxiliary power, the auxiliary power loads shall be netted against Interconnection Customer's output. Upon request of Transmission Owner or Transmission Provider, Interconnection Customer shall provide documentation of its auxiliary power arrangements.

(c) Completion of Interconnection;

Interconnection Customer understands and agrees that Transmission Owner shall complete the connection of the Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities and will manage all work on Transmission Owner's Transmission System. Interconnection Customer shall not interconnect with the Transmission System prior to completion of the installation and testing of the Metering Equipment, RTU and other monitoring equipment in accordance with the terms of Articles 7 and 8 of this Agreement.

(d) Construction Status;

The Interconnection Customer shall inform Transmission Owner and Transmission Provider on a regular basis, and at such other times as they reasonably request, of the status of the construction and installation of the Interconnection Customer's Interconnection Facilities and the Generating Facility including, but not limited to, the following information: (i) progress to date; (ii) a description of scheduled activities for the next period; and (iii) the identification of any event which the Interconnection Customer reasonably expects may delay construction of the Interconnection Customer's Interconnection Facilities and/or the Generating Facility.

(e) Control Area;

The Parties agree that at the time this Agreement is executed, Interconnection Customer plans to operate the Generating Facility in the Transmission Owner's Control Area. Interconnection Customer agrees to provide at least six (6) months advance notice to Transmission Owner and Transmission Provider prior to changing the Generating Facility to a different Control Area. Interconnection Customer shall comply with all of Transmission Owner's requirements and specifications for metering and telemetry required to accomplish the operation of the Generating Facility in a different Control Area.

(f) Design and Construction;

Interconnection Customer agrees to cause the Interconnection Customer's Interconnection Facilities to be constructed and to provide information in accordance with the Transmission Owner's "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" and the "Standards and Expectations for Siting, Real Estate, Right-of-Way, and Environmental Permitting for Transmission Interconnection Projects" (or applicable superseding document) in effect at the time Interconnection Customer provides authorization to proceed with the commencement of the initial construction hereunder or modification of the Interconnection Customer's Interconnection Facilities.

(g) Disturbance Monitoring Requirements;

For disturbance monitoring of Interconnection Customer's facilities, Transmission Owner may require a combination of station data repository points and event recordings as specified in Appendix A. Station data repository points are collected by Transmission Owner's station data repository. Event recordings are to be supplied to Transmission Owner by Interconnection Customer from Interconnection Customer's equipment. A station data repository and associated recording equipment will be owned and installed by Transmission Owner; installation shall be at either Transmission Owner's or Interconnection Customer's facilities, as determined by Transmission Owner. If more than one generation unit is connected to the low side of the step-up transformer or transmission line tied to Transmission Owner, the station data repository and recording equipment will be installed at the generation plant. Such Transmission Owner recording equipment, consisting of one or more intelligent electronic devices, monitors Interconnection Customer's facilities and is polled by the station data repository. For a station data repository installed in Interconnection Customer's facilities, Interconnection Customer shall provide the cable and conduit for the station data repository and the necessary connections to the recording equipment; Transmission Owner will terminate the signal connections in the station data repository and recording equipment. A project-specific station data repository points list will be developed by Transmission Owner based upon the project's electrical configuration. For such purpose, Interconnection Customer shall be responsible for providing Transmission Owner with metering and relaying one-line diagrams of Interconnection Customer's facilities. For thermal powered generation, Interconnection Customer is required, upon Transmission Owner request, to provide event recordings per generation unit in a format satisfactory to Transmission Owner. For all other generation, including, but not limited to solar and wind generation, Interconnection Customer is required, upon Transmission Owner request, to provide event recordings per collection feeder in a format satisfactory to Transmission Owner. All disturbance monitoring equipment shall be equipped for time synchronization. The monitoring requirements of Transmission Owner do not reduce Interconnection Customer's obligation to meet all disturbance monitoring requirements of NERC.

(h) Meter Agent Agreement;

Prior to energizing the Interconnection Customer's Interconnection Facilities, Interconnection Customer and Transmission Owner agree to enter into a Meter Agent Services Agreement which designates Transmission Owner as the meter agent for the Generating Facility.

(i) No Simultaneous Interconnections;

Interconnection Customer agrees that it will not interconnect or operate any part of its system connected to the Transmission System in synchronization with any other electric system, whether such other electric system is supplied with electricity by Interconnection Customer, a third party, or from another point of connection with the Transmission System. This Agreement provides only for interconnection of the Generating Facility with the Transmission System. Nothing in this Agreement shall be read as a request by Interconnection Customer or a commitment by Transmission Owner to install any facilities other than those necessary to interconnect the Generating Facility with the Transmission System.

(j) Specifications;

Interconnection Customer shall submit preliminary specifications for Interconnection Customer Interconnection Facilities, including System Protection Facilities, to Transmission Provider and Transmission Owner no more than sixty (60) days after the Effective Date of this Agreement. Interconnection Customer acknowledges that if the final specifications provided to Transmission Provider and Transmission Owner in accordance with Article 5.10 of this Agreement contain changes from the preliminary specifications such that Transmission Owner's Interconnection Facilities or the Network Upgrades must be changed, then Transmission Owner's obligation to complete its portion of the Transmission Owner's Interconnection Facilities and the Network Upgrades according to the schedule in Appendix B Milestones shall be waived. Under such circumstances, Transmission Owner shall notify Interconnection Customer and Transmission Provider of the resulting new schedule within thirty (30) days of receiving the final specifications.

(k) Transmission Connection Requirements;

Interconnection Customer shall comply with the "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System," effective December 31, 2024 as the same may be amended from time-to-time, which can be found at: www.aep.com.

(l) Transmission Owner As-built Drawings;

In accordance with Article 5.11, upon request by Interconnection Customer, Transmission Owner will provide a final as-built one-line diagram of the Transmission Owner's Interconnection Facilities to Interconnection Customer subject to the confidentiality provisions of Article 22.

5. Additional Conditions of Interconnection:

The following requirements shall also apply to the interconnection of Interconnection Customer's Generating Facility:

(a) Capacity determination and verification (including ancillary services and certification);

If Interconnection Customer seeks to provide ancillary services, Interconnection Customer will obtain certification under the requirements of the Transmission Provider.

(b) Data reporting requirements;

As required by NERC Operating Policies, Transmission Provider Criteria, Transmission Provider Integrated Marketplace Protocols, applicable Balancing Authority, and responsible reliability entities. The Interconnection Customer shall provide total production (instantaneous and integrated real and reactive power) data to the Transmission Owner as mutually agreed between the Transmission Owner and the Interconnection Customer. In no case shall the Transmission Owner be required to provide real-time or integrated total production data or operating data to any party other than the Transmission Provider and the Balancing Authority. Furthermore, the Transmission Owner shall have no obligation to provide any data related to customer-specific allocation of real or reactive power production data to any customers of the Interconnection Customer or any other party.

The Interconnection Customer shall make other operating data available to the SCADA system of the Transmission Owner, utilizing the communications channel connecting the Interconnection Customer's Interconnection Facilities to the Transmission Owner's Interconnection Facilities. Such operating data shall include the status of the transformer breaker(s), transmission level and collector level bus voltages, and the status of any other reactive device switching equipment located at the Interconnection Customer's Interconnection Facilities.

As the owner and operator of the wind generating facility, the Interconnection Customer shall register with NERC as a generation owner and generation operator as applicable, and comply with all NERC planning and operating criteria and Transmission Provider Criteria.

(c) Interconnection Customer Compliance and Registration;
Interconnection Customer agrees to comply with all applicable criteria, guidelines, standards, requirements, regulations, and procedures issued by the NERC, Transmission Provider, and FERC or their successor organizations. In addition, the Interconnection Customer is responsible to register their facility in accordance with any governing rules, including NERC's Rules of Procedure, and thereafter, to comply with the requirements applicable to the functions for which the Generator registers, unless otherwise agreed to and permitted by the NERC Rules of Procedure or other NERC guidance.

(d) Meteorological and Wind Data Requirements;
In accordance with Article 8.4, the Interconnection Customer agrees to provide site specific meteorological information and wind turbine/generator availability and capability to the Transmission Provider and Transmission Owner. The provision of this information will be consistent with the final FERC rule for Docket No. RM10-11-000 and any Transmission Provider RTO adopted rules, process, procedures and criteria including Transmission Provider Integrated Marketplace Protocols. All Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

(e) Modeling Requirements;
In accordance with Article 5.10.4, the Interconnection Customer agrees to provide updated available detailed wind turbine/generator (individually) models for system planning studies (dynamic, stability, switching, short circuit) to the Transmission Owner 180 days prior to the Initial Synchronization Date set forth in the Appendix B Milestones. Interconnection Customer agrees to provide updated information to the Transmission Owner when such information is available.

(f) Operational Emergency and Construction Obligations;
Interconnection Customer shall promptly notify Transmission Owner and Transmission Provider of operational emergencies and/or construction obligations that affect the

Generating Facility or Interconnection Customer's Interconnection Facilities or that may reasonably be expected to affect the Transmission System or Transmission Owner's Interconnection Facilities. If Transmission Provider delegates to Transmission Owner any of its operational, emergency and construction functions under this Agreement (such as those functions in Articles 5, 7, 9 and 13), Interconnection Customer shall respond to communications from Transmission Owner relating to those functions as if they were from Transmission Provider.

(g) Power System Stabilizers;
Interconnection Customer shall install the necessary equipment, such as power system stabilizers on its generators, to provide satisfactory stability performance under all credible system conditions as may be necessary in accordance with Good Utility Practice.

(h) Provision of ancillary services;
Nothing in this Agreement should be construed as obligating Transmission Owner to provide Ancillary Services to Interconnection Customer. Ancillary Services necessary to deliver the energy produced by the Generating Facilities over the Transmission System, if any, will be provided to Interconnection Customer or any entity purchasing or otherwise acquiring energy generated by the Generating Facilities pursuant to the provisions of the Transmission Provider's Open Access Transmission Tariff or any successor tariff.

(i) Wind Generating Facility Output Reduction;
To protect the reliability of the Transmission System, a Generating Facility that is a wind plant shall be capable of reducing its generation output in increments of no more than fifty (50) MW in five (5) minute intervals. The requirements may be met by using: (a) SCADA control of circuit breakers protecting wind farm collector distribution circuits, (b) automatic control of wind turbine power output, or (c) a combination of (a) and (b).

APPENDIX D TO GIA

Security Arrangements Details

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. FERC will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

APPENDIX E TO GIA

Commercial Operation Date

[Date]

Tessie Kentner
Managing Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936

Interconnection Services
American Electric Power Service Corporation
212 East 6th Street
Tulsa, OK 74119
Email: spprequest@aep.com

Re: Persica Solar, LLC (GEN-2017-141) Generating Facility

Dear Ms. Kentner and _______________:

On **[Date]** Persica Solar, LLC completed Trial Operation of Unit No. ___. This letter confirms that Persica Solar, LLC commenced Commercial Operation of Unit No. ___ at the Generating Facility, effective as of **[Date plus one day]**. Capitalized terms used and not defined in this letter have the meanings set forth in the Generator Interconnection Agreement among Southwest Power Pool, Inc., Southwestern Electric Power Company, and Persica Solar, LLC dated as of [ ], 2024.

Thank you.

[Signature]

[Interconnection Customer Representative]

APPENDIX F TO GIA

Addresses for Delivery of Notices And Billings

Notices:

Transmission Provider:

Tessie Kentner
Managing Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-688-1782
Email: legalnotices@spp.org

Transmission Owner:

Interconnection Services
American Electric Power Service Corporation
212 East 6th Street
Tulsa, OK 74119-1295
Phone: 918-599-2723
Email: spprequest@aep.com

With a copy to:

Assistant General Counsel - Transactions
American Electric Power Service Corporation
1 Riverside Plaza, 29th Floor
Columbus, OH 43215
Email: legalnoticesinterconnections@aep.com

Interconnection Customer:

Arlene Sosa Vazquez
Persica Solar, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Phone: 561-267-1566
Email: arlene.sosavazquez@nexteraenergy.com

Billings and Payments: [Specify addresses for construction invoices, O&M invoices and settlement of ancillary services]

Transmission Provider:

Mitch Jackson
Sr. Tariff Services Specialist
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-614-3542
Email: mjackson@spp.org

Transmission Owner:

Send payments for construction and O&M invoices to the address specified on the invoice.
Send billings for ancillary services to:
Manager, Transmission Settlements
American Electric Power Service Corporation
8400 Smith's Mill Road
New Albany, OH 43054

Interconnection Customer (before Commercial Operation Date):

Arlene Sosa Vazquez
Persica Solar, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Phone: 561-267-1566
Email: arlene.sosavazquez@nexteraenergy.com

Ingrid Chapman
Director – Development
Persica Solar, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Email: Ingrid.Chapman@nexteraenergy.com;
dl-dev-interconnect@nexteraenergy.com;

Invoicing:
NEER-DevelopmentAP.SharedMailbox@nexteraenergy.com
CC: Ingrid.Chapman@nexteraenergy.com
dl-dev-interconnect@nexteraenergy.com

Interconnection Customer (after Commercial Operation Date):
Invoicing: DL-PAR-AOB@nexteraenergy.com
CC: Ingrid.Chapman@nexteraenergy.com

dl-dev-interconnect@nexteraenergy.com
dl-nextera-north-region@nexteraenergy.com

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Transmission Provider:

Tessie Kentner
Managing Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-688-1782
Email: legalnotices@spp.org

Transmission Owner:

Interconnection Services
American Electric Power Service Corporation
212 East 6th Street
Tulsa, OK 74119
Phone: 918-599-2723
Email: spprequest@aep.com

With a copy to:

Assistant General Counsel - Transactions
American Electric Power Service Corporation
1 Riverside Plaza, 29th Floor
Columbus, OH 43215
Email: legalnoticesinterconnections@aep.com

Interconnection Customer:

Arlene Sosa Vazquez
Persica Solar, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Phone: 561-267-1566
Email: arlene.sosavazquez@nexteraenergy.com

Ingrid Chapman
Director – Development
Persica Solar, LLC
c/o NextEra Energy Resources, LLC

700 Universe Blvd
Juno Beach, FL 33408-2683
Email: Ingrid.Chapman@nexteraenergy.com;
dl-dev-interconnect@nexteraenergy.com;

Operational Communications: [Identify contacts for operations]

Transmission Provider:

Bruce Rew
Sr. Vice President, Operations
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-614-3214

Transmission Owner:

SWEPCO Arsenal Hill PS System Control Center
500 North Allen Ave.
Shreveport, LA 71101-2669
Phone: 318-673-3912

With a copy to:

Managing Director, Transmission Operations
American Electric Power Service Corporation
8400 Smith's Mill Road
New Albany, OH 43054

Interconnection Customer:

System Operations System Operations – 24 Hours
Renewable Operation Control Center (ROCC)
Persica Solar, LLC
700 Universe Blvd Juno Beach, FL 33408
Phone: 1-888-202-6337
Email: NEER-SYSTEM-OPERATIONS.SharedMailbox@nexteraenergy.com
Phone: 561-694-3636
Facsimile: 561-691-7307

Engineering Modeling Data: [Identify contacts for MOD-032]

Transmission Provider:

Engineering Modeling Department
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Email: SPPEngineeringModeling@spp.org

Transmission Owner:

Email: SPPmodeling@aep.com

Interconnection Customer:

Arlene Sosa Vazquez
Persica Solar, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Phone: 561-267-1566
Email: arlene.sosavazquez@nexteraenergy.com

Dynamic Model Characteristic Updates: [Identify contacts for IRO-010 and TOP-003]

Reliability Coordinator and Balancing Authority:

Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Email: EngModelChanges@spp.org

Interconnection Customer:

Arlene Sosa Vazquez
Persica Solar, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Phone: 561-267-1566
Email: arlene.sosavazquez@nexteraenergy.com

APPENDIX G TO GIA

Requirements Of Generators Relying On Newer Technologies

Appendix G sets forth requirements and provisions specific to a wind generating plant. All other requirements of this GIA continue to apply to wind generating plant interconnections.

A. <u>Technical Standards Applicable to a Wind Generating Plant</u>

i. <u>Low Voltage Ride-Through (LVRT) Capability</u>

The following reactive power requirements apply only to a newly interconnecting wind generating plant that has executed a facilities study agreement as of September 21, 2016. A wind generating plant to which this provision applies shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The LVRT standard provides for a transition period standard and a post-transition period standard.

<u>Transition Period LVRT Standard</u>

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (<u>i.e.</u> the transformer that steps the voltage up to the transmission interconnection voltage or “GSU”), after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static var Compensator, etc.) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the Transmission System at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

Post-transition Period LVRT Standard

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generating plant shall be required to withstand for a three phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system. A wind generating plant shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.
2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.

3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.

4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static var Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.

5. Existing individual generator units that are, or have been, interconnected to the Transmission System at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

ii. Power Factor Design Criteria (Reactive Power)

A wind generating plant shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this GIA, if the Transmission Provider's System Impact Study shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the Transmission Provider, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Impact Study shows this to be required for system safety or reliability.

iii. Supervisory Control and Data Acquisition (SCADA) Capability

The wind plant shall provide SCADA capability to transmit data and receive instructions from the Transmission Provider to protect system reliability. The Transmission Provider and the wind plant Interconnection Customer shall determine what SCADA information is essential for the proposed wind plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

GENERATOR INTERCONNECTION AGREEMENT (GIA)

entered into by the

Southwest Power Pool, Inc.,

Southwestern Electric Power Company

and

Persica Solar II, LLC

entered into on the 19th day of June 2024

GEN-2017-140

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GEN-2017-140

GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this 19th day of June 2024, by and among Persica Solar II, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Interconnection Customer" with a Generating Facility), Southwest Power Pool, Inc., a corporation organized and existing under the laws of the State of Arkansas ("Transmission Provider") and Southwestern Electric Power Company, a corporation organized and existing under the laws of the State of Delaware ("Transmission Owner"). Interconnection Customer, Transmission Provider and Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Transmission Provider functionally controls the operation of the Transmission System; and,

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Generating Facility in Appendix C to this Agreement; and,

WHEREAS, Transmission Owner owns facilities to which the Generating Facility is to be interconnected and may be constructing facilities to allow the interconnection; and,

WHEREAS, Interconnection Customer, Transmission Provider and Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Transmission System;

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

When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Open Access Transmission Tariff (Tariff).

ARTICLE 1. DEFINITIONS

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Transmission System to which the Generating Facility is directly interconnected.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the Transmission Provider.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Generator Interconnection Agreement.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting Interconnection Studies.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Generator Interconnection Agreement.

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.

Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Contingent Facilities are identified in Appendix A of the Generator Interconnection Agreement.

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. A Control Area must be certified by the Applicable Reliability Council.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Generator Interconnection Agreement.

Definitive Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, or that may be caused by the withdrawal or addition of an Interconnection Request, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures. The Definitive Interconnection System Impact Study is conducted in two phases.

Definitive Interconnection System Impact Study Queue shall mean a Transmission Provider separately maintained queue for valid Interconnection Requests for a Definitive Interconnection System Impact Study.

Dispute Resolution shall mean the procedure in Section 13.5 of the Generator Interconnection Procedures for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Transmission Owner's facilities and equipment that are not included in the Transmission System. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System or the electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Owner's Interconnection Facilities; or (4) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by the Generator Interconnection Agreement to possess black start capability.

Energy Resource Interconnection Service (ERIS) shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or nonfirm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Existing Generating Facility shall mean a Generating Facility that is currently interconnected to the Transmission System of the Transmission Provider.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission (Commission) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities. A Generating Facility consists of one or more generating unit(s) and/or storage device(s) which usually can operate independently and be brought online or taken offline individually.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Generating Facility Modification shall mean modification to an Existing Generating Facility, including comparable replacement of only a portion of the equipment at the Existing Generating Facility.

Generating Facility Replacement shall mean the process of replacing one or more generating units and/or storage devices at an Existing Generating Facility with one or more new generating units or storage devices at the same electrical Point of Interconnection as those being decommissioned and electrically disconnected.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility that is included in the Transmission Provider's Tariff.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility that are included in the Transmission Provider's Tariff.

Generator Interconnection Study Agreement shall mean the study agreement for the Definitive Interconnection System Impact Study and the Interconnection Facilities Study in Appendix 3 of the Generator Interconnection Procedures.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, Transmission Owner or any Affiliate thereof.

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," "radioactive 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.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Owner's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including the Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Definitive Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission System. The scope of the study is defined in Section 8 of the Generator Interconnection Procedures.

Interconnection Facilities Study Queue shall mean a Transmission Provider separately maintained queue for valid Interconnection Requests for an Interconnection Facilities Study.

Interconnection Queue Position shall mean the order of a valid Interconnection Request within the Interconnection Facilities Study Queue, relative to all other pending valid Interconnection Requests within the Interconnection Facilities Study Queue, which is established based upon the requirements in Section 4.1.3 of the Generator Interconnection Procedures.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 3 to the Generator Interconnection Procedures, in accordance with the Tariff, to interconnect a new Generating Facility, to interconnect a Replacement Generating Facility, to increase the capacity of, or make a Material Modification to the operating characteristics of, an Existing Generating Facility that is interconnected with the Transmission System.

Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the

Transmission Provider's Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Generator Interconnection Agreement and, if applicable, the Tariff.

Interconnection Study shall mean any of the following studies: the Replacement Impact Study, the Reliability Assessment Study, the Definitive Interconnection System Impact Study and the Interconnection Facilities Study described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean any of the following agreements described in the Generator Interconnection Procedures: the Generator Interconnection Study Agreement.

IRS shall mean the Internal Revenue Service.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customer, Transmission Owner and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Material Modification shall mean (1) modification to an Interconnection Request in the queue that has a material adverse impact on the cost or timing of any other Interconnection Request with a later Queue priority date; or (2) planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generating Facility Replacement, and has a material adverse impact on the Transmission System with respect to: i) steady-state thermal or voltage limits, ii) dynamic system stability and response, or iii) short-circuit capability limit; compared to the impacts of the Existing Generating Facility prior to the modification or replacement.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

Network Resource Interconnection Service (NRIS) shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Generating Facility with the Transmission System in a manner comparable to that in which the Transmission Owner integrates its generating facilities to serve Native Load Customers as a Network Resource. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System to accommodate the interconnection of the Generating Facility to the Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Generator Interconnection Agreement or its performance.

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Owner's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission System.

Queue shall mean the Definitive Interconnection System Impact Study Queue, or the Interconnection Facilities Study Queue, as applicable.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Reliability Assessment Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of Transmission System during the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date of the Replacement Generating Facility.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.9 of this Attachment V.

Replacement Impact Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of the Transmission System.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer, Transmission Owner and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Shared Network Upgrade shall mean a Network Upgrade listed in Appendix A of the Generator Interconnection Agreement that is needed for the interconnection of multiple Interconnection Customers’ Generating Facilities and which is the shared funding responsibility of such Interconnection Customers that may also benefit other Interconnection Customer(s) that are later identified as beneficiaries**.**

Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site of sufficient size for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site of sufficient size for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site of sufficient size for such purpose.

Small Generating Facility shall mean a Generating Facility that has an aggregate net Generating Facility Capacity of no more than 2 MW.

Stand Alone Network Upgrades shall mean Network Upgrades that are not part of an Affected Systems that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. The Transmission Provider, Transmission Owner and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Generator Interconnection Agreement. If the Transmission Provider, Transmission Owner and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Owner must provide the Interconnection Customer a written technical explanation outlining why the Transmission Owner does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) days of its determination.

Surplus Interconnection Service shall mean any unneeded portion of Interconnection Service established in a Generator Interconnection Agreement, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection substation and at the same voltage level would remain the same.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission System or on other delivery systems or other generating systems to which the Transmission System is directly connected.

Tariff shall mean the Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Generator Interconnection Agreement to the extent necessary.

Transmission Provider shall mean the public utility (or its Designated Agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

Transmission Owner's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades, or Network Upgrades.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

ARTICLE 2. EFFECTIVE DATE, TERM, AND TERMINATION

2.1 Effective Date. This GIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Transmission Provider shall promptly file this GIA with FERC upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of ten (10) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This GIA may be terminated by Interconnection Customer after giving Transmission Provider and Transmission Owner ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying FERC after the Generating Facility permanently ceases Commercial Operation.

2.3.2 Failure to Achieve Commercial Operation. If the Generating Facility fails to achieve Commercial Operation for three (3) consecutive years following the Commercial Operation Date, this GIA may be terminated by the Transmission Provider after giving the Interconnection Customer ninety (90) Calendar Days advance written notice. Where a portion of the Generating Facility fails to achieve Commercial Operation for three (3) consecutive years following the Commercial Operation Date, the Transmission Provider shall issue a revised GIA to reflect the amount of the Generating Facility Capacity that achieved Commercial Operation. The revised GIA shall be consistent with the GIP in effect on the Effective Date of the GIA.

2.3.3 Default. Any Party may terminate this GIA in accordance with Article 17.

2.3.4 Notice to FERC. Notwithstanding Articles 2.3.1, 2.3.2 and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this GIA, which notice has been accepted for filing by FERC.

2.4 Termination Costs. If a Party elects to terminate this Agreement pursuant to Article 2.3 above, Interconnection Customer and Transmission Owner shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by any other Party, as of the date of such Party's receipt of such notice of termination, that are the responsibility of the Terminating Party under this GIA. In the event of termination by any Party, all Parties shall use Commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of Transmission Owner's Interconnection Facilities that have not yet been constructed or installed, Transmission Owner shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Owner shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Owner shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which Transmission Owner has incurred expenses and has not been reimbursed by Interconnection Customer and the Interconnection Customer’s allocated share of Network Upgrade(s) costs as calculated pursuant to Section 4.2.5 of the GIP and as listed in Appendix A of this GIA which are required for service to other Interconnection Customer(s).

2.4.2 Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5 **Disconnection.** Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

2.6 **Survival.** This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this GIA; to permit payments for any credits under this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of another Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

3.1 **Filing.** Transmission Provider shall file this GIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this GIA, or any amendment thereto, Interconnection Customer shall reasonably cooperate with Transmission Provider with respect to such filing and to provide any information reasonably requested by Transmission Provider needed to comply with applicable regulatory requirements.

ARTICLE 4. SCOPE OF SERVICE

4.1 **Interconnection Product Options.** Interconnection Customer has selected the following (checked) type of Interconnection Service:

4.1.1 **Energy Resource Interconnection Service.**

4.1.1.1 **The Product.** Energy Resource Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission System and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. To the extent Interconnection Customer wants to receive Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Appendix A.

4.1.1.2 **Transmission Delivery Service Implications.** Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Generating Facility into and deliver power across the Transmission System on an "as available" basis. The Interconnection

Customer's ability to inject its Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of the Transmission System at such time as a transmission service request is made that would accommodate such delivery. The provision of Firm Point-To-Point Transmission Service or Network Integration Transmission Service may require the construction of additional Network Upgrades.

4.1.2 Network Resource Interconnection Service.

4.1.2.1 The Product. Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Generating Facility in a manner comparable to that in which Transmission Owner integrates its generating facilities to serve Native Load Customers as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Owner shall construct the facilities identified in Appendix A to this GIA.

4.1.2.2 Transmission Delivery Service Implications. Network Resource Interconnection Service allows Interconnection Customer's Generating Facility to be designated by any Network Customer under the Tariff on the Transmission System as a Network Resource, up to the Generating Facility's full output, on the same basis as existing Network Resources interconnected to the Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Generating Facility in the same manner as it accesses Network Resources. A Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if an Interconnection Customer's Generating Facility has not been designated as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all generating facilities that are similarly situated. The provision of Network Integration Transmission Service or Firm Point-To-Point Transmission Service may require additional studies and the construction of additional upgrades. Because such studies and upgrades would be associated with a request for delivery service under the Tariff, cost responsibility for the studies and upgrades would be in accordance with FERC's policy for pricing transmission delivery services.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Generating Facility to any particular load on the Transmission System without incurring congestion costs. In the event of transmission constraints on the Transmission System, Interconnection Customer's Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's Transmission System in the same manner as Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that Interconnection Customer’s Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Generating Facility within the Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Generating Facility be undertaken, regardless of whether or not such Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Generating Facility. However, the reduction or elimination of congestion or redispatch costs may require additional studies and the construction of additional upgrades.

To the extent Interconnection Customer enters into an arrangement for long term transmission service for deliveries from the Generating Facility outside the Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

4.2 Provision of Service. Transmission Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.

4.3 Performance Standards. Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this GIA for its compliance therewith. If such Party is a Transmission Provider or Transmission Owner, then that Party shall amend the GIA and submit the amendment to FERC for approval.

4.4 No Transmission Delivery Service. The execution of this GIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.5 Interconnection Customer Provided Services. The services provided by Interconnection Customer under this GIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.8.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

5.1 Options. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either the Option To Build as described under Article 5.1.2 or the Negotiated Option described under Article 5.1.3, and such dates and selected option, as applicable, shall be set forth in Appendix B, Milestones. At the same time, Interconnection Customer shall indicate whether it elects to exercise the Option to Build set forth in Article 5.1.2 below. If the dates designated by Interconnection Customer are not acceptable to Transmission Owner, Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to Transmission Owner, the Interconnection Customer shall notify Transmission Owner within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.

5.1.1 Standard Option. Transmission Owner shall design, procure, and construct Transmission Owner's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete Transmission Owner's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B, Milestones. Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Transmission Owner reasonably expects that it will not be able to complete Transmission Owner's Interconnection Facilities, and Network Upgrades by the specified dates, Transmission Owner shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Option to Build. Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.1. Transmission Owner and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.3 Negotiated Option. If the dates designated by Interconnection Customer are not acceptable to Transmission Owner, the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of all facilities other than Transmission Owner’s Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.2). If the Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article 5.1.1(Standard Option), Transmission Owner shall assume responsibility for the design, procurement and construction of all facilities other than Transmission Owner’s Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects the Option to Build.

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades,

(1) Interconnection Customer shall engineer, procure equipment, and construct Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Owner;

(2) Interconnection Customer's engineering, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Transmission Provider would be subject in the engineering, procurement or construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Transmission Owner shall review and approve the engineering design, equipment acceptance tests, and the construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(4) Prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider and Transmission Owner a schedule for construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider and Transmission Owner;

(5) At any time during construction, Transmission Owner shall have the right to gain unrestricted access to Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Owner, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify Transmission Provider and Transmission Owner for claims arising from Interconnection Customer's

construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) The Interconnection Customer shall transfer control of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Transmission Owner's Interconnection Facilities and Stand-Alone Network Upgrades to Transmission Owner not later than the Commercial Operation Date;

(10) Transmission Owner shall approve and accept for operation and maintenance Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Transmission Owner "as-built" drawings, information, and any other documents that are reasonably required by Transmission Owner to assure that the Interconnection Facilities and Stand- Alone Network Upgrades are built to the standards and specifications required by Transmission Provider.

(12) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.2, Interconnection Customer shall pay Transmission Owner the agreed upon amount of $N/A for Transmission Owner to execute the responsibilities enumerated to Transmission Owner under Article 5.2. Transmission Owner shall invoice Interconnection Customer for this total amount to be divided on a monthly basis pursuant to Article 12.

5.3 Liquidated Damages. The actual damages to Interconnection Customer, in the event Transmission Owner’s Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Owner pursuant to subparagraph 5.1.3, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Owner to Interconnection Customer in the event that Transmission Owner does not complete any portion of Transmission Owner’s Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of Transmission Owner’s Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of Transmission Owner’s Interconnection Facilities and Network Upgrades for which Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Transmission Owner to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this GIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for the Generating Facility's Trial Operation or to export power from the Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for Generating Facility's Trial Operation or to export power from the Generating Facility, but for Transmission Owner's delay; (2) Transmission Owner's failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into a GIA with Transmission Owner or any cause beyond Transmission Owner's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers. The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. Transmission Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Transmission Owner's system operator, or its designated representative. The requirements of this paragraph shall not apply to non-synchronous generators.

5.5 Equipment Procurement. If responsibility for construction of Transmission Owner's Interconnection Facilities or Network Upgrades is to be borne by Transmission Owner, then Transmission Owner shall commence design of Transmission Owner's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Generator Interconnection Study Agreement;

5.5.2 Transmission Owner has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.5.3 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.7 by the dates specified in Appendix B, Milestones.

5.6 Construction Commencement. Transmission Owner shall commence construction of Transmission Owner's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Transmission Owner's Interconnection Facilities and Network Upgrades;

5.6.3 Transmission Owner has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.6.4 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.7 by the dates specified in Appendix B, Milestones.

5.7 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Parties may, at any time, request a progress report from other Parties. If, at any time, Interconnection Customer determines that the completion of Transmission Owner's Interconnection Facilities and Network Upgrades will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider and Transmission Owner of such later date upon which the completion of Transmission Owner's Interconnection Facilities and Network Upgrades will be required.

5.8 Information Exchange. As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with the Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Limited Operation. If any of Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Transmission Owner's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA ("Limited Operation"). Transmission Owner shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities under Limited Operation in accordance with the results of such studies performed by Transmission Provider.

5.10 Interconnection Customer's Interconnection Facilities ('ICIF'). Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.10.1 Interconnection Customer's Interconnection Facility Specifications. Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Owner shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Owner and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Transmission Owner's Review. Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Owner, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Owner.

5.10.3 ICIF Construction. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Transmission Owner "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide Transmission Owner specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10.4 Updated Information Submission by Interconnection Customer. The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date. Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Attachment A to Appendix 3 to the GIP. It shall also include any additional information provided to Transmission Provider for the Interconnection Facilities Studies. Information in this submission shall be the most current Generating

Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is materially different from what was originally provided to Transmission Provider pursuant to the Interconnection Study agreements between Transmission Provider and Interconnection Customer, then Transmission Provider will conduct appropriate studies to determine the impact on the Transmission System based on the actual data submitted pursuant to this Article 5.10.4. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

5.10.5 Information Supplementation. Prior to the Commercial Operation Date, or as soon as possible thereafter, the Parties shall supplement their information submissions described above in this Article 5 with any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent (5 percent) change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to the Transmission Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, the Interconnection Customer shall provide Transmission Owner and Transmission Provider any information changes due to equipment replacement, repair, or adjustment. Transmission Owner shall provide the Interconnection Customer and Transmission Provider any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Owner-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

5.11 Transmission Owner's Interconnection Facilities Construction. Transmission Owner's Interconnection Facilities and Network Upgrades shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Owner shall deliver to Interconnection Customer the following "as-built" drawings, information and documents for Transmission Owner's Interconnection Facilities and Network Upgrades [include appropriate drawings and relay diagrams].

Transmission Owner will obtain control of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

5.12 Access Rights. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to any other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Transmission System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners. If any part of Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Owner, Transmission Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Owner's Interconnection Facilities and/or Network Upgrades upon such property.

5.14 Permits. Transmission Provider or Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Transmission Provider or Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

5.15 Early Construction of Base Case Facilities. Interconnection Customer may request Transmission Owner to construct, and Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

5.16 Suspension.

5.16.1 Suspension by Interconnection Customer. Interconnection Customer, upon written notice to Transmission Provider and Transmission Owner, may suspend, for a period not to exceed 18 months, work by Transmission Owner associated with the construction and installation of Transmission Owner's Interconnection Facilities and/or Network Upgrades required under this GIA under the following terms and conditions,

i. Construction of Network Upgrades that are required to provide Interconnection Service to other Generating Facilities and for which Interconnection Customer shares cost responsibility cannot be suspended pursuant to this Article 5.16.

ii. If the suspension period begins later than or extends beyond six months following the Effective Date of the GIA, the Interconnection Customer shall provide to the Transmission Provider security in the form described under Article 11.7 in an amount equal to the greater of:

a. the Interconnection Customer's allocated share of Network Upgrade(s) as calculated pursuant to Section 4.2.5 of the GIP and as identified in Appendix A of this GIA unless previously provided under Section 8.9 of the GIP; or

b. $5,000,000 if the Generating Facility is greater than or equal to 100 MW; or

c. $2,500,000 if the Generating Facility is greater than or equal to 50 MW and less than 100 MW; or

d. $1,000,000 if the Generating Facility is less than 50 MW; or

e. $500,000 if the Generating Facility is less than or equal to 2 MW.

iii. In the event that this GIA is terminated under this Article 5.16, the Transmission Provider shall retain the security provided pursuant to Article 5.16.1.ii in the amount required to meet Interconnection Customer's obligations pursuant to this GIA. Any difference between the security provided and Interconnection Customer's obligations shall be settled pursuant to Article 12.

iv. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16 and has not requested Transmission Owner to resume the work required under this GIA on or before the expiration of 18 months from the date of suspension, this GIA shall be deemed terminated unless Article 16 applies.

v. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16 and has not complied requirements of Article 5.16.1.ii on or before the later of the expiration of 6 months following the effective date of the GIA or the date the suspension is requested, this GIA shall be deemed terminated by the Interconnection Customer.

vi. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Owner's safety and reliability criteria. Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Owner and Transmission Provider (i) have incurred pursuant to this GIA prior to the suspension and (ii) incur in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Owner shall obtain Interconnection Customer's authorization to do so. Transmission Owner and Transmission Provider shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs.

vii. In the event Interconnection Customer provides written notice to resume work for those facilities for which work has been suspended pursuant to this Article 5.16.1, the Interconnection Customer shall receive a refund, including interest, of any payments provided in accordance with Article 5.16.1.ii in excess of the sum of Interconnection Customer's allocated share of Network Upgrade(s) costs and any costs incurred under Article 5.16.1.vi within 30 days of the date of such notice.

5.16.2 Exemptions. The Interconnection Customer shall be exempt from the payments described under Article 5.16.1.ii.b, 5.16.1.ii.c and 5.16.1.ii.d if the following occurs or Suspension is requested for the following reasons:

i. Construction of a Network Upgrade or the Generating Facility is prevented by order of a Governmental Authority; or

ii. Transmission Provider determines through an Interconnection Study that the Suspension does not qualify as a modification that has an impact on the cost or timing of any Interconnection Request with an equal or later Queue priority date (Material Modification); or

iii. Transmission Owner or Transmission Provider determines that a Force Majeure event prevents construction of a Network Upgrade.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Interconnection Customer to Transmission Owner for the installation of Transmission Owner's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Owner for Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Transmission Owner's request, Interconnection Customer shall provide Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Transmission Owner represents and covenants that the cost of Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Owner. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Transmission Owner from the cost consequences of any current tax liability imposed against Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Owner.

Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Owner to report payments or property as income subject to taxation; provided, however, that Transmission Owner may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the Parties, this means that Interconnection Customer will pay Transmission Owner, in addition to the amount paid for the Interconnection Facilities, and Network Upgrades, an amount equal to (1) the current taxes imposed on Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Owner's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Owner's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: (Current Tax Rate x (Gross Income Amount – Present Value of Tax Depreciation))/(1-Current Tax Rate). Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Owner under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Transmission Owner’s Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Owner retains ownership of the Interconnection Facilities and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that Transmission Owner’s receipt of payments or property constitutes income that is subject to taxation, Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Transmission Owner may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not taxable to Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Owner are not subject to federal income tax, or (d) if Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Owner pursuant to this GIA, Transmission Owner shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amount paid by Interconnection Customer to Transmission Owner for such taxes which Transmission Owner did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Owner refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Transmission Owner, any refund or credit Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Transmission Owner may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Owner for which Interconnection Customer may be required to reimburse Transmission Owner under the terms of this GIA. Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Owner.

5.18 Tax Status. All Parties shall cooperate with each other to maintain their tax status. Nothing in this GIA is intended to adversely affect any Party's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

5.19 Modification.

5.19.1 General. Each Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect another Party's facilities, that Party shall provide to the other Parties sufficient information regarding such modification so that the other Parties may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Parties at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility Modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Owner shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Transmission System, Transmission Owner's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Transmission Owner makes to Transmission Owner's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to Transmission Owner's Interconnection Facilities or the Transmission System, or to provide transmission service to a third party under Transmission Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

5.20 Delays. If a Network Upgrade(s) identified in Appendix A is delayed during the construction process and the Commercial Operation Date for the Generating Facility identified in Appendix B is no longer feasible, the Commercial Operation Date in Appendix B may be modified to no later than six (6) months following the in-service date for the last Network Upgrade identified in Appendix A.

ARTICLE 6. TESTING AND INSPECTION

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, Transmission Owner shall test Transmission Owner's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.

6.2 **Post-Commercial Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

6.3 **Right to Observe Testing.** Each Party shall notify the other Parties in advance of its performance of tests of its Interconnection Facilities. The other Parties have the right, at its own expense, to observe such testing.

6.4 **Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe another Parties' tests and/or inspection of any of its System Protection Facilities and other protective equipment, including power system stabilizers; (ii) review the settings of the other Parties' System Protection Facilities and other protective equipment; and (iii) review another Parties' maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. Any Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by another Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that any Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

ARTICLE 7. METERING

7.1 **General.** Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, Transmission Owner shall install Metering Equipment at the Point of Interconnection prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at Transmission Owner's option, compensated to, the Point of Interconnection. Transmission Owner shall provide metering quantities, in analog and/or digital form, to Interconnection Customer and Transmission Provider on a same-time basis using communication as provided in Article 8. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

7.2 **Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Transmission Owner's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Transmission Owner or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3 Standards. Transmission Owner shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

7.4 Testing of Metering Equipment. Transmission Owner shall inspect and test all Transmission Owner-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Owner shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission Owner’s failure to maintain, then Transmission Owner shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Transmission Owner shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

7.5 Metering Data. At Interconnection Customer's expense, the metered data shall be telemetered to one or more locations designated by Transmission Owner and one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Generating Facility to the Point of Interconnection.

ARTICLE 8. COMMUNICATIONS

8.1 Interconnection Customer Obligations. Interconnection Customer shall maintain satisfactory operating communications with Transmission Owner’s Transmission System dispatcher or representative designated by Transmission Owner. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Owner as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Transmission Owner. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

8.2 Remote Terminal Unit. Prior to the Initial Synchronization Date of the Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Transmission Owner through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1. The communication protocol for the data circuit(s) shall be specified by Transmission Owner. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Owner.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

8.4 Provision of Data from a Variable Energy Resource. The Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to the Transmission Provider to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The Interconnection Customer with a Variable Energy Resource having wind as the energy source, at a minimum, will be required to provide the Transmission Provider with (i) site-specific meteorological data including: temperature, wind speed, wind direction, relative humidity and atmospheric pressure and (ii) site specific geographic data including location (latitude and longitude) of the Variable Energy Resource and location (latitude and longitude) and height of the facility that will contain the equipment necessary to provide the meteorological data for such resource. The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The Transmission Provider and Interconnection Customer whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. The Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to the Transmission Provider regarding all forced outages to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the Transmission Provider, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological, geographical and forced outage data must be commensurate with the power production forecasting employed by the Transmission Provider. Such requirements for meteorological, geographical and forced outage data are set forth in Appendix C, Interconnection Details, of this GIA, as they may change from time to time.

8.5 Phasor Measurement Unit (PMU) Recording Equipment. Prior to the Initial Synchronization Date of a Generating Facility having a Generating Facility Capacity equal to or greater than 50 MW, phasor measurement recording and communications equipment shall be installed by the Transmission Owner at Interconnection Customer's expense that is capable of gathering phasor measurements as specified in the PMU Communications Handbook. To the extent similar quality equipment is being added or already exists, such as relays or digital fault recorders, that can collect data at least at the same rate as PMUs and which data is synchronized via a high-accuracy satellite clock, such equipment can be utilized to satisfy this requirement if the equipment is located on the Transmission Owner's side of the Point of Change of Ownership and if mutually agreed to by the Parties. The phasor measurement equipment shall be installed at the Transmission Owner's side of the Point of Change of Ownership and become part of the Transmission Owner Interconnection Facilities. Phasor measurements shall be streamed in IEEE C37.118 or equivalent format and be provided to the Transmission Provider. This data shall at least be sufficient to determine (i) positive-sequence voltage magnitude and angle, (ii) positive-sequence current magnitude and angle, (iii) frequency, and (iv) rate of change of frequency. Such data shall be transmitted over the data circuit(s) as indicated in Article 8.1.

Each Party will promptly advise the other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the applicable Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

ARTICLE 9. OPERATIONS

9.1 General. Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to the other Parties all information that may reasonably be required by the other Parties to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 Control Area Notification. At least three months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider and Transmission Owner in writing of the Control Area in which the Generating Facility will be located. If Interconnection Customer elects to locate the Generating Facility in a Control Area other than the Control Area in which the Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this GIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Generating Facility in the other Control Area.

9.3 Transmission Provider and Transmission Owner Obligations. Transmission Provider and Transmission Owner shall cause the Transmission System and Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. Transmission Provider or Transmission Owner may provide operating instructions to Interconnection Customer consistent with this GIA and Transmission Owner's operating protocols and procedures as they may change from time to time. Transmission Provider and Transmission Owner will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

9.4 Interconnection Customer Obligations. Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Any Party may request that another Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA.

9.5 Start-Up and Synchronization. Consistent with the Parties' mutually acceptable procedures, the Interconnection Customer is responsible for the proper synchronization of the Generating Facility to the Transmission System.

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Control Area on a comparable basis.

9.6.1.2 Non-Synchronous Generation. Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established a different power factor range that applies to all non-synchronous generators in the Control Area on a comparable basis. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting non-synchronous generators that had not executed an interconnection facilities study agreement as of September 21, 2016.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Transmission Provider and/or Transmission Owner shall require Interconnection Customer to operate the

Generating Facility to produce or absorb reactive power within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Owner's voltage schedules shall treat all sources of reactive power in the Control Area in an equitable and not unduly discriminatory manner. Transmission Owner shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the Transmission Owner.

9.6.2.1 Voltage Regulators. Whenever the Generating Facility is operated in parallel with the Transmission System and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its voltage regulators in automatic operation. If the Generating Facility's speed governors and voltage regulators are not capable of such automatic operation, the Interconnection Customer shall immediately notify Transmission Owner's system operator, or its designated representative, and ensure that such Generating Facility's reactive power production or absorption (measured in Mvars) are within the design capability of the Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Generating Facility for an under or over frequency condition in accordance with Good Utility Practice and Applicable Reliability Standards.

9.6.3 Payment for Reactive Power. Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Generating Facility when Transmission Owner requests Interconnection Customer to operate its Generating Facility outside the range specified in Article 9.6.1. Payments shall be pursuant to Article 11.8 or such other agreement to which the Parties have otherwise agreed; provided however, to the extent the Tariff contains a provision providing for such compensation, that Tariff provision shall control.

9.6.4 Primary Frequency Response. Interconnection Customer shall ensure the primary frequency response capability of its Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations.

Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Sections 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Generating Facilities.

9.6.4.1 Governor or Equivalent Controls. Whenever the Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ±0.036 Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Generating Facility's governor or equivalent controls to a minimum whenever the Generating Facility is operated in parallel with the Transmission System.

9.6.4.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.6.4.3 Exemptions. Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Sections 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Section 9.6.4, but shall be otherwise exempt from the operating requirements in Sections 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

9.6.4.4 Electric Storage Resources. Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C of its GIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Sections 9.6.4, 9.6.4.1, 9.6.4.2 and 9.6.4.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Section 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to all Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.

9.7.1.2 Outage Schedules. Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 Outage Restoration. If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects another Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Parties, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, Transmission Provider and/or Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider's and/or Transmission Owner’s ability to perform such activities as are necessary to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Transmission System;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Transmission Provider or Transmission Owner shall notify Interconnection Customer 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;

9.7.2.4 Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice, Transmission Provider or Transmission Owner shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Transmission Provider or Transmission Owner shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Transmission Owner;

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with Transmission Provider in accordance with Good Utility Practice. The term "ride through" as used herein shall mean the ability of a generating facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice.

9.7.3.1 Frequency Ride Through and Voltage Ride Through for a Generating Facility no larger than 20 MW. For Generating Facilities no larger than 20 MW, the Interconnection Customer shall ensure “frequency ride through” capability and “voltage ride through” capability of its Generating Facility. The Interconnection Customer shall enable these capabilities such that its Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Transmission Provider and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to Article 6.1 of this agreement. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The Generating Facility’s protective equipment settings shall comply with the Transmission Provider’s automatic load-shed program. The Transmission Provider shall review the protective equipment settings to confirm compliance with the automatic load-shed program. The term “ride through” as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority on a comparable basis. The term "frequency ride through" as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The term "voltage ride through" as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of under-voltage and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Owner shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Transmission Owner's Interconnection Facilities or the Transmission System as a result of the interconnection of the Generating Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice.

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer'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. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Generating Facility.

9.7.6 Power Quality. No Party's facilities shall 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. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

9.8 Switching and Tagging Rules. Each Party shall provide the other Parties a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or the Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

ARTICLE 10. MAINTENANCE

10.1 Transmission Owner Obligations. Transmission Owner shall maintain the Transmission System and Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.

10.2 Interconnection Customer Obligations. Interconnection Customer shall maintain the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.

10.3 Coordination. The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.

10.4 Secondary Systems. Each Party shall cooperate with the others in the inspection, maintenance, and testing of 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 that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact another Party. Each Party shall provide advance notice to the other Parties before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5 Operating and Maintenance Expenses. Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Owner's Interconnection Facilities.

ARTICLE 11. PERFORMANCE OBLIGATION

11.1 Interconnection Customer Interconnection Facilities. Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.

11.2 Generating Facility. Interconnection Customer shall install the Generating Facilities described in Appendix C within three (3) years of the Commercial Operation Date(s) specified in Appendix B.

11.3 Transmission Owner's Interconnection Facilities. Transmission Owner shall design, procure, construct, install, own and/or control the Transmission Owner's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.

11.4 Network Upgrades and Distribution Upgrades. All Network Upgrades and Distribution Upgrades described in Appendix A shall be constructed in accordance with the process set forth in Section VI of Attachment O. Transmission Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades that are associated with that Transmission Owner's system. The Distribution Upgrades and Network Upgrades described in Appendix A shall be solely funded by Interconnection Customer unless Transmission Owner elects to fund the capital for the Distribution Upgrades or Network Upgrades.

11.4.1 Agreement to Fund Shared Network Upgrades. Interconnection Customer agrees to fund Shared Network Upgrades, as determined by Transmission Provider. Where applicable, payments to fund Shared Network Upgrade(s) that are made to Transmission Provider by Interconnection Customer will be disbursed by Transmission Provider to the appropriate entities that are constructing the Shared Network Upgrades in accordance with Attachment O of the Tariff. In the event that Interconnection Customer fails to meet its obligation to fund Shared Network Upgrades, Transmission Owner and Transmission Provider shall not be responsible for the Interconnection Customer's funding obligation.

11.4.2 Contingencies Affecting Network Upgrades, System Protection Facilities and Distribution Upgrades. Network Upgrades, System Protection Facilities and Distribution Upgrades that are required to accommodate the Generating Facility may be modified because (a) a higher queued Interconnection Request withdrew or was deemed to have withdrawn, (b) the GIA associated with a higher queued Interconnection Request was terminated, or (c) changes occur in equipment design standards or reliability criteria giving rise to the need for restudy. The higher queued Interconnection Requests that could impact the Network Upgrades, System Protection Facilities and Distribution Upgrades required to accommodate the Generating Facility, and possible modifications that may result from the above listed events affecting the higher queued Interconnection Requests, to the extent such modifications are reasonably known and can be determined, and estimates of the costs associated with such required Network Upgrades, System Protection Facilities and Distribution Upgrades, shall be provided in Appendix A.

11.4.3 Agreement to Restudy. The Interconnection Customer agrees to allow the Transmission Provider to perform a restudy in accordance with Sections 8.8 and 8.13 of the GIP if the Transmission Provider determines a restudy is required because one or more of the contingencies in Article 11.4.2 occurred. If a restudy is required, the Transmission Provider shall provide notice to Interconnection Customer. The Parties agree to amend Appendix A to this GIA in accordance with Article 30.10 to reflect the results of the restudy.

11.5 Transmission Credits.

11.5.1 Credits for Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to compensation in accordance with Attachment Z2 of the Tariff for any Network Upgrades including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8.

11.5.2 Special Provisions for Affected Systems. Unless Transmission Provider provides, under the GIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.5.3 Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain transmission credits for transmission service that is not associated with the Generating Facility.

11.6 Initial Payment.

Interconnection Customer shall make an initial payment ("Initial Payment") equal to the greater of a) twenty (20) percent of the total cost of Network Upgrades, Shared Network Upgrades, Transmission Owner Interconnection Facilities and/or Distribution Upgrades listed in Appendix A or b) $4,000/MW of the size of the Generating Facility. Any financial security provided in Section 8.2, Section 8.5.1 and Section 8.5.2 of the GIP will be applied to this requirement. The Initial Payment shall be provided to Transmission Owner or Transmission Provider as required in Appendix B by Interconnection Customer pursuant to this Article 11.6 within the later of a) thirty (30) days of the execution of the GIA by all Parties, or b) thirty (30) days of acceptance by FERC if the GIA is filed unexecuted and the payment is being protested by Interconnection Customer, or c) thirty (30) days of the filing if the GIA is filed unexecuted and the Initial Payment is not being protested by Interconnection Customer. If this GIA is terminated, then the Initial Payment shall be refunded with accrued interest calculated from the date of the receipt of the Initial Payment to the date of the refund, if any, to the Interconnection Customer less:

a. any costs that have been incurred for the construction of the facilities specified in Appendix A;

b. any funds necessary for the construction of those Shared Network Upgrades, or Network Upgrades, that would be assigned to another interconnection customer where such upgrade costs would not have been assigned but for the termination of the GIA; and

c. any costs that have been incurred for the construction of those Shared Network Upgrades, or Network Upgrades, that are no longer required due to the termination of the GIA that were paid for by another interconnection customer.

11.7 Provision of Security. At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of Interconnection Facilities, Network Upgrades, or Distribution Upgrades as defined in Appendix A of this GIA, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 14.2.1. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring and installing the applicable portion of Interconnection Facilities, Network Upgrades, or Distribution Upgrades as defined in Appendix A of this GIA and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider or Transmission Owner for these purposes. If Interconnection Customer requests suspension pursuant to Article 5.16, Interconnection Customer may be required to provide Transmission Provider security in the form described above for its allocated share of Network Upgrade(s) costs as calculated pursuant to Section 4.2.5 of the GIP and defined in Appendix A of this GIA.

In addition:

11.7.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Provider, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

11.7.2 The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.7.3 The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.8 **Interconnection Customer Compensation.** If Transmission Provider or Transmission Owner requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this GIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to the Tariff. Interconnection Customer shall serve Transmission Provider with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any Reactive Power under this GIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service.

11.8.1 **Interconnection Customer Compensation for Actions During Emergency Condition.** Transmission Provider shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.8.

ARTICLE 12. INVOICE

The terms of this Article 12 apply to billing between the Parties for construction and operation and maintenance charges. All other billing will be handled according to the Tariff.

12.1 **General.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2 **Final Invoice.** Within six months after completion of the construction of Interconnection Facilities and the Network Upgrades, the Interconnection Customer shall receive an invoice of the final cost due under this GIA, including any applicable cost due to termination, which shall set forth such costs in sufficient detail to enable Interconnection

Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnection Customer shall receive a refund of any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment. Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this GIA.

12.4 Disputes. In the event of a billing dispute between the Parties, Transmission Owner, and Transmission Provider shall continue to provide Interconnection Service under this GIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Owner may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii).

ARTICLE 13. EMERGENCIES

13.1 Definition. "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, Transmission Owner's Interconnection Facilities; or (4) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Generator Interconnection Agreement to possess black start capability.

13.2 Obligations. Each Party shall comply with the Emergency Condition procedures of NERC, the Applicable Reliability Council, Transmission Provider, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.

13.3 Notice. Transmission Provider or Transmission Owner shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Owner's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider and Transmission Owner promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Owner's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action. Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Owner, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or Transmission Owner or otherwise regarding the Transmission System.

13.5 Transmission Provider and Transmission Owner Authority.

13.5.1 General. Transmission Provider and/or Transmission Owner may take whatever actions or inactions with regard to the Transmission System or Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider and Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider and/or Transmission Owner may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's and Transmission Owner's operating instructions concerning Generating Facility real power and reactive power output within the manufacturer's design limitations of the Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection. Transmission Provider and/or Transmission Owner may reduce Interconnection Service or disconnect the Generating Facility or Interconnection Customer's Interconnection Facilities, when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to Transmission Provider's Tariff. When Transmission Provider and/or Transmission Owner can schedule the reduction or disconnection in advance, Transmission Provider and/or Transmission Owner shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Transmission Provider and/or Transmission Owner shall coordinate with Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer, Transmission Provider and/or Transmission Owner. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.6 Interconnection Customer Authority. Consistent with Good Utility Practice and the GIA and the GIP, Interconnection Customer may take actions or inactions with regard to the Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and Transmission Owner's Interconnection Facilities. Transmission Provider and/or Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability. Except as otherwise provided in Article 11.8.1 of this GIA, no Party shall be liable to the other Parties for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

14.1 Regulatory Requirements. Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act the Public Utility Holding Company Act of 2005, or the Public Utility Regulatory Policies Act of 1978 as amended by the 2005 Energy Policy Act.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

14.2.2 This GIA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES.

15.1 General. Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Any Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by any Party to another and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Parties in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 No Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this GIA or the result of an act or omission of another Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this GIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this GIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this GIA.

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

18.1 Indemnity. Each Party shall indemnify and hold harmless the other Parties, and the other Parties' officers, shareholders, stakeholders, members, managers, representatives, directors, agents and employees, and Affiliates, from and against any and all loss, liability, damage, cost or expense to third parties, including damage and liability for bodily injury to or death of persons, or damage to property or persons (including reasonable attorneys' fees and expenses, litigation costs, consultant fees, investigation fees, sums paid in settlements of claims, penalties or fines imposed under Applicable Laws and Regulations, and any such fees and expenses incurred in enforcing this indemnity or collecting any sums due hereunder) (collectively, "Loss") to the extent arising out of, in connection with, or resulting from (i) the indemnifying Party's breach of any of the representations or warranties made in, or failure of the indemnifying Party or any of its subcontractors to perform any of its obligations under, this GIA, or (ii) the negligence or willful misconduct of the indemnifying Party or its contractors; provided, however, that no Party shall have any indemnification obligations under this Section 18.1 in respect of any Loss to the extent the Loss results from the negligence or willful misconduct of the Party seeking indemnity.

18.1.1 Indemnified Person. If an indemnified person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this Article 18, the amount owing to the indemnified person shall be the amount of such indemnified person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

The Indemnified Person shall cooperate with the indemnifying Party with respect to the matter for which indemnification is claimed. The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying Party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying Party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.

The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

18.2 Consequential Damages. Except as otherwise provided in this Article 18 and other than Liquidated Damages heretofore described, the liability of a Party under this GIA shall be limited to direct actual damages, and all other damages at law are waived. Under no circumstances shall any Party or its Affiliates, directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits. The limitations on damages specified in this Section 18.2 are without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. This limitation on damages shall not affect any Party's rights to obtain equitable relief as otherwise provided in this GIA. The provisions of this Section 18.2 shall survive the termination or expiration of this GIA.

18.3 Insurance. Interconnection Customer and Transmission Owner shall at their own expense, maintain in force throughout the period of this GIA, and until released by all other Parties, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located. The minimum limits for the Employers' Liability insurance shall be One Million Dollars ($1,000,000) each accident bodily injury by accident, One Million Dollars ($1,000,000) each employee bodily injury by disease, and One Million Dollars ($1,000,000) policy limit bodily injury by disease.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards (if applicable), independent contractors coverage, coverage for pollution (if exposure is present) and punitive or exemplary damages, with minimum limits of One Million Dollars ($1,000,000) each occurrence/Two Million Dollars ($2,000,000) general aggregate and Two Million Dollars ($2,000,000) products and completed operations aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.3.4 Excess Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) each occurrence/Twenty Million Dollars ($20,000,000) general aggregate.

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed to by all Parties.

18.3.8 The requirements contained herein as to the types and limits of all insurance to be maintained by the Interconnection Customer and Transmission Owner are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

18.3.9 Within ten (10) days following execution of this GIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, Interconnection Customer and Transmission Owner shall provide certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer to the Other Party Group.

18.3.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2

through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This GIA may be assigned by any Party only with the written consent of the other Parties; provided that any Party may assign this GIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of Transmission Provider or Transmission Owner, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider and Transmission Owner of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider and Transmission Owner of the date and particulars of any such exercise of assignment right(s), including providing the Transmission Provider with proof that it meets the requirements of Articles 11.7 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 Severability. If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Negotiated Option (Article 5.1.3), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

22.1 Confidentiality. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to another prior to the execution of this GIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, 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.

If requested by any Party, a Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this GIA, and for a period of three (3) years after the expiration or termination of this GIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this GIA; or (6) is required, in accordance with Article 22.1.7 of the GIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this GIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this GIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to another Party. The disclosure by any Party to another Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this GIA or its regulatory requirements.

22.1.7 Order of Disclosure. If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Parties with prompt notice of such request(s) or requirement(s) so that the other Parties may seek an appropriate protective order or waive compliance with the terms of this GIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this GIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 Remedies. In the instance where Transmission Owner is a Federal Power Agency, as specified in the opening paragraph of this Agreement, then this Section 22.1.9 shall not apply to Transmission Owner. The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Parties shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 **Disclosure to FERC, its Staff, or a State.** Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 C.F.R. Section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this GIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. Section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying another Party to this GIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to the GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. Section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this GIA ("Confidential Information") shall not be disclosed by another Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this GIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

22.1.12 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

ARTICLE 23. ENVIRONMENTAL RELEASES

23.1 Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

24.1 **Information Acquisition.** Transmission Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2 **Information Submission by Transmission Provider.** The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

25.1 **Information Access.** Each Party (the "disclosing Party") shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Parties to: (i) verify the costs incurred by the disclosing Party for which the other Parties are responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.

25.2 **Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party") shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including 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. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Parties receiving such notification to allege a cause for anticipatory breach of this GIA.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to another Party, to audit at its own expense that other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by 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 each Party's performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records. Accounts and records related to the design, engineering, procurement, and construction of Transmission Owner's Interconnection Facilities, and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to any Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

26.1 General. Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Owner be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

27.1 Submission. In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this GIA or its performance, the Parties agree to resolve such dispute using the dispute resolution procedures of the Generator Interconnection Procedures.

ARTICLE 28. REPRESENTATIONS, WARRANTIES, AND COVENANTS

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located**;** and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this GIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

ARTICLE 29. JOINT OPERATING COMMITTEE

29.1 Joint Operating Committee. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer, Transmission Owner and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. Each Party shall notify the other Parties of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of any Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this GIA. All Parties shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

29.1.1 Establish data requirements and operating record requirements.

29.1.2 Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.

29.1.3 Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Owner’s and Interconnection Customer's facilities at the Point of Interconnection.

29.1.4 Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Generating Facility and other facilities that impact the normal operation of the interconnection of the Generating Facility to the Transmission System.

29.1.5 Ensure that information is being provided by each Party regarding equipment availability.

29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

ARTICLE 30. MISCELLANEOUS

30.1 Binding Effect. This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.2 **Conflicts.** In the event of a conflict between the body of this GIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this GIA shall prevail and be deemed the final intent of the Parties.

30.3 **Rules of Interpretation.** This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

30.4 **Entire Agreement.** This GIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, a Party's compliance with its obligations under this GIA.

30.5 **No Third Party Beneficiaries.** This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 **Waiver.** The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by a Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this GIA shall, if requested, be provided in writing.

30.7 Headings. The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.

30.8 Multiple Counterparts. This GIA may be executed in three or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9 Amendment. The Parties may by mutual agreement amend this GIA by a written instrument duly executed by each of the Parties.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.

30.11 Reservation of Rights. Transmission Provider shall have the right to make a unilateral filing with FERC to modify this GIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under Section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this GIA pursuant to Section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each 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. Nothing in this GIA shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

IN WITNESS WHEREOF, the Parties have caused this GIA to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

SOUTHWEST POWER POOL, INC.

By: ______________________________

Printed Name: Lanny Nickell

Title: EVP & COO

Date: 6/19/2024

SOUTHWESTERN ELECTRIC POWER COMPANY

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

PERSICA SOLAR II, LLC

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

IN WITNESS WHEREOF, the Parties have caused this GIA to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

SOUTHWEST POWER POOL, INC.

By: ______________________

Printed Name: ______________________

Title: ______________________

Date: ______________________

SOUTHWESTERN ELECTRIC POWER COMPANY

DocuSigned by:

By: Robert Bradish

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Printed Name: Robert W. Bradish

Title: Vice President

Date: 6/17/2024 | 8:24 PM EDT

PERSICA SOLAR II, LLC

By: ______________________

Printed Name: ______________________

Title: ______________________

Date: ______________________

IN WITNESS WHEREOF, the Parties have caused this GIA to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

SOUTHWEST POWER POOL, INC.

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

SOUTHWESTERN ELECTRIC POWER COMPANY

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

PERSICA SOLAR II, LLC

By: DocuSigned by: Petter Skantze 2F5BBE5FF6D34D9...

Printed Name: Petter Skantze

Title: Vice President

Date: June 14, 2024

DS KO
Katherine O'Konski
Senior Attorney
June 10, 2024

APPENDIX A TO GIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

NOTE: The facilities described in this Appendix are based on the studies conducted in response to the Interconnection Request GEN-2017-140 and GEN-2017-141.

1. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities: Interconnection facilities to be designed, procured, constructed, installed, maintained, and owned by Interconnection Customer and Persica Solar, LLC ("Persica Solar," and collectively with Interconnection Customer, the "Interconnection Customers") at their sole expense:

- 34.5 kV underground cable collection circuits;
- 34.5 kV to 345 kV transformation substation with associated 34.5 kV and 345 kV switchgear;
- One 345/34.5 kV 108/144/180 MVA (ONAN/ONAF/ONAF) step-up transformer to be owned and maintained by the Interconnection Customer at the Interconnection Customers' substation;
- An approximately 273 mile overhead 345 kV line to connect the Interconnection Customers' substation to the Point of Change of Ownership ("PCO") at Transmission Owner's dead-end structure outside Transmission Owner's Clarksville 345 kV Substation;
- Interconnection Customers' 345 kV transmission line described above will include optical ground wire ("OPGW") and a second fiber optic cable (with a physically separate path for redundancy) from Interconnection Customers' substation to the PCO (for example: a second OPGW or ADSS fiber path);
- Splice cases, fiber slack storage devices, and hand-hole facilities, as applicable, to accommodate Transmission Owner's and Interconnection Customers' fiber optic cables at the PCO;
- All-dielectric fiber optic station entrance system including fiber distribution panel at the Generating Facility Substation;
- Interconnection Customer will provide by way of inter-control center communications protocol ("ICCP") the accumulated and real-time Generating Facility and ICIF data as specified by Transmission Owner in accordance with Articles 7 and 8 of this Agreement;
- Equipment at the Interconnection Customers' substation necessary to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 95% lagging and 95% leading in accordance with FERC Order No. 827. The Interconnection Customer may use turbine manufacturing options for providing reactive power under no/reduced generation conditions. The Interconnection Customers will be required to provide documentation and design specifications demonstrating how the requirements are met; and,

- All necessary relay, protection, control and communication systems required to protect Interconnection Customers' Interconnection Facilities and Generating Facility and coordinate with Transmission Owner's relay, protection, control, and communication systems.

(b) Transmission Owner's Interconnection Facilities: Interconnection facilities that are to be designed, procured, constructed, installed, maintained, owned and/or controlled by Transmission Owner at Interconnection Customer's sole expense.

Description	Total Cost Estimate	Allocated Share	Allocated Cost Estimate
• **Transmission Owner's Clarksville 345kV Substation (143387):** Construct one (1) 345 kV line terminal, line switches, dead end structure, line relaying, communications, revenue metering, line arrestor, and all associated equipment and facilities necessary to accept transmission line from Interconnection Customer's Generating Facility. • Install a 345 kV span from the Point of Interconnection to the PCO at Transmission Owner's dead-end structure outside the Clarksville Substation fence as described in Section 8 of this Appendix A. **Estimated Lead Time: 36 months**	$2,936,546	50%	$1,468,273*
Total TOIF	**$2,936,546**		**$1,468,273**

* If Persica Solar fails to pay its allocated share of the estimated costs for Transmission Owners Interconnection Facilities and Network Upgrades, Transmission Owner shall have the right to suspend work hereunder until such time as Persica Solar or Interconnection Customer cure the delinquency. If neither Persica Solar nor Interconnection Customer cure the delinquency, such failure shall be deemed to be a Breach under Section 17.1 of this GIA.

If the Persica Solar GIA is terminated, Interconnection Customer agrees to pay Persica Solar's unpaid share of the cost of the Transmission Owner's Interconnection Facilities, such that Interconnection Customer pays the full amount of such costs.

(c) Operation and Maintenance Charge: Pursuant to Section 10.5 and Article 12 of this Agreement, Interconnection Customer shall pay Transmission Owner a monthly charge as determined below (the "Monthly Charge") related to the Transmission Owner's Interconnection Facilities ("TOIF"). The monthly charge shall be shared between Interconnection Customer and GEN-2017-141 based on the allocated share of the TOIF specified in each generator interconnection agreement, however, Interconnection Customer and Persica Solar shall be jointly and severally liable for payment of the full amount.

The Monthly Charge shall commence on the first of the month following the in-service date of TOIF and shall be determined as shown below. Line 1 of this calculation shall be updated as described below. Lines 2, 3, and 4 of this calculation shall initially be based on the most recently filed annual true-up to the Transmission Owner's populated Transmission Cost of Service Formula Rate ("TCOS Formula Rate"), which formula is set forth in the SPP Tariff, Attachment H Addendum 4 (AEP) Part 1, or its successor. The same lines will be updated based on the formula rate's annual true-up submitted to FERC. The updates will be made effective the first day of the month after 45 days has passed since the date of the true-up submission.

For any additions, removals, modifications, or replacements of the TOIF, Interconnection Customers shall pay to Transmission Owner the capital cost of any such additions, removals, modifications, or replacements of the TOIF as contributions-in-aid-of-construction, plus any applicable taxes. The "Cost of TOIF" used to determine the Monthly Charge shall be updated annually, to reflect any such changes; the update to Line 1, if any, will be effective the same date as the updates to Lines 2, 3, and 4.

The revisions described above shall determine an updated value for Line 6 of the Monthly Charge calculation. Any revisions to Lines 1, 2, 3, and 4 of this calculation made in accordance with this section shall not require filing with the Commission. The cost of TOIF and the Monthly Charge shall be rounded to the nearest dollar.

1. Cost of TOIF (initial amount set by estimate in Appendix A Section 1(b)), updated annually on the same date that Transmission Owner's TCOS Formula Rate is updated to reflect actual cost, additions, removals, modifications, or replacements)

2. Multiplied by: Net Plant In Service (Transmission)

3. Divided by: Gross Plant In Service (Transmission)

4. Multiplied by: Net Plant Carrying Charge (w/o ROE incentives, depreciation, income taxes, or return) – Annual Rate

5. Divided by: 12 Months

6. Equals: Monthly Charge

The terms of this Section may be revised or amended pursuant to Section 205 or 206 of the Federal Power Act.

2. Network Upgrades:

(a) Stand Alone Network Upgrades: Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. The Transmission Provider, Transmission Owner and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades. Stand Alone Network Upgrades that are to be designed, procured, constructed, installed and owned by Transmission Owner that are the 100% cost responsibility of the Interconnection Customer:

Description	Allocated Cost Estimate
None	$0
Total Stand-Alone Network Upgrades	**$0**

(b) Network Upgrades constructed by Transmission Owner: Network Upgrades that are to be designed, procured, constructed, installed and owned by the Transmission Owner that are the 100% cost responsibility of the Interconnection Customer:

Description	ILTCR	Allocated Cost Estimate
None	N/A	$0
Total Non-Shared Network Upgrades		**$0**

(c) Network Upgrades constructed by other transmission owning entity: Network Upgrades to be designed, procured, constructed, installed and owned by another transmission owning entity that are the 100% cost responsibility of the Interconnection Customer. These Network Upgrades will require a Notification to Construct:

Description	ILTCR	Allocated Cost Estimate
Oklahoma Gas and Electric Company's ("OG&E") Muskogee 345kV Substation (143561): Update relay settings at OG&E Muskogee and electrical modeling work. **Estimated Lead Time: 4 Months**	Ineligible	$15,000
Total Network Upgrades by other transmission owning entity		**$15,000**

(d) Shared Network Upgrades: Network Upgrade that is needed for the interconnection of multiple interconnection customers' generating facilities and which is the shared funding responsibility of such interconnection customers that may also benefit other interconnection customer(s) that are later identified as beneficiaries. These Shared Network Upgrades may be constructed by the Transmission Owner or another transmission owning entity as identified. Network Upgrades constructed by transmission owning entities other than the Transmission Owner will require Transmission Provider to issue a Notification to Construct to the constructing entity, if not contained in a separate construction agreement:

Description	ILTCR	Total Cost Estimate	Allocated Share	Allocated Cost Estimate
Transmission Owner's Clarksville 345kV Substation Expansion (143384): Expand the Clarksville 345kV substation to accommodate the interconnection of GEN-2017-140 and GEN-2017-141 **Estimated Lead Time: 36 Months**	Ineligible	$2,499,073	39.83%	$995,381
Total Shared Network Upgrades		$2,499,073		$995,381

(e) Contingent Facilities: Network Upgrades that are required for the interconnection of Interconnection Customer's Generating Facility, but are not the cost responsibility of the Interconnection Customer, subject to restudy:

Description	Current Cost Assignment	Estimated In-Service Date
None	$0	N/A

(f) Affected System Upgrades: Upgrades that the Affected System identified as required for the interconnection of Interconnection Customer's Generating Facility. Affected System Upgrades to be designed, procured, constructed, installed and owned by the Affected System Operator that are the cost responsibility of the Interconnection Customer:

Description	Total Cost Estimate	Allocated Share	Allocated Cost Estimate
None	$0	N/A	$0
Total Affected System Upgrades	**$0**		**$0**

3. Summary of Generation Interconnection Costs:

(a) Transmission Owner Interconnection Facilities: The cost for the Transmission Owner's Interconnection Facilities to be constructed by Transmission Owner.	$1,468,273
(b) Creditable Network Upgrades: The portion of the Network Upgrades that qualify as creditable upgrades. These upgrades could be subject to the transmission service credits described in Article 11.5 of this Agreement and will be adjusted for actual costs and expenses incurred in accordance with Article 11.5.	$0
(c) Non-creditable Network Upgrades: The portion of the Network Upgrades that do not qualify as creditable upgrades. These upgrades are not subject to the transmission service credits describes in Article 11.5 of this Agreement.	$1,010,381
(d) Total Interconnection Costs: The total cost for the Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, and Network Upgrades. The Interconnection Customer is responsible for payment for the engineering, procurement, and construction of the Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, and Network Upgrades pursuant to the payment schedule as indicated in Appendix B, Milestones.	$2,478,654
(e) Initial Payment: Pursuant to Article 11.6 of this Agreement, the Interconnection Customer's Initial Payment will be equal to the greater of a) twenty (20) percent of the total cost of Network Upgrades, Shared Network Upgrades, Transmission Owner Interconnection Facilities and/or Distribution Upgrades or b) $4,000/MW of the size of the Generating Facility. Any remaining milestone deposits provided by Interconnection Customer in Section 8.2 and Section 8.9 of the GIP will be applied to the Initial Payment requirement.	$640,000

If Security Deposits by Interconnection Customer were provided in the form of cash pursuant to the Definitive Interconnection System Impact Study and Interconnection Facilities Study procedures and held by Transmission Provider, Transmission Owner may invoice the Transmission Provider, up to the amount held, pursuant to the milestones of Appendix B. If Security Deposits by Interconnection Customer were provided in the form of a Letter of Credit pursuant to the Definitive Interconnection System Impact Study (DISIS) and Interconnection Facilities Study procedures, the Interconnection Customer must assign a Letter of Credit to the Transmission Owner pursuant to the milestones of Appendix B.

(f) Taxes, Interests and/or Penalties: Interconnection Customer's estimated liability for reimbursement of Transmission Owner for taxes, interest and/or penalties under Article 5.17.3. This estimate assumes that there are no costs incurred by the Transmission Owner for land. $0

(g) Final Invoice: All cost estimates will be trued up for actual costs and expenses for purposes of final billing under Article 12.2.

4. Distribution Upgrades:

- None

5. Interconnection Service:

Interconnection Customer has requested the following (from Appendix 3 of the GIP):

___ MW Energy Resource Interconnection Service
160 MW Network Resource Interconnection Service

Total Interconnection Service shall be limited to no more than 160 MW at any time.

6. Construction Option Selected by Interconnection Customer:

Interconnection Customer has selected the Standard Option for construction of the Transmission Owner's Interconnection Facilities and the Stand Alone Network Upgrades.

7. Permits, Licenses, and Authorizations:

Permit, License, and/or Authorization	Responsible Party	Date Required
Obtain Governmental Authorization (as necessary).	As necessary	As required

8. Description of the Point of Change of Ownership:

The Point of Change of Ownership is located at the point where Interconnection Customers' 345 kV line from the collector station attaches to Transmission Owner's dead-end turning structure outside the 345 kV Station fence, as shown in Figure A-1, which drawing is attached hereto and made a part hereof. Interconnection Customers will own the hardware required to attach the line. Transmission Owner will own the jumpers connecting to Interconnection Customers' line.

9. Description of the Point of Interconnection:

The Point of Interconnection will be in Wagoner County, Oklahoma at the point where the 345 kV circuit from the Generating Facility is attached to the 345 kV ring bus at the

Transmission Owner's 345 kV Clarksville 345 kV Switching Station, as shown in Figure A-1.

10. Higher-Queued Interconnection Customers:

- ASGI-2015-001
- GEN-2016-009
- GEN-2016-016
- GEN-2016-046
- GEN-2016-073
- GEN-2016-111
- GEN-2016-149
- GEN-2016-150
- GEN-2016-153
- GEN-2016-157
- GEN-2016-158
- GEN-2016-160
- GEN-2016-176
- GEN-2017-004
- GEN-2017-005
- GEN-2017-018
- GEN-2017-022
- GEN-2017-068
- GEN-2017-086

11. Candidate Incremental Long-Term Congestion Rights:

- Source **N/A**
- Sink **N/A**
- Candidate Incremental LTCR MW **N/A**
- Term (years from in-service date of Network Upgrade) N/A

12. Shared Facilities

Interconnection Customer shall enter into a shared facilities agreement or comparable agreement ("Shared Facilities Agreement") with Persica Solar and provide a fully executed copy of such agreement to Transmission Provider and Transmission Owner at the time such agreement is filed by the Interconnection Customer with FERC, but in no instance later than ten (10) Business Days prior to energization of Transmission Owner's Interconnection Facilities. Interconnection Customer and Persica Solar may be referred to in this Section collectively as the "Shared Facility Parties." Pursuant to this GIA, Interconnection Customer, Transmission Provider, and Transmission Owner agree to the following additional terms and conditions for the interconnection of the Generating Facility:

(a) Separate GIAs: To obtain Interconnection Service, the Interconnection Customer has entered into this GIA for its respective queue position pursuant to the Tariff to govern the individually owned ICIF located behind the Point of Interconnection shown in Appendix A to this GIA. The ICIF located behind the Point of Interconnection for the queue position for GEN-2017-141 is specified in Appendix A to that GIA.

(b) Single Point of Interconnection: As shown in Appendix A of each of the Shared Facility Parties' respective GIAs, there is a single Point of Interconnection serving the respective ICIF of the Shared Facility Parties. That single Point of Interconnection is physically located at a point described in each applicable GIA. The Shared Facility Parties will jointly own or have access rights over certain ICIF as depicted in Figure A-1 (the "Shared Facilities"). Based upon the terms of the Shared Facilities Agreement or other comparable agreement, Interconnection Customer has rights to access and use its pro rata share of these ICIF to transport energy produced by the Generating Facility to the Point of Interconnection.

(c) Shared Facilities Agreement: Interconnection Customer acknowledges and agrees that Interconnection Service for Interconnection Customer depends upon the physical availability of, and Interconnection Customer's right to utilize the Shared Facilities. Accordingly, the following shall apply:

(i) Pursuant to the Shared Facilities Agreement or other comparable agreement, Interconnection Customer has certain rights to access and use the Shared Facilities as described in such agreement.

(ii) The Interconnection Customer shall notify Transmission Provider and Transmission Owner within ten (10) business days if the Shared Facilities Agreement is terminated. In the event the Shared Facilities Agreement is terminated, other than as a result of the Shared Facility Parties being owned by the same entity(ies), Interconnection Customer shall coordinate with Transmission Owner and Transmission Provider to provide information reasonably required by Transmission Owner and Transmission Provider to demonstrate that Interconnection Customer will be able to continue to operate Interconnection Customer's Generating Facility in accordance with the terms and conditions of this GIA.

(iii) In the event Interconnection Customer is unable to move the energy produced by the Generating Facility to the Point of Interconnection due to termination of the Shared Facilities Agreement or for any other reason related to the joint use of the Shared Facilities, Transmission Provider and Transmission Owner shall incur no liability to Interconnection Customer with respect to such losses or other impacts resulting from Interconnection Customer's inability to access the Point of Interconnection over the Shared Facilities. In the event that the Shared Facilities become unavailable to transmit energy produced by the Generating Facility and/or the Generating Facilities of GEN-2017-141, it shall be the Interconnection Customer's sole responsibility to acquire and install, or to obtain rights to utilize, other Interconnection Facilities necessary to enable the Interconnection Customer to deliver energy produced by the Generating Facility to the Point of Interconnection set forth in Appendix A of this GIA.

(d) Disputes between the Shared Facility Parties: Interconnection Customer agrees that all issues between the Shared Facility Parties regarding invoices, disbursements, operations, maintenance, liability and all other matters related to their respective Generating Facilities or the Shared Facilities shall be resolved between the Shared Facility Parties and shall not be the responsibility or obligation of the Transmission Provider and/or Transmission Owner under this GIA.

(e) Additional Liability and Indemnification Provisions: Notwithstanding anything in this Appendix A or this GIA regarding limitation of liability or indemnification to the contrary, Transmission Provider, Transmission Owner, and Interconnection Customer hereby agree that: (a) Interconnection Customer shall indemnify, defend and hold harmless Transmission Owner and Transmission Provider from all liability, damages, costs, and expenses (including attorneys' fees) whatsoever related to, or arising from, any claims resulting from acts taken by or omissions of Interconnection Customer under the Shared Facilities Agreement; and (b) Transmission Provider and Transmission Owner shall not be liable, whether based on contract, warranty, tort, strict liability or otherwise, to Interconnection Customer for cessation, interruption or reduction of service, or any damages whatsoever, including direct, incidental, consequential, punitive, special, exemplary, or indirect damages, arising or resulting from the exercise of any right or remedy by Transmission Provider or Transmission Owner under the GEN-2017-141 GIA, provided however, the limitation of liability in this section shall not apply to the direct damages that arise or result from the gross negligence or willful misconduct of Transmission Provider or Transmission Owner.

(f) Notices to Interconnection Customer: Any required notice and all communications to the Interconnection Customer made pursuant to Article 15 of this GIA regarding the Shared Facilities shall be delivered to Interconnection Customer at the address set out in Appendix F and shall constitute notice to both of the Shared Facility Parties. Transmission Provider and Transmission Owner shall not be obligated to provide any additional notice. Interconnection Customer may change the point of contact for this GIA by providing the Transmission Provider and Transmission Owner with notice of such change in accordance with the terms of this GIA, provided that Interconnection Customer designates only one party to receive notices on behalf of the Shared Facility Parties, and that same party is so designated in each of the Shared Facility Parties GIAs.

(g) Suspension. If Persica Solar suspends Transmission Owner's work under its GIA, Transmission Owner shall notify Interconnection Customer of the suspension notice. Within five (5) Business Days, Interconnection Customer shall provide written notice to Transmission Owner whether it also requests suspension of the work or if it requests Transmission Owner to continue to perform work under this GIA. If Interconnection Customer requests that the Transmission Owner also suspend work under this GIA, then the provisions of Section 5.16 of this GIA shall apply. If Interconnection Customer requests Transmission Owner proceed with work under this GIA, then Interconnection Customer agrees to pay, in accordance with the schedule identified in Appendix B, both its allocated share and Persica Solar's allocated share of the Transmission Owner's Interconnection Facilities and Network Upgrades to be constructed by Transmission Owner If Interconnection Customer fails to respond to the suspension notice provided from the Transmission Owner, then Persica Solar's suspension notice shall be deemed to also be a request for suspension of work by Interconnection Customer under Section 5.16 of this GIA.

13. Diagrams and Figures:

FIGURE A-1 PERSICA SOLAR II INTERCONNECTION

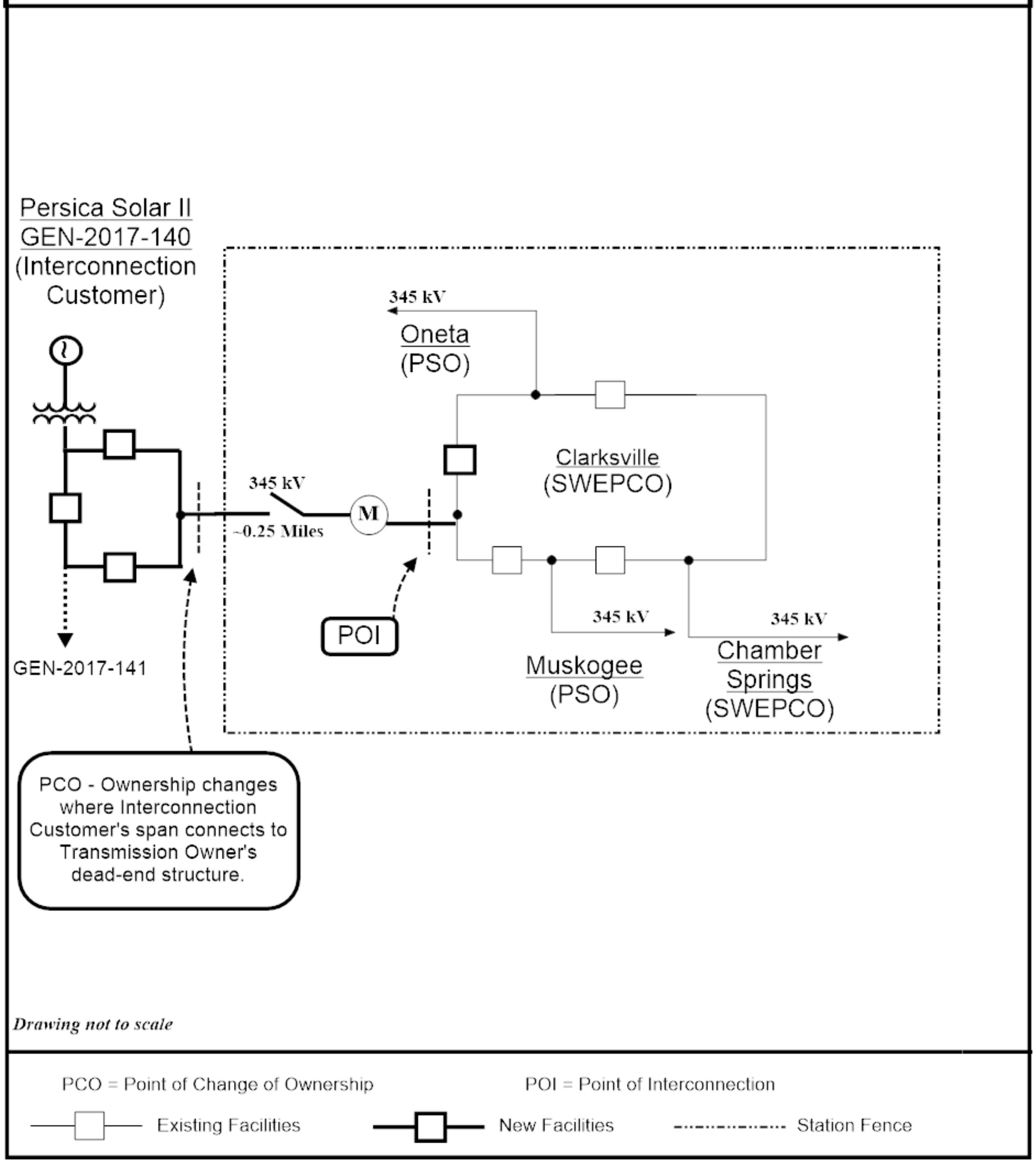

Figure A-1: One-line Diagram of Point of Interconnection

APPENDIX B TO GIA

Milestones

Item	Action	Responsible Party	Completion Date
1	Provide financial security deposits to the Transmission Provider as required by GIP to complete Definitive Interconnection System Impact Study.	Interconnection Customer	Complete
2	Complete Facilities Study.	Transmission Provider	Complete 06/07/2023
3	Provide to Transmission Provider Site Control and Generating Facility development milestones per Generator Interconnection Procedure Section 11.3.	Interconnection Customer	Within fifteen (15) Business Days after receipt of final GIA
4	Complete and provide to Transmission Provider the Bank Information and W-9 Forms for the Interconnection Customer entity listed in this GIA.	Interconnection Customer	Within fifteen (15) Business Days after receipt of final GIA
5	Provide Initial Payment per Article 11.6, Appendix A Item 3.(e) less sum of cash-only Security to Transmission Provider: $4,000 x 160 MW = **$640,000**	Interconnection Customer	Thirty (30) Calendar Days after Effective Date of final GIA
6	Transmission Provider transfers Initial Payment and/or Security Deposit up to a total of ($15,000/$2,478,654) x $640,000 = **$3,873** (on a pro rata cost base) to OG&E for Network Upgrades in Appendix A, Item 2.(c).	Other transmission owning entity and Transmission Provider	Upon Invoice from other transmission owning entity
7	Issue Notification to Construct (NTC) to OG&E for Network Upgrades in accordance with Attachment O of the Tariff.	Transmission Provider	Within forty-five (45) Calendar Days after Effective Date of final GIA
8	Provide written authorization to proceed with design, procurement, and construction of Transmission Owner Interconnection Facilities and all Network Upgrades listed in Appendix A, Item(s) 1.(b) and 2.(d) to be constructed by Transmission Owner per Article 5.5.2.	Interconnection Customer	Ten (10) Business Days after the Effective Date of the GIA
9	Issue Invoice #1 to Transmission Provider for **$150,000** for Transmission Owner's Interconnection Facilities and Network Upgrades in Appendix A Item(s) 1.(b) and 2.(d).	Transmission Owner	Four (4) months after receiving written authorization to proceed per Article 5.5.2. Expected 11/07/2024
10	Pay Invoice #1 to Transmission Owner	Transmission Provider	Thirty (30) days after receiving invoice

11	Submit Transmission Owner's Interconnection Facilities and Network Upgrade information to Transmission Provider's MOD-032-1 Model On Demand Database and Engineering Data Submission Tool (EDST).	Transmission Owner	No Later than 120 Calendar Days after the GIA Effective Date
12	Submit Interconnection Customer's required power flow, short circuit, and dynamic generating facilities modeling data to Transmission Provider's MOD-032-1 Model On Demand Database and EDST pursuant to NERC standard MOD-032-1 and in accordance with Transmission Provider MDWG manual requirements.	Interconnection Customer	No Later than 120 Calendar Days after the GIA Effective Date
13	Obtain Governmental Authorizations (as necessary).	As necessary	As required
14	Provide written authorization to proceed with design, procurement, and construction of all Network Upgrades listed in Appendix A, Item 2.(c) to be constructed by OG&E.	Interconnection Customer	Two (2) months after Effective Date
15	Provide remainder payment for Network Upgrades to be constructed by OG&E in Appendix Item 2.(c) less sum of payment listed in Milestone 6 to OG&E = **$11,127**	Interconnection Customer	Thirty (30) Calendar Days after Effective Date of GIA
16	Issue Invoice #2 to Transmission Provider for **$486,127** for Transmission Owner's Interconnection Facilities and network Upgrades in Appendix A Item(s) 1.(b) and 2.(d).	Transmission Owner	Eight (8) months after receiving written authorization to proceed per Article 5.5.2. Expected 03/07/2025
17	Pay Invoice #2 to Transmission Owner	Transmission Provider	Thirty (30) days after receiving invoice
18	Issue Invoice #3 to Interconnection Customer for **$801,997** for Transmission Owner's Interconnection Facilities and network Upgrades in Appendix A Item(s) 1.(b) and 2.(d).	Transmission Owner	Fourteen (14) months after receiving written authorization to proceed per Article 5.5.2. Expected 09/07/2025
19	Pay Invoice #3 to Transmission Owner [Note 1]	Interconnection Customer	Thirty (30) days after receiving invoice
20	Issue Invoice #4 to Interconnection Customer for \$2,478,654 - \$150,000 - \$486,127 - \$801,997 = **$1,025,530** for Transmission Owner's Interconnection Facilities and Network Upgrades in Appendix A Item(s) 1.(b) and 2.(d).	Transmission Owner	Twenty (20) months after receiving written authorization to proceed per Article 5.5.2. Expected 02/07/2026
21	Pay Invoice #4 to Transmission Owner [Note 1]	Interconnection Customer	Thirty (30) days after receiving invoice

22	Complete Transmission Owner Interconnection Facilities and Shared Network Upgrade identified in Appendix A, Item 1.(b) and 2.(d).	Transmission Owner	Thirty-six (36) months after receiving written authorization to proceed per Article 5.5.2., provided that the last two months of construction are not during Transmission Owner's peak load season (June-September). Expected 06/29/2027
23	Complete Network Upgrades constructed by OG&E listed in Appendix A, Item 2.(c).	Other Transmission Owning Entity(ies)	06/29/2027
24	Interconnection Customer to complete registration of the Generating Facility as a market asset in the Transmission Provider's Integrated Marketplace in accordance with Attachment AE of the Tariff and the Transmission Provider's Market Protocols and notify Transmission Owner Operational Contact(s) listed in Appendix F.	Interconnection Customer (if applicable)	Registration process must be completed prior to energization of the interconnection and applicable resources for either generation testing or commercial operation
25	Provide documentation of generator auxiliary power arrangements to Transmission Owner as specified in Appendix C, Item 4.(a).	Interconnection Customer	Thirty (30) days prior to Energization of Interconnection Customer's Interconnection Facilities
26	Execute Meter Agent Services Agreement as specified in Appendix C, Item 4.(h).	Interconnection Customer and Transmission Owner	Thirty (30) days prior to Energization of Interconnection Customer's Interconnection Facilities
27	Energization of Interconnection Customer's Interconnection Facilities.	Interconnection Customer	Thirty-six (36) months after receiving written authorization to proceed per Article 5.5.2., provided that the last two months of construction are not during Transmission Owner's peak load season (June-September). Expected 06/30/2027

28	Provide a fully executed copy of the Shared Facilities Agreement to Transmission Owner and Transmission Provider as required in Appendix A Section 12.	Interconnection Customer	When filed by the Interconnection Customer at FERC, but no later than ten (10) Business Days prior to Energization of Transmission Owner's Interconnection Facilities
29	If data from Milestone 11 has changed, submit Transmission Owner's Interconnection Facilities and Network Upgrade information to Transmission Provider's MOD-032-1 Model On Demand Database and EDST for "as built" facilities.	Transmission Owner	Within 120 Calendar Days before Initial Synchronization Date
30	If data from Milestone 12 has changed, submit Interconnection Customer's required power flow, short circuit, and dynamic generating facilities modeling data to Transmission Provider's MOD-032-1 Model On Demand Database and EDST for "as built" facilities pursuant to NERC standard MOD-032-1 and in accordance with Transmission Provider MDWG manual requirements.	Interconnection Customer	Within 120 Calendar Days before Initial Synchronization Date
31	Provide to Transmission Provider updated project design per Article 5.10.4.	Interconnection Customer	Six (6) months prior to Initial Synchronization Date
32	Submit Dynamic Model Characteristic Updates pursuant to NERC standards IRO-010 and TOP-003 and in accordance with Required Data Specification for the Transmission Provider Reliability Coordinator and the Transmission Provider Balancing Authority in the Eastern Interconnection. (EngModelChanges@spp.org)	Interconnection Customer	Thirty (30) Calendar Days prior to Initial Synchronization Date
33	Initial Synchronization Date.	Interconnection Customer	06/30/2027
34	Begin trial operation & testing per Article 6.1.	Interconnection Customer and Transmission Owner	07/01/2027
35	Provide to Transmission Provider as-built design per Article 5.10.5.	Interconnection Customer	Prior to Commercial Operation Date, or as soon as possible thereafter
36	Submit Dynamic Model Characteristic Updates pursuant to NERC standards IRO-010 and TOP-003 and in accordance with Required Data Specification for the Transmission Provider Reliability Coordinator and the Transmission Provider Balancing Authority in the Eastern Interconnection. (EngModelChanges@spp.org)	Interconnection Customer	Within thirty (30) Calendar Days of updated information being determined
37	Commercial Operation Date. Commercial Operation Date for full Interconnection Service is achievable after completion of Appendix A Item(s) 1.(b), 1.(c), 2.(b), 2.(c), 2.(d), 2.(e), and 2.(f) upgrades (if applicable).	Interconnection Customer	12/31/2027

38	Final accounting of costs incurred by Transmission Owner for Transmission Owner's Interconnection Facilities and Network Upgrades constructed by Transmission Owner as per Article 12.2. Interconnection Customer responsible for actual costs identified in Appendix A.	Transmission Owner	Within six (6) months following completion of Transmission Owner's Interconnection Facilities and Network Upgrades
39	Payment of any balance due based on final accounting of costs.	Interconnection Customer, Transmission Provider or Transmission Owner, as applicable	Two (2) months following completion of final accounting of costs for Transmission Owner's Interconnection Facilities
40	Release Letter of Credit and/or unused deposits held (if applicable).	Transmission Provider	Within one (1) month following Commercial Operation Date
41	Provide Transmission Provider with summary of date and amount of each payment for Network Upgrades per Article 12 required in order to accurately implement Article 11.5.	Interconnection Customer	Within one (1) month following payment of Final invoice

Note 1 – If Interconnection Customer fails to make payment when and as due, Transmission Owner shall have the right to suspend performance until the failure is cured in addition to any other rights of Transmission Owner under Section 17.1.

APPENDIX C TO GIA

Interconnection Details

This Appendix C is an integral part of this Agreement among the Interconnection Customer, Transmission Provider and Transmission Owner.

1. Description of Generating Facility:

Interconnection Customer's Generating Facility will consist of forty-three (43) TMEIC Ninja 3.72 MW inverters for a total generating nameplate capacity of 159.6 MW. The inverters will be equipped with the manufacturer's low voltage ride-through package to meet the requirements of Appendix G. The Interconnection Customer is required to maintain a composite power delivery at a continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging in accordance with FERC Order 827. Additionally, the Interconnection Customer will be required to install any equipment necessary to meet the voltage schedule requirements in Article 9.6.2 of this Agreement.

2. Point of Change of Ownership:

Refer to Appendix A, Section 8 for Point of Change of Ownership.

3. Point of Interconnection:

Refer to Appendix A, Section 9 for Point of Interconnection.

4. Transmission Owner Specific Interconnection Requirements:

(a) Additional Communication Requirements;
The Interconnection Customer, at its sole expense, will maintain in operating condition such Optical Ground Wire ("OPGW") and associated station entrance cable systems at the Interconnection Customer's substation and the Transmission Owner's substation. Additional communication requirements for the Interconnection Customer's Interconnection Facilities and the Generating Facility are as noted in Section 8.0 **METERING, SCADA AND COMMUNICATION REQUIREMENTS** of the Transmission Owner's "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" or the (applicable superseding document) in effect at the time Interconnection Customer provides authorization to proceed with the commencement of construction or modification.

(b) Auxiliary Power;
Interconnection Customer shall be responsible for making all appropriate arrangements for auxiliary power requirements, including the delivery component of transmission service, if applicable. Interconnection Customer shall cause such arrangements to be in effect prior to the In-Service Date. Such arrangements shall be made with appropriate suppliers under agreements separate from this Agreement. If Interconnection Customer supplies its

auxiliary power, the auxiliary power loads shall be netted against Interconnection Customer's output. Upon request of Transmission Owner or Transmission Provider, Interconnection Customer shall provide documentation of its auxiliary power arrangements.

(c) Completion of Interconnection;

Interconnection Customer understands and agrees that Transmission Owner shall complete the connection of the Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities and will manage all work on Transmission Owner's Transmission System. Interconnection Customer shall not interconnect with the Transmission System prior to completion of the installation and testing of the Metering Equipment, RTU and other monitoring equipment in accordance with the terms of Articles 7 and 8 of this Agreement.

(d) Construction Status;

The Interconnection Customer shall inform Transmission Owner and Transmission Provider on a regular basis, and at such other times as they reasonably request, of the status of the construction and installation of the Interconnection Customer's Interconnection Facilities and the Generating Facility including, but not limited to, the following information: (i) progress to date; (ii) a description of scheduled activities for the next period; and (iii) the identification of any event which the Interconnection Customer reasonably expects may delay construction of the Interconnection Customer's Interconnection Facilities and/or the Generating Facility.

(e) Control Area;

The Parties agree that at the time this Agreement is executed, Interconnection Customer plans to operate the Generating Facility in the Transmission Owner's Control Area. Interconnection Customer agrees to provide at least six (6) months advance notice to Transmission Owner and Transmission Provider prior to changing the Generating Facility to a different Control Area. Interconnection Customer shall comply with all of Transmission Owner's requirements and specifications for metering and telemetry required to accomplish the operation of the Generating Facility in a different Control Area.

(f) Design and Construction;

Interconnection Customer agrees to cause the Interconnection Customer's Interconnection Facilities to be constructed and to provide information in accordance with the Transmission Owner's "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" and the "Standards and Expectations for Siting, Real Estate, Right-of-Way, and Environmental Permitting for Transmission Interconnection Projects" (or applicable superseding document) in effect at the time Interconnection Customer provides authorization to proceed with the commencement of the initial construction hereunder or modification of the Interconnection Customer's Interconnection Facilities.

(g) Disturbance Monitoring Requirements;

For disturbance monitoring of Interconnection Customer's facilities, Transmission Owner may require a combination of station data repository points and event recordings as specified in Appendix A. Station data repository points are collected by Transmission Owner's station data repository. Event recordings are to be supplied to Transmission Owner by Interconnection Customer from Interconnection Customer's equipment. A station data repository and associated recording equipment will be owned and installed by Transmission Owner; installation shall be at either Transmission Owner's or Interconnection Customer's facilities, as determined by Transmission Owner. If more than one generation unit is connected to the low side of the step-up transformer or transmission line tied to Transmission Owner, the station data repository and recording equipment will be installed at the generation plant. Such Transmission Owner recording equipment, consisting of one or more intelligent electronic devices, monitors Interconnection Customer's facilities and is polled by the station data repository. For a station data repository installed in Interconnection Customer's facilities, Interconnection Customer shall provide the cable and conduit for the station data repository and the necessary connections to the recording equipment; Transmission Owner will terminate the signal connections in the station data repository and recording equipment. A project-specific station data repository points list will be developed by Transmission Owner based upon the project's electrical configuration. For such purpose, Interconnection Customer shall be responsible for providing Transmission Owner with metering and relaying one-line diagrams of Interconnection Customer's facilities. For thermal powered generation, Interconnection Customer is required, upon Transmission Owner request, to provide event recordings per generation unit in a format satisfactory to Transmission Owner. For all other generation, including, but not limited to solar and wind generation, Interconnection Customer is required, upon Transmission Owner request, to provide event recordings per collection feeder in a format satisfactory to Transmission Owner. All disturbance monitoring equipment shall be equipped for time synchronization. The monitoring requirements of Transmission Owner do not reduce Interconnection Customer's obligation to meet all disturbance monitoring requirements of NERC.

(h) Meter Agent Agreement;

Prior to energizing the Interconnection Customer's Interconnection Facilities, Interconnection Customer and Transmission Owner agree to enter into a Meter Agent Services Agreement which designates Transmission Owner as the meter agent for the Generating Facility.

(i) No Simultaneous Interconnections;

Interconnection Customer agrees that it will not interconnect or operate any part of its system connected to the Transmission System in synchronization with any other electric system, whether such other electric system is supplied with electricity by Interconnection Customer, a third party, or from another point of connection with the Transmission System. This Agreement provides only for interconnection of the Generating Facility with the Transmission System. Nothing in this Agreement shall be read as a request by Interconnection Customer or a commitment by Transmission Owner to install any facilities other than those necessary to interconnect the Generating Facility with the Transmission System.

(j) Specifications;

Interconnection Customer shall submit preliminary specifications for Interconnection Customer Interconnection Facilities, including System Protection Facilities, to Transmission Provider and Transmission Owner no more than sixty (60) days after the Effective Date of this Agreement. Interconnection Customer acknowledges that if the final specifications provided to Transmission Provider and Transmission Owner in accordance with Article 5.10 of this Agreement contain changes from the preliminary specifications such that Transmission Owner's Interconnection Facilities or the Network Upgrades must be changed, then Transmission Owner's obligation to complete its portion of the Transmission Owner's Interconnection Facilities and the Network Upgrades according to the schedule in Appendix B Milestones shall be waived. Under such circumstances, Transmission Owner shall notify Interconnection Customer and Transmission Provider of the resulting new schedule within thirty (30) days of receiving the final specifications.

(k) Transmission Connection Requirements;
Interconnection Customer shall comply with the "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System," effective December 31, 2024 as the same may be amended from time-to-time, which can be found at: www.aep.com.

(l) Transmission Owner As-built Drawings;
In accordance with Article 5.11, upon request by Interconnection Customer, Transmission Owner will provide a final as-built one-line diagram of the Transmission Owner's Interconnection Facilities to Interconnection Customer subject to the confidentiality provisions of Article 22.

5. Additional Conditions of Interconnection:

The following requirements shall also apply to the interconnection of Interconnection Customer's Generating Facility:

(a) Capacity determination and verification (including ancillary services and certification);
If Interconnection Customer seeks to provide ancillary services, Interconnection Customer will obtain certification under the requirements of the Transmission Provider.

(b) Data reporting requirements;
As required by NERC Operating Policies, Transmission Provider Criteria, Transmission Provider Integrated Marketplace Protocols, applicable Balancing Authority, and responsible reliability entities. The Interconnection Customer shall provide total production (instantaneous and integrated real and reactive power) data to the Transmission Owner as mutually agreed between the Transmission Owner and the Interconnection Customer. In no case shall the Transmission Owner be required to provide real-time or integrated total production data or operating data to any party other than the Transmission Provider and the Balancing Authority. Furthermore, the Transmission Owner shall have no obligation to provide any data related to customer-specific allocation of real or reactive

power production data to any customers of the Interconnection Customer or any other party.

The Interconnection Customer shall make other operating data available to the SCADA system of the Transmission Owner, utilizing the communications channel connecting the Interconnection Customer's Interconnection Facilities to the Transmission Owner's Interconnection Facilities. Such operating data shall include the status of the transformer breaker(s), transmission level and collector level bus voltages, and the status of any other reactive device switching equipment located at the Interconnection Customer's Interconnection Facilities.

As the owner and operator of the wind generating facility, the Interconnection Customer shall register with NERC as a generation owner and generation operator as applicable, and comply with all NERC planning and operating criteria and Transmission Provider Criteria.

(c) Interconnection Customer Compliance and Registration;
Interconnection Customer agrees to comply with all applicable criteria, guidelines, standards, requirements, regulations, and procedures issued by the NERC, Transmission Provider, and FERC or their successor organizations. In addition, the Interconnection Customer is responsible to register their facility in accordance with any governing rules, including NERC's Rules of Procedure, and thereafter, to comply with the requirements applicable to the functions for which the Generator registers, unless otherwise agreed to and permitted by the NERC Rules of Procedure or other NERC guidance.

(d) Meteorological and Wind Data Requirements;
In accordance with Article 8.4, the Interconnection Customer agrees to provide site specific meteorological information and wind turbine/generator availability and capability to the Transmission Provider and Transmission Owner. The provision of this information will be consistent with the final FERC rule for Docket No. RM10-11-000 and any Transmission Provider RTO adopted rules, process, procedures and criteria including Transmission Provider Integrated Marketplace Protocols. All Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

(e) Modeling Requirements;
In accordance with Article 5.10.4, the Interconnection Customer agrees to provide updated available detailed wind turbine/generator (individually) models for system planning studies (dynamic, stability, switching, short circuit) to the Transmission Owner 180 days prior to the Initial Synchronization Date set forth in the Appendix B Milestones. Interconnection Customer agrees to provide updated information to the Transmission Owner when such information is available.

(f) Operational Emergency and Construction Obligations;
Interconnection Customer shall promptly notify Transmission Owner and Transmission Provider of operational emergencies and/or construction obligations that affect the Generating Facility or Interconnection Customer's Interconnection Facilities or that may

reasonably be expected to affect the Transmission System or Transmission Owner's Interconnection Facilities. If Transmission Provider delegates to Transmission Owner any of its operational, emergency and construction functions under this Agreement (such as those functions in Articles 5, 7, 9 and 13), Interconnection Customer shall respond to communications from Transmission Owner relating to those functions as if they were from Transmission Provider.

(g) Power System Stabilizers;

Interconnection Customer shall install the necessary equipment, such as power system stabilizers on its generators, to provide satisfactory stability performance under all credible system conditions as may be necessary in accordance with Good Utility Practice.

(h) Provision of ancillary services;

Nothing in this Agreement should be construed as obligating Transmission Owner to provide Ancillary Services to Interconnection Customer. Ancillary Services necessary to deliver the energy produced by the Generating Facilities over the Transmission System, if any, will be provided to Interconnection Customer or any entity purchasing or otherwise acquiring energy generated by the Generating Facilities pursuant to the provisions of the Transmission Provider's Open Access Transmission Tariff or any successor tariff.

(i) Wind Generating Facility Output Reduction;

To protect the reliability of the Transmission System, a Generating Facility that is a wind plant shall be capable of reducing its generation output in increments of no more than fifty (50) MW in five (5) minute intervals. The requirements may be met by using: (a) SCADA control of circuit breakers protecting wind farm collector distribution circuits, (b) automatic control of wind turbine power output, or (c) a combination of (a) and (b).

APPENDIX D TO GIA

Security Arrangements Details

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. FERC will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

APPENDIX E TO GIA

Commercial Operation Date

[Date]

Tessie Kentner
Managing Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936

Interconnection Services
American Electric Power Service Corporation
212 East 6th Street
Tulsa, OK 74119
Email: spprequest@aep.com

Re: Persica Solar II, LLC (GEN-2017-140) Generating Facility

Dear Ms. Kentner and ______________:

On **[Date]** Persica Solar II, LLC completed Trial Operation of Unit No. ___. This letter confirms that Persica Solar II, LLC commenced Commercial Operation of Unit No. ___ at the Generating Facility, effective as of **[Date plus one day].** Capitalized terms used and not defined in this letter have the meanings set forth in the Generator Interconnection Agreement among Southwest Power Pool, Inc., Southwestern Electric Power Company, and Persica Solar II, LLC dated as of [ ], 2024.

Thank you.

[Signature]

[Interconnection Customer Representative]

APPENDIX F TO GIA

Addresses for Delivery of Notices And Billings

Notices:

Transmission Provider:

Tessie Kentner
Managing Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-688-1782
Email: legalnotices@spp.org

Transmission Owner:

Interconnection Services
American Electric Power Service Corporation
212 East 6th Street
Tulsa, OK 74119
Phone: 918-599-2723
Email: spprequest@aep.com

With a copy to:

Assistant General Counsel – Transactions
American Electric Power Service Corporation
1 Riverside Plaza, 29th Floor
Columbus, OH 43215
Email: legalnoticesinterconnections@aep.com

Interconnection Customer:

Arlene Sosa Vazquez
Persica Solar II, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Phone: 561-267-1566
Email: arlene.sosavazquez@nexteraenergy.com

Douglas Barnes
Senior Project Manager – Development
Persica Solar II, LLC
c/o NextEra Energy Resources, LLC

700 Universe Blvd
Juno Beach, FL 33408-2683
Phone: 904-254-1361
Email: douglas.barnes@nexteraenergy.com

Ingrid Chapman
Director – Development
Persica Solar II, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Email: Ingrid.Chapman@nexteraenergy.com;
dl-dev-interconnect@nexteraenergy.com;

Billings and Payments: [Specify addresses for construction invoices, O&M invoices and settlement of ancillary services]

Transmission Provider:

Mitch Jackson
Sr. Tariff Services Specialist
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-614-3542
Email: mjackson@spp.org

Transmission Owner:

Send payments for construction and O&M invoices to the address specified on the invoice.

Send billings for ancillary services to:
Manager, Transmission Settlements
American Electric Power Service Corporation
8400 Smith's Mill Road
New Albany, OH 43054

Interconnection Customer (before Commercial Operation Date):

Arlene Sosa Vazquez
Persica Solar II, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Phone: 561-267-1566
Email: arlene.sosavazquez@nexteraenergy.com

Ingrid Chapman
Director – Development
Persica Solar II, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Email: Ingrid.Chapman@nexteraenergy.com;
dl-dev-interconnect@nexteraenergy.com;

Invoicing:
NEER-DevelopmentAP.SharedMailbox@nexteraenergy.com
CC: Ingrid.Chapman@nexteraenergy.com
dl-dev-interconnect@nexteraenergy.com

Interconnection Customer (after Commercial Operation Date):

Invoicing: DL-PAR-AOB@nexteraenergy.com
CC: Ingrid.Chapman@nexteraenergy.com
dl-dev-interconnect@nexteraenergy.com
dl-nextera-north-region@nexteraenergy.com

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Transmission Provider:

Tessie Kentner
Managing Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-688-1782
Email: legalnotices@spp.org

Transmission Owner:

Interconnection Services
American Electric Power Service Corporation
212 East 6th Street
Tulsa, OK 74119
Phone: 918-599-2723
Email: spprequest@aep.com

With a copy to:

Assistant General Counsel – Transactions
American Electric Power Service Corporation

1 Riverside Plaza, 29th Floor
Columbus, OH 43215
Email: legalnoticesinterconnections@aep.com

Interconnection Customer:

Arlene Sosa Vazquez
Persica Solar II, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Phone: 561-267-1566
Email: arlene.sosavazquez@nexteraenergy.com

Ingrid Chapman
Director – Development
Persica Solar II, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Email: Ingrid.Chapman@nexteraenergy.com;

Operational Communications: [Identify contacts for operations]

Transmission Provider:

Bruce Rew
Sr. Vice President, Operations
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-614-3214

Transmission Owner:

SWEPCO Arsenal Hill PS System Control Center
500 North Allen Ave.
Shreveport, LA 71101-2669
Phone: 318-673-3912

With a copy to:

Managing Director, Transmission Operations
American Electric Power Service Corporation
1 Riverside Plaza

Columbus, OH 43215

Interconnection Customer:

System Operations System Operations – 24 Hours
Renewable Operation Control Center (ROCC)
Persica Solar II, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Phone: 1-888-202-6337
Email: NEER-SYSTEM-OPERATIONS.SharedMailbox@nexteraenergy.com
Phone: 561-694-3636
Facsimile: 561-691-7307

Engineering Modeling Data: [Identify contacts for MOD-032]

Transmission Provider:

Engineering Modeling Department
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Email: SPPEngineeringModeling@spp.org

Transmission Owner:

Email: SPPmodeling@aep.com

Interconnection Customer:

Arlene Sosa Vazquez
Persica Solar II, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Phone: 561-267-1566
Email: arlene.sosavazquez@nexteraenergy.com

Dynamic Model Characteristic Updates: [Identify contacts for IRO-010 and TOP-003]

Reliability Coordinator and Balancing Authority:

Southwest Power Pool, Inc.

201 Worthen Drive
Little Rock, AR 72223-4936
Email: EngModelChanges@spp.org

Interconnection Customer:

Arlene Sosa Vazquez
Persica Solar II, LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd
Juno Beach, FL 33408-2683
Phone: 561-267-1566
Email: arlene.sosavazquez@nexteraenergy.com

APPENDIX G TO GIA

Requirements Of Generators Relying On Newer Technologies

Appendix G sets forth requirements and provisions specific to a wind generating plant. All other requirements of this GIA continue to apply to wind generating plant interconnections.

A. <u>Technical Standards Applicable to a Wind Generating Plant</u>

i. <u>Low Voltage Ride-Through (LVRT) Capability</u>

The following reactive power requirements apply only to a newly interconnecting wind generating plant that has executed a facilities study agreement as of September 21, 2016. A wind generating plant to which this provision applies shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The LVRT standard provides for a transition period standard and a post-transition period standard.

<u>Transition Period LVRT Standard</u>

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (<u>i.e.</u> the transformer that steps the voltage up to the transmission interconnection voltage or "GSU"), after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.

4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static var Compensator, etc.) within the wind generating plant or by a combination of generator performance and additional equipment.

5. Existing individual generator units that are, or have been, interconnected to the Transmission System at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

Post-transition Period LVRT Standard

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generating plant shall be required to withstand for a three phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system. A wind generating plant shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.

3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.

4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static var Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.

5. Existing individual generator units that are, or have been, interconnected to the Transmission System at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

ii. Power Factor Design Criteria (Reactive Power)

A wind generating plant shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this GIA, if the Transmission Provider's System Impact Study shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the Transmission Provider, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Impact Study shows this to be required for system safety or reliability.

iii. Supervisory Control and Data Acquisition (SCADA) Capability

The wind plant shall provide SCADA capability to transmit data and receive instructions from the Transmission Provider to protect system reliability. The Transmission Provider and the wind plant Interconnection Customer shall determine what SCADA information is essential for the proposed wind plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
OCTOBER 6, 2025, 6:00 P.M.

The agenda for this meeting was posted at least 24 hours prior to the start of this meeting at the entrance of City Hall, 310 S Broadway, Coweta, OK.

The members of the Coweta City Council met in regular session on Monday, October 6, 2025, at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Naomi Hogue, Jeremy Barnett, Lauren Givan, Joshua Wilburn, Donald Vieth

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Mayor Hogue.

II. PLEDGE OF ALLEGIANCE GIVEN

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Mayor Hogue reminded all in attendance that the National Night Out event was on Tuesday the 7th. She also reminded everyone to sign up for alerts on the website stating it was a great way to stay informed. She thanked PWA for the hard work getting the water back on during the Fall Festival and during the boil order. Vice-Mayor Jeremy Barnett said that the Fall Festival went great and thanked all involved for making the event successful.

V. CITY MANAGER REPORT

City Manager Julie Casteen updated Council members on current projects and other upcoming work taking place throughout the city. The City Manager welcomed new hires Alejandro Sanchaez, Water Maintenance Worker and Jessica Zwirtz, Community Development Director. She reminded everyone that the annual Trunk-Or-Treat was going to be held on October 25th and announced the Shop Coweta program would be beginning soon. She also informed the audience that the TSET Grant did not make it to the next phase.

No action taken by Council.

VI. CORRESPONDENCE

No correspondence to forward at this meeting.

VII. CONSENT

Motion by Naomi Hogue, second by Jeremy Barnett to approve the consent calendar items:

1. Approval of the minutes of the Coweta City Council regular meeting held on September 8, 2025.

2. Affirmation of the City Manager’s action taken regarding participation in the Purdue Pharma L.P. & Sackler Family Opioid Settlement, Rubris Reference Number: CL-1750103.

3. Affirmation of the City Manager’s actions taken regarding participation in the National Opioids Settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus; Rubris Reference Number: CL-1773186.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

VIII. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

IX. ADMINISTRATION

1. PURCHASE OF A BC1500 BRUSH CHIPPER FROM VERMEER GREAT PLAINS, INC. FOR THE PARKS DEPARTMENT IN THE AMOUNT OF $71,754.00

Public Works Director Edgar Barroso led discussion and requested possible action related to the purchase of a BC1500 Brush Chipper for the Parks Department from Vermeer Great Plains, Inc. at a cost of $71,754.00, utilizing Sourcewell contract 010925-VRM, budgeted in the Capital Improvements Fund, account 12-5404.014, and authorizing the City Manager to sign all documents pertaining to the purchase.

Motion by Naomi Hogue, second by Jeremy Barentt to approve the purchase of a BC1500 Brush Chipper for the Parks Department from Vermeer Great Plains, Inc. at a cost of $71,754.00, utilizing Sourcewell contract 010925-VRM, budgeted in the Capital Improvements Fund, account 12-5404.014, and authorizing the City Manager to sign all documents pertaining to the purchase.

Aye: Naomi Hogue
Jeremy Barnett

Lauren Givan
Joshua Wilburn
Donald Vieth

2. RESOLUTION 2025-32 - ADOPTING AMENDMENTS

Julie Casteen led discussion and requested possible action related to adoption of Resolution 2025-32, a resolution of the City Council of the City of Coweta, Oklahoma; adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2026; appropriating $794,779.94 from fund balances previously reserved for various purchase orders and projects that remain open from the prior fiscal year to be paid in the fiscal year ending June 30, 2026.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Resolution 2025-32, a resolution of the City Council of the City of Coweta, Oklahoma; adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2026; appropriating $794,779.94 from fund balances previously reserved for various purchase orders and projects that remain open from the prior fiscal year to be paid in the fiscal year ending June 30, 2026.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

3. RESOLUTION 2025-35 - MAINTENANCE AGREEMENT WITH OKLHAOMA DEPARTMENT OF TRANSPORTTION FOR TRAFFICE SIGNALS TO BE CONSTRUCTED AT SH-51 AND CASINO DRIVE

Julie Casteen led discussion and requested possible action related to adoption of Resolution 2025-35, a resolution of the City Council of the City of Coweta, Oklahoma; approving the maintenance agreement between the Oklahoma Department of Transportation (ODOT) and the City of Coweta, Oklahoma, concerning traffic signal maintenance for future traffic signals installed at the intersection of State Highway 51 and Casino Drive and authorizing the mayor to execute all documents related to the project.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Resolution 2025-35, a resolution of the City Council of the City of Coweta, Oklahoma; approving the maintenance agreement between the Oklahoma Department of Transportation (ODOT) and the City of Coweta, Oklahoma, concerning traffic signal maintenance for future traffic signals installed at the intersection of State Highway 51 and Casino Drive and authorizing the mayor to execute all documents related to the project.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

4. EMERGENCY WATER SYSTEM REPAIRS AT 131ST STREET SOUTH AND SH-51 AT A COST OF $15,500.00 PAID FROM ACCOUNT 20-5411.033

Julie Casteen led discussion and requested possible action related to the approval of emergency water system repairs at 131st Street South and SH-51 at a cost of $15,500.00, funded in account 04-5325.033

Motion by Naomi Hogue, second by Jeremy Barnett to approve the emergency water system repairs at 131st Street South and SH-51 at a cost of $15,500.00, funded in account 04-5325.033

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

5. BID AWARD - SOUTH 257TH EAST AVENUE RECONSTRUCTION PROJECT

Julie Casteen led discussion and requested possible action related to an award of bid to D-Kerns Construction, Inc., the lowest responsible bidder, in the amount $965,505.50 for the South 257th East Avenue reconstruction project, and direction to the City Manager to execute all necessary documents related to the project.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the award of bid to D-Kerns Construction, Inc., the lowest responsible bidder, in the amount $965,505.50 for the South 257th East Avenue reconstruction project, and direction to the City Manager to execute all necessary documents related to the project.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

6. ENGINEERING SERVICES FOR SOUTH 257TH EAST AVENUE PROJECT - ANTHONY ENGINEERING, LLC.

Julie Casteen led discussion and requested possible action related to the approval of Task Order No. 2 with Anthony Engineering, LLC to provide inspection services pertaining to the South 257th East Avenue reconstruction project for a cost not to exceed $21,500.00, to be paid from the Capital Improvement Fund, account 12-5411.015.

Motion by Naomi Hogue, second by Jeremy Barnett to approve Task Order No. 2 with Anthony Engineering, LLC to provide inspection services pertaining to the South 257th East Avenue reconstruction project for a cost not to exceed $21,500.00, to be paid from the Capital Improvement Fund, account 12-5411.015.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

7. RESOLUTION 2025-34- ADOPTING AMENDMENTS TO THE ANNUAL BUDGET OF THE CITY OF COWETAFOR THE RECONSTRUCTION OF SOUTH 257TH EAST AVENUE IN THE CITY OF COWETA

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2025-34, a resolution of the City Council of the City of Coweta, Oklahoma; adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2026; appropriating in the Capital Improvement Fund $302,000 from unencumbered fund balance and $750,000 in transfers from the General Fund for a total of $1,052,000 for the reconstruction of South 257th East Avenue in the City of Coweta.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Resolution 2025-34, a resolution of the City Council of the City of Coweta, Oklahoma; adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2026; appropriating in the Capital Improvement Fund $302,000 from unencumbered fund balance and $750,000 in transfers from the General Fund for a total of $1,052,000 for the reconstruction of South 257th East Avenue in the City of Coweta.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

8. ENGINEERING SERVICES FOR SKYVIEW WATER TOWER PROJECT - ANTHONY ENGINEERING, LLC

Julie Casteen led discussion and requested possible action related to the approval of Task Order No. 1 with Anthony Engineering, LLC to provide inspection services pertaining to the Skyview Water Tower project for a cost not to exceed $40,000.00, to be paid from the Grants Fund, account 20-5411.033.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the Task Order No. 1 with Anthony Engineering, LLC to provide inspection services pertaining to the Skyview Water Tower project for a cost not to exceed $40,000.00, to be paid from the Grants Fund, account 20-5411.033.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

9. CORRECTION QUIT CLAIM DEED TO THE COWETA INDUSTRIAL AUTHOPRITY

Julie Casteen led discussion and requested possible action related to the approval of a Correction Quit Claim Deed to the Coweta Industrial Development Authority.

Motion by Naomi Hogue, second by Jeremy Barnett to approve a Correction Quit Claim Deed to the Coweta Industrial Development Authority.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

10. QUIT CLAIM DEED TO THE WESLEY E. HOPPING REVOCABLE FAMILY TRUST PROPERTY

Julie Casteen led discussion and requested possible action related to the approval of a Quit Claim Deed to the Wesley E. Hopping Revocable Family Trust property immediately north of the road commonly known as 164th Street South, and near South 305th E Ave.

Motion by Naomi Hogue, second by Jeremy Barnett to approve a Quit Claim Deed to the Wesley E. Hopping Revocable Family Trust property immediately north of the road commonly known as 164th Street South, and near South 305th E Ave.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

11. PUBLIC HEARING ON THE PROPOSED ANNEXATION LOCATED AT APPROXIMATELY SH-51B AND SOUTH 305TH EAST AVENUE AND CONSIDER ADOPTION OF ANNEXATION ORDINANCE NO. 908

Public Hearing to receive public comment on a request for annexation of property into the City Limits of Coweta, Oklahoma, by consent of the applicant owner; describing the subject property as follows: property located in the Northeast Quarter of the Northeast Quarter (NE/4 NW/4) and Government Lot One (1) of Section Thirty (30), Township 17 North, Range 16 East of the Indian Base and Meridian, and the Northeast Quarter (NE/4) of Section Thirty (30), Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

The property is generally located east of State Highway 72; south of section line right of way approximating the future location of East 161st Street South; west of State Highway 51B and South 305th East Avenue; and north of East 164TH Street South in Wagoner County.

Motion by Naomi Hogue, second by Jeremy Barnett to open the Public Hearing at 6:35 p.m.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

Motion by Naomi Hogue, second by Jeremy Barnett to close the Public Hearing at 6:39 p.m.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

12. ORDINANCE 908 - ANNEXATION LOCATEED AT APPROXIMATELY SH-51B AND SOUTH 305TH EAST AVENUE

Julie Casteen led discussion and requested possible action related to the adoption of Ordinance 908, an ordinance of the City of Coweta, Oklahoma; annexing territory described as located in the Northeast Quarter of the Northeast Quarter (NE/4 NW/4) and Government Lot One (1) of Section Thirty (30), Township 17 North, Range 16 East of the Indian Base and Meridian, and the Northeast Quarter (NE/4) of Section Thirty (30), Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma into the corporate limits of the City of Coweta, Oklahoma; providing that the territory shall be subject to the jurisdiction, control, and ordinances of the City; directing certain required notifications; providing for severability; and declaring an emergency.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Ordinance 908, an ordinance of the City of Coweta, Oklahoma; annexing territory described as located in the Northeast Quarter of the Northeast Quarter (NE/4 NW/4) and Government Lot One (1) of Section Thirty (30), Township 17 North, Range 16 East of the Indian Base and Meridian, and the Northeast Quarter (NE/4) of Section Thirty (30), Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma into the corporate limits of the City of Coweta, Oklahoma; providing that the territory shall be subject to the jurisdiction, control, and ordinances of the City; directing certain required notifications; providing for severability; and declaring an emergency.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

Motion by Naomi Hogue, second by Jeremy Barnett to approve the emergency clause in Ordinance 908.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

13. ORDINANCE 909 - PUD-R 25-02, COURTYARDS OF COWETA

Julie Casteen led discussion and requested possible action related to the adoption of Ordinance 909, an ordinance of the City of Coweta, Oklahoma, creating a Planned Unit Development overlay (PUD-R 25-02) for a tract of land located in the City of Coweta, Wagoner County, Oklahoma, as more particularly hereinafter described, amending the official zoning map of the City of Coweta, Oklahoma, providing for the repealer, severability, and declaring an emergency.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Ordinance 909, an ordinance of the City of Coweta, Oklahoma, creating a Planned Unit Development overlay (PUD-R 25-02) for a tract of land located in the City of Coweta, Wagoner County, Oklahoma, as more particularly hereinafter described, amending the official zoning map of the City of Coweta, Oklahoma, providing for the repealer, severability, and declaring an emergency.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

Motion by Naomi Hogue, second by Jeremy Barnett to approve the emergency clause in Ordinance 909.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

X. EXECUTIVE SESSION

1. EXECUTIVE SESSION

Consider a motion and vote to enter into Executive Session pursuant to Title 25 O.S. Section 307(B)(3) to discuss the possible purchase of certain real property located at 11 East Chestnut Street in the City of Coweta, Oklahoma.

Motion by Naomi Hogue, second by Jeremy Barnett to enter into executive session at 6:56 p.m. pursuant to Title 25 O.S. Section 307(B)(3) to discuss the possible purchase of certain real property located at 11 East Chestnut Street in the City of Coweta, Oklahoma.

Aye: Naomi Hogue
Jeremey Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

No action was taken during executive session.

2. END EXECUTIVE SESSION

Exit the Executive Session to discuss and possibly act on the purchase of real property located at 118 East Chestnut Street in the City of Coweta.

Motion by Naomi Hogue, second by Jeremy Barnett to end the executive Session at 7:14 p.m. to discuss and possibly take action on the purchase of real property located at 118 East Chestnut in the City of Coweta.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

XI . DISCUSSION AND POSSIBLE ACTION

1. PURCHASE OF PROPERTY AT 118 EAST CHESTNUT STREET

Julie Casteen led discussion and requested possible action related to the purchase of certain real property at 118 East Chestnut in the City of Coweta, and authorization for the City Manager to execute all documents related to the purchase.

Motion by Naomi Hogue, second by Jeremy Barnett, to authorize the City Manager to negotiate the purchase of certain real property located at 118 East Chestnut Street for up to $120,000, including closing costs.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

2. RESOLUTION 2025-36- BUDGET AMENDMENTS OR THE PURCHASE OF REAL PROPERTY AT 118 EAST CHESTNUT STREET

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2025-36, a resolution of the City Council of the City of Coweta, Oklahoma; adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2026; appropriating in the General Fund $110,000 from unencumbered fund balance for the purchase of real property at 118 East Chestnut Street in the City of Coweta.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Resolution 2025-36, a resolution of the City Council of the City of Coweta, Oklahoma; adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2026; appropriating in the General Fund $110,000 from unencumbered fund balance for the purchase of real property at 118 East Chestnut Street in the City of Coweta.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

XII. NEW BUSINESS

No new business.

XIII. ADJOURNMENT

Mayor Hogue adjourned the meeting at 7:16 p.m.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

MINUTES OF THE COWETA CITY COUNCIL SPECIAL MEETING
OCTOBER 16, 2025, 6:00 P.M.

The members of the Coweta City Council met in special session on Thursday, October 16, 2025, at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Naomi Hogue, Jeremy Barnett, Lauren Givan, Joshua Wilburn, Donald Vieth

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Mayor Hogue.

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. ADMINISTRATION

1. APPROVAL OF CHANGE ORDER NO 1, 131ST STREET WATERLINE PROJECT IN THE AMOUNT OF $16,360.44, FUNDED IN THE GRANTS FUND, ACCOUNT 20-5411.033

Assistant City Manager McKay Hale led a discussion and requested possible action related to the approval of Change Order No. 1 in favor of Stronghand, LLC related to the 131st Street Waterline project, increasing the cost of that project from $254,775.44 to $270,901.91, an increase of $16,630.44.

Motion by Naomi Hogue, second by Jeremy Barnett to approve Change Order No. 1 in favor of Stronghand, LLC, related to the 131st Street Waterline project, increasing the cost of that project from $254,775.44 to $270,901.91, an increase of $16,630.44 striking through line CO1.16 and CO 1.17.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

2. RESOLUTION 2025-37, ACCEPTANCE OF 131ST STREET WATERLINE PROJECT WEST OF SH-51

McKay Hale led a discussion and requested possible action related to the adoption of Resolution 2025-37, a resolution of the City Council of the City of Coweta, Oklahoma, accepting the completion of water line improvements west of SH-51 on East 131st Street South in the City of Coweta.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Resolution 2025-37, a resolution of the City Council of the City of Coweta, Oklahoma, accepting the completion of water line improvements west of SH-51 on East 131st Street South in the City of Coweta.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

3. RESOLUTION 2025-38 REGARDING BUDGET AMENDMENTS

McKay Hale led a discussion and requested possible action related to the adoption of Resolution 2025-38, amending the annual appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2026; appropriating in the Grants Fund $19,500 from Unencumbered Fund Balance; $128,000 in Oklahoma Water Resource Board ARPA Grant revenue, and $128,500 in contributions from Indian Health Service for a total of $276,000 for the installation of a 12-inch water line on East 131st Street South west of SH-51.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Resolution 2025-38; amending the annual appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2026; appropriating in the Grants Fund $19,500 from Unencumbered Fund Balance; $128,000 in Oklahoma Water Resource Board ARPA Grant revenue, and $128,500 in contributions from Indian Health Service for a total of $276,000 for the installation of a 12-inch water line on East 131st Street South west of SH-51.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

VI. ADJOURNMENT

Mayor Hogue adjourned the meeting at 6:12 p.m.

________________________________	________________________________
Naomi Hogue, Mayor	Marcy Kilgore, City Clerk

P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Brian Woodward, Fire Chief
Re: **SURPLUS OF STRUCTURAL FIREFIGHTING GEAR**
Date: November 3, 2025

BACKGROUND
This gear is over 10 years old and is not NFPA-compliant. All 25 sets of gear were donated by the Broken Arrow Fire Department in 2024 to help outfit Coweta Fire's Volunteer Firefighters when the program was being built up.

STAFF RECOMMENDATION
Staff recommends a motion to declare the gear surplus and to donate the property to Tulsa Technology Center.

ATTACHMENTS
1. Surplus Form Structural Gear

CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
SURPLUS PROPERTY DECLARATION AUTHORIZATION

This form is required to dispose of any City/Authority surplus property. Department Head completes this form and submits it to the City Manager.

Department: Fire Department Contact: Woodward Date: 10/30/2025

Items Requested to be Surplused: 25 sets of Structural Firefighting Gear

ID/Asset Tag Number: none

PROPERTY DESCRIPTION	CONDITION	DATE PUCHASED / PURCHASE PRICE	Approximate Current Value
25 sets (coat & pants = 1 set) of structural firefighting gear. All gear is NOT NFPA compliant due to being over 10 years old.	☐ Excellent ☐ Good ☑ Fair ☐ Poor	DATE PUCHASED: donated by BAFD in 2024 PURCHASE PRICE: none	zero

Reason for being surplused:
This structural gear was donated by BAFD in 2024 to help start CFD's Volunteer Firefighter program. CFD has been able to purchase new structural gear to outfit all Volunteer Firefighters and we do not need this gear. Tulsa Tech (Peoria Campus) is requesting this gear.

Has it been offered for transfer to another Department within the City: Yes ☐ No ☑

Has it been offered for transfer to another agency within the State: Yes ☑ No ☐ If so, to whom:

Name of agency: Tulsa Technology Center Peoria Campus

Sold for scrap metal: Yes ☐ No ☑ If yes, to whom:

Amount received:

---------------------------------FINANCE USE ONLY---------------------------------

Date placed on surplus website: __________ Did item sell: Yes ☐ No ☐

Date Sold: __________ Amount received: $__________

Name, Address, and Telephone Number of Buyer: __________

Item ready to be released to buyer with a copy of receipt attached: Yes ☐ No ☐ Date: __________

City Manager approval of the request for surplus: __________ Date: __________

Date surplus approved by City Council/Trustees: __________

Date, Amount, and receipt of funds from Public Surplus:

Date Insurance Cancelled: __________

Date Removed from Fixed Assets: __________

Revised 12/1/20

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Memorandum

To: Honorable Mayor and City Council

From: Brian Woodward, Fire Chief

Re: **PURCHASE OF A STORM SIREN FOR THE EMERGENCY MANAGEMENT DEPARTMENT TO BE LOCATED IN THE AREA OF 114TH STREET SOUTH AND 241ST E AVENUE IN THE AMOUNT OF $33,299.50**

Date: November 3, 2025

BACKGROUND

The City of Coweta has requested that Lennar Homes (formerly Rausch Coleman), the developer of a newly annexed subdivision, contribute 50% of the cost for a new storm siren to expand coverage within our emergency warning system in this recently annexed area. This siren will be consistent with the three recently installed units, which perform daily system checks and provide real-time alerts in the event of a malfunction. Upon completion of installation, Lennar Homes will reimburse the City for half of the total cost. Funding for this purchase is allocated through the Emergency Management Department within the Capital Improvement Fund, account 12-5404.010.

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Quote for 1 siren at 114th & 241st

Quote #1108 - Coweta, Oklahoma - New Outdoor Warning Siren

FEDERAL SIGNAL
Protecting people and our planet

FROM
Ryan Dean
OmniWarn, CRO - Vice President
1-833-360-9276 Ext. 102

Federal Signal
2645 Federal Signal Dr.
University Park, IL 60484
www.omni-warn.com

PHONE
1-833-360-9276

FOR
Coweta, Oklahoma

TO
Brian Woodward

EMAIL
bwoodward@cityofcoweta-ok.gov

QUOTE NUMBER
1108

DATE
October 17, 2025

EXPIRY DATE
January 8, 2026

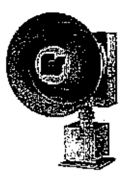
HGAC Contract #HP08-25

FS-CV-HGAC - Federal Signal Cooperative Pricing
Equipment - 10% Trade Net Discount
Services - 5% Discount

Outdoor Warning Sirens

EQUINOX-C
Equinox High Powered Outdoor Siren

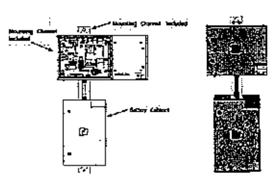
The Federal Signal Equinox is a high power outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Three distinct warning signals available: steady, wail and fast wail.



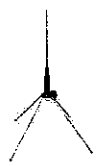
10,464.00
x 1
30% discount
7,324.80

DCFCTBDH
Two Way Siren Controller (DC Siren) (VHF)

Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. UL Listed for general signaling. DNV Certified
DIGITAL CONTROLLER, HIGH BAND



9,853.00
x 1
30% discount
6,897.10

OMNI-BVH-35 **Antenna Kit: 150-174MHZ VHF** • Federal Signal high gain antenna kit with grounding plane. • High quality, corrosion-resistant components • Light weight, easy to ship and install • Compatible with (AMB-P) pole mount and (AMB-W) wall mount • 35ft LMR400 Coax, Type N male 	500.00 x 1 30% discount 350.00
AMB-P **Antenna Mounting Bracket - Pole** • Antenna bracket, pole mount	166.00 x 1 30% discount 116.20
PVS240W-48 (TK-IO-CUSTINS) **Solar Power Kit - 48VDC** • Sunwize solar panel set • Solar charge controller • Side of pole mounting bracket	4,260.00 x 1 30% discount 2,982.00
IK-BATT-STD (TK-IO-CUSTINS) **Battery: Standard Capacity Lead Acid** Deep Cycle Lead Acid Battery Standard Capacity	173.00 x 4 30% discount 484.40
TK-PO-CUSPOLE-STEEL **50ft Galvanized Steel Pole with Installation Material** • 50ft Direct Bury Galvanized Steel Pole Custom Built for Federal Signal Sirens • Conduit • Wire • Grounding • Hardware • Pole Foam **Due to fluctuating costs of steel, this line item may require a deposit upon placement of order to lock in current pricing**	11,550.00 x 1 30% discount 8,085.00

Installation Services

Federal Signal authorized installer will leverage the expertise of their skilled crew for the construction and installation of the warning sirens.

- Provide installation crew as quoted
- Provide installation equipment as quoted
- Provide additional materials and supplies for turn-key installation
- Provide removal and disposal of old sirens

- Work with customer to determine location for new siren(s)
- Perform site surveys and 811 locates for project planning
- Customer to inform installer of any lines not covered by 811
- Installation crew to build and erect utility pole using industry-standard installation techniques
- Program and commission warning siren(s) into warning system

*TK-IO-CUSTINS (DIGGER DERRICK) **Install: Digger Derrick with Operator (Per Hour)** • (1) Digger Derrick • (1) Operator	275.00 x 10 30% discount 1,925.00
*TK-IO-CUSTINS (ADDITIONAL LABORER) **Install: Additional Laborer** (1) Additional Laborer	155.00 x 10 30% discount 1,085.00
*TK-IO-CUSTINS (STANDARD BUCKET TRUCK) **Install: Standard Bucket Truck with Operator (Per Hour)** • (1) Standard Bucket Truck • (1) Operator	225.00 x 10 30% discount 1,575.00
*TK-IO-CUSTINS (RADIO MASTER) **Install: Siren Tech I (Radio Master) (Per Hour)** Federal Signal factory trained and certified technician. Per hour. (1) Siren Tech Radio Master	185.00 x 10 30% discount 1,295.00
FREIGHT2 **Shipping & Handling** Shipping from University Park, IL to Customer location. FOB - University Park, IL (Factory)	1,180.00 x 1 1,180.00

Discount	-13,765.50
Subtotal	33,299.50
Total	**$33,299.50**

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Memorandum

To: Honorable Mayor and City Council

From: Edgar Barroso, Public Works Director

Re: **DISCUSS AND CONSIDER APPROVAL OF A SANITARY SEWER OVERFLOW RESPONSE PLAN FOR THE CITY OF COWETA**

Date: November 3, 2025

BACKGROUND

To comply with Oklahoma Department of Environmental Quality (ODEQ) standards, the City of Coweta must adopt a Sanitary Sewer Overflow Response Plan (SSORP). This plan outlines procedures for identifying, responding to, and documenting sanitary sewer overflows (SSOs), which pose risks to public health and the environment. The SSORP ensures timely containment and cleanup of overflows, supports regulatory reporting, and helps mitigate legal and environmental impacts. Adoption of this plan demonstrates the City's commitment to operational readiness, environmental stewardship, and compliance with state and federal wastewater management requirements.

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. City of Coweta Sanitary Sewer Overflow Response Plan

Sanitary Sewer Overflow Response Plan

Adopted by the Coweta City Council 11/3/2025

Sanitary Sewer Overflow Response Plan
Table of Contents

CITY OF COWETA
SANITARY SEWER OVERFLOW RESPONSE PLAN

CITY OF COWETA: SANITARY SEWER OVERFLOW RESPONSE PLAN The CITY OF COWETA Sanitary Sewer Overflow Response Plan (SSORP), or 'Plan', became effective on November 3, 2025. This plan is designed to ensure that every report of a confirmed sanitary sewer overflow (SSO) – also referred to as confirmed sewage spill, sewer overflow, overflow, or SSO - is immediately dispatched to the appropriate maintenance crew personnel so that the effects of the overflow can be minimized, with respect to the impacts on the environment, public health, integrity of the sewer collection system and treatment facilities, quality of surface waters, as well as customer service. This plan further includes provisions to ensure safety, pursuant to the directions provided by the Oklahoma Department of Environmental Quality (ODEQ), CITY OF COWETA's regulating agency/authority, and that proper notification and reporting is made to all appropriate levels of authority (local, state, and federal) in order to remain within compliance of all permit limits issued by ODEQ for the CITY OF COWETA Wastewater Treatment Plant. For purposes of this SSORP document, confirmed sewage spill' is also referred to as sewer overflow, overflow, or sanitary sewer overflow or SSO.

AUTHORITY

The Oklahoma Department of Environmental Quality is the regulatory agency/authority that issues, monitors, regulates, and outlines the conditions of the National Pollutant Discharge Elimination System (NPDES) Permits for the CITY OF COWETA Facility. The NPDES/AFIN information for CITY OF COWETA facility is as follows: NPDES PERMIT ID: OK0020281

PLAN OVERVIEW

SSORP Objectives

The primary objectives of the SSORP are to protect public health and the environment, as well as to satisfy regulatory agencies and waste discharge permit (NPDES) conditions which address procedures Additional objectives of the Plan are to:

- Provide appropriate and best practices customer service
- Protect water reclamation treatment plant and collection system personnel
- Protect the collection system, water reclamation treatment facilities, and all CITY OF COWETA assets
- Protect private property as well as public property expanding beyond the collection system and water reclamation treatment facilities

This Plan shall not supersede existing emergency plans nor Standard Operating Procedures (SOPs), unless directed by the CITY OF COWETA City Council and/or City Manager for managing SSOs, and to minimize risk of enforcement actions against CITY OF COWETA.

ORGANIZATION OF PLAN

The key elements of the CITY OF COWETA Sanitary Sewer Overflow Response Plan are addressed individually within the following section of this document:

- Section 1: Overflow Response Procedure
- Section 2: Public Advisory Procedure
- Section 3: Regulatory Agency Notification Plan
- Section 4: Media Notification Procedure
- Section 5: Distribution & Maintenance of SSORP

SANITARY SEWER OVERFLOW (SSO) RESPONSE TRACKING

A procedure to track the frequency, type, and location of SSOs has been prepared and can be found in Appendix A of this SSORP document, entitled ***Sanitary Sewer Overflow (SSO) Tracking Procedure***. Data on each SSO occurrence is maintained in a database that can be analyzed, based on any recorded SSO parameter(s). The database is maintained and backed up on a regular basis by the CITY OF COWETA Information Services Department.

Section 1: OVERFLOW RESPONSE PROCEDURE

The Sanitary Sewer Overflow Response Procedure (SSORP), or "Plan", presents a strategy for CITY OF COWETA to mobilize labor, materials, tools, and equipment to correct or repair any condition which may cause or contribute to an unpermitted discharge. The Plan considers a wide range of potential system failures that could create an overflow to surface waters, land, or buildings.

Subsection 1.A. Responding to a Report of Possible Overflow

An SSO may be detected by CITY OF COWETA employees or by others, such as members of the public, including, but not limited to, the citizens of City of Coweta, guests of City of Coweta, and other City of Coweta utility organizations. The Collection System Maintenance Dispatchers are primarily responsible for receiving phone calls from the public reporting possible SSO occurrences within the water reclamation collection system and are also responsible for forwarding Work Requests Numbers and details to the Responding Maintenance Crew personnel.

Generally, Dispatchers in the Collection System Maintenance Division receive telephone calls from the public reporting possible SSOs. The emergency phone line is staffed 24 hours per day, every day of the year, with Emergency On-Call Response Crews responding to calls received after normal business hours. The City has a program in place for educating the public to report SSOs that they observe by providing a contact phone number for reporting the occurrence.

Subsection 1.A (a).

Possible SSO Reported by a Member of the Public CITY OF COWETA Collection System Maintenance Dispatchers obtain all relevant information available regarding the possible overflow from the member of the public reporting the possible SSO, to include the following details, if possible:

▪ When?

- Date/Time the call was received

- Date/Time reported spill was discovered

▪ Where?

- Nearest Address/Intersection to the location of the spill

- Specifics of spill location (i.e. front vs rear of property, etc.)

- Ground surface type for reported spill (street; yard, drainage ditch etc.)

- Manhole spill vs. spill between manholes

▪ What? - Description of reported spill, with documentation of all observations described

- Confirmation & description of any present odor

- Duration of reported spill (active spill vs. inactive spill)

▪ Who? - Caller details to include name & telephone number at minimum

▪ Additional Details Reported - Documentation of any other relevant information that may enable the Responding Maintenance Crew(s) to quickly locate, assess, and determine if the spill is an SSO, and to take measures necessary to correct and contain a possible SSO.

Subsection 1.A.(b). Possible or Confirmed SSO Reported by Treatment Plant

Pump station failures are monitored and received by Operators-on-Duty at the Coweta Wastewater Treatment Plant Facility. The Operator-On-Duty immediately conveys all information regarding alarms to the Manager of Wastewater Treatment Plant and Equipment to initiate the investigation. Coweta PWA Investigating Crew determines if the failure resulted in an overflow and then reports the findings to the Collection System Maintenance Dispatchers if an SSO has occurred. For proper documentation, a completed CITY OF COWETA BYPASS Report Form shall be sent via certified mail to Department of Environmental Quality Division within 5 days of occurrence. In addition, it shall be reported to ODEQ within 24 hours of occurrence.

Subsection 1.A.(c). Possible or Confirmed SSO Reported by Other CITY OF COWETA Personnel

SSOs detected by any CITY OF COWETA personnel during their normal duties are reported immediately to the PWA Administrative Assistant who record all relevant SSO information and immediately dispatch the proper Maintenance Response Crew(s), as well as any additional Maintenance Crews as needed. The Response Crew may also contact additional maintenance crews identified to assist in the correction, containment, and/or cleanup of an SSO.

Subsection 1.B. Confirming a Reported Spill as an SSO

PWA Crews confirm reported spills to be SSOs. Until verified, the report of a spill is not referred to as a sewer overflow, overflow, nor SSO. If an overflow has in fact occurred, the Maintenance Crew Leader is responsible for completing the proper CITY OF COWETA Bypass Overflow Report Form and for ensuring all maintenance personnel follow the guidelines outlined in the Plan. See Figure 1.B.-1: SSO Response Tracking Protocol.

If the reported spill is confirmed to be an SSO by the Responding Maintenance Crew(s), the SSO confirmation and all related details of the SSO are reported back to the PWA Administrative Assistant who record and input the SSO information into the CITY OF COWETA See Click Fix Work Request module.

The Dispatchers use various waterway-type layers within the GIS program to identify bodies of water to determine if an impacted waterway is an unnamed drainage ditch or a named waterway, which is necessary for determining the proper CITY OF COWETA Overflow Report Form to be completed and if an email notification to DEQ within 24 hours is required. Some Response Crews also now have access to electronic tablets and/or Smart Phone apps with mapping capabilities that can aid in making such determinations.

An ODEQ Bypass Report Form (Appendix D) is used when an impacted drainage area is determined to be a named waterway (creek/stream/river), indicating environmental impact (ODEQ Environmental Damage Code of OEEI) or when the SSO involves observed or evidence of human contact (Environmental Damage Code of OEHC). Environmental Damage Code NEAH is used whenever there is NO evidence of environmental impact nor human contact evidenced or observed.

Subsection 1.C.

Dispatching Maintenance Crews for SSO Response Failure of any element within the PWA sewer collection system that threatens to cause or causes an SSO triggers an immediate response to isolate and correct the problem. Maintenance Crews and equipment are available for response to any SSO location 24-hours/day, 7 days/week. Additional Maintenance Crews are designated “On Call” if additional support is needed. (See “Appendix B: SSO Response Action Plan”.)

Subsection 1.D. Dispatching Crews

Dispatchers receive notification of possible SSOs (as outlined in Section 1.A Responding to a Report of a Possible SSO) and dispatch an Emergency Crew or the appropriate area Response Crew as required. Dispatchers notify the appropriate Manager(s) by phone regarding SSO details and field crew locations.

Subsection 1.E. Crew Instructions and Work Orders

Responding Crews are dispatched by phone, and in some cases, the Work Request details are emailed to the Responding Maintenance Crew. The Dispatchers receive instructions from the Responding Crew(s) or their manager(s) regarding the necessary additional crews/types of crews, and proper materials, supplies, and equipment needed to resolve the SSO and complete proper cleanup procedures.

Dispatchers verify that the entire message has been received and acknowledged by the additional dispatched Maintenance Crews. All standard communication procedures are followed. All employees being dispatched to the site of an SSO proceed immediately to the site of the overflow. Any delays or conflicts in assignments are reported immediately to the Manager for resolution.

In all cases, Response Crews report their findings to the available Manager immediately upon concluding their investigation findings. Information should include all possible damage to private and public property. If the Manager has not received findings from the Response Crew within one (1) hour, the Manager contacts the Response Crew to determine the status of the investigation.

Subsection 1.F. Additional Resources

The Manager receives requests for additional personnel, material, supplies, and equipment from crews working at the site of an SSO and conveys the requests to the appropriate parties.

Subsection 1.G. Preliminary Assessment of Damage to Private and Public Property

The focus is to resolve the problem. The Response Crews use discretion in assisting the property owner/occupant as reasonably as they can. Be aware that CITY OF COWETA could face increased liability for any further damage inflicted to private property during such assistance. In the event the SSO occurs inside a structure, the Environmental, Safety & Risk Supervisor shall be notified and shall personally assess and document all damages as well as notify the Manager of the event. The Response Crew shall enter private property for purposes of overflow reporting. NOTE: A PWA Foreman can take the place of the Director or Assistant Director in damage assessment activities relating to the time-sensitive information in the case that the Director or Assistant Director is unable to be on site at that time. In this case, the PWA Foreman will provide the customer with the Director or Assistant Director. All communication regarding damage claims will take place between the property owner and the Director or Assistant Director. The crew shall take appropriate photographs, if possible, of the area of the SSO and the impacted area to thoroughly document the nature and extent of impact.

Subsection 1.H. Field Supervision and Inspection

The Responding Crew (or whomever confirmed the SSO), visits the site of the SSO, if possible, and takes photos before cleanup begins and installs temporary CITY OF COWETA warning signage to ensure that provisions of this CITY OF COWETA Overflow Response Plan and other directives are met.

Subsection 1. I. Coordination with Hazardous Material Response

Upon arrival at the scene of an SSO, if a suspicious substance (e.g., oil sheen, foamy residue) is found on the ground surface, or if a suspicious odor (e.g., gasoline) that is uncommon to the sewer system is detected, the Responding Crew should secure the immediate area and should contact the Dispatcher Director or Assistant Director!! <u>REMEMBER!! Keep a safe distance and observe caution until assistance arrives: Any vehicle engine, portable pump, and/or open flame (e.g., cigarette lighter) can provide ignition for an explosion or fire, should flammable fluids/vapors be present</u>. Subsequent response actions should follow existing CITY OF COWETA procedures for DETECTING HAZARDOUS ATMOSPHERES. These procedures are outlined within the CITY OF COWETA Safety Manual. Only when the Director or Assistant Director deems it safe for personnel to resume activities can they proceed with SSO containment, clean-up, and correction activities.

Subsection 1. J. SSO Correction, Containment, and Clean-Up

This section describes specific actions to be performed by Maintenance Crews during a confirmed SSO occurrence.

SSOs of various volumes occur from time to time despite concerted prevention efforts. Spills may result from blocked sewer lines, pipe failures, or mechanical malfunctions among other natural or human-caused causes. CITY OF COWETA PWA is constantly on alert and ready to respond upon notification and confirmation of an overflow.

Overflow Response Objectives:

▪ Protect public health, the environment, and property from sewage overflows and to restore the surrounding area back to normal as soon as possible.

▪ Promptly notify the regulatory agency of preliminary overflow information and potential impacts (within 24 hours if human contact or environmental impact apply).

▪ Contain the SSO to the maximum extent possible, including preventing the discharge of sewage into surface waters as possible; and

▪ Minimize CITY OF COWETA's exposure to any regulatory agency penalties and fines

Under most circumstances, CITY OF COWETA PWA handles all response actions with its own Maintenance Department forces. Maintenance personnel are equipped with the skills and experience to respond rapidly and in the most appropriate and efficient manner. An important issue with respect to emergency response is to ensure that the temporary actions necessary to divert flows and repair the problem are methodical and do not produce a problem elsewhere in the system. (For example, repair of a force main could require the temporary shutdown of the pump station and diversion of the flow at an upstream location. If the closure is not handled properly, sewage system backups may create other overflows.)

Circumstances may arise when CITY OF COWETA PWA could benefit from the support of private-sector construction assistance. This may be true in the case of large diameter pipes (e.g. ≥ 18") buried to depths requiring sheet piling and dewatering should excavation be required. CITY OF COWETA may also choose to use private-sector contractors to complete open excavation operations that might exceed one (1) day to complete.

Subsection 1.K. Maintenance Crew Responsibilities Upon Arrival

It is the responsibility of the initial Responding Crew (or Locating Crew that finds and confirms the SSO) that first arrives at the site of an SSO to protect the health and safety of the public by mitigating the impact of the SSO to the extent possible. Should the SSO not be the responsibility of CITY OF COWETA, CITY OF COWETA shall notify City of Coweta Code Enforcement of the incident.

UPON ARRIVAL AT AN SSO, THE INITIAL RESPONSE CREW:

▪ Determines the cause of the overflow (e.g. sewer line blockage, pump station mechanical or electrical failure, sewer line break, etc.), if possible

▪ Identifies and requests, if necessary, required assistance or additional resources to correct the overflow or to assist in the determination of its cause.

▪ Takes immediate steps to stop the overflow (e.g. relieves pipeline blockage, manually operates pump station controls, repairs pipe, etc.) Extraordinary steps may be considered where overflows from private property threaten public health and safety (e.g., an overflow running off private property into the public right-of-way); and

Note: If Initial Response Crew confirms the SSO (i.e. Inspection Crew), it is their duty to contact the appropriate Response Crew (i.e. area Hand Rod Crew; area Hydro Clean Crew; Hydro Clean Rover Crew; Daytime Emergency Crew) for immediate arrival onsite so steps can be taken to stop the overflow, relieve pipeline blockage, etc.

▪ Requests additional personnel, materials, supplies, and/or equipment to best expedite minimizing the impact of the SSO.

SUBSECTION 1.K.(A) CONTAINING THE SSO

The following measures serve to contain and/or recover the overflowing sewage and are initiated to minimize the impact on public health or the environment:

▪ Determine the immediate destination of the SSO. GIS program will assist in determining if the impact of the SSO is a named waterway (creek/stream/river).

▪ Identify and request the necessary materials and equipment to contain or isolate the overflow (if not readily available); and

▪ Take immediate steps to contain the overflow (e.g., block or bag storm drains, recover through vacuum truck, divert SSO into downstream manhole, etc.) if conditions allow, as determined by the CITY OF COWETA Maintenance Department.

▪ In the event an SSO has discharged into a creek, stream, or river, the following immediate measures to eliminate and contain the discharge and eliminate the chances as best possible from the SSO discharging into a creek/stream/river will be taken, which include:

- Establishing bypass pumping of sewer to other areas of the collection system; or Implement holding tanks until repairs can be made.

Be sure to utilize equipment that can vacuum sewer to eliminate or contain overflow until repairs can be made!

Once corrective action has been taken to restore flow to the collection system, <u>immediate measures will be taken to contain and remove contaminants from the waterway as feasible.</u> The focus is to remove oxygen-depleting solids from water, returning them back into the collection system. Efforts can include the following:

▪ Establishing strategic points of containment along the waterway and removing contaminants through pumping, vacuuming, sweeping, etc.

▪ Applying disinfectants as feasible along edges of waterway to eliminate contamination.

▪ Utilize portable aerators (as feasible) along edges of waterways to maintain adequate oxygen levels to preserve aquatic life until proper removal of contaminants is achieved.

SUBSECTION 1.K.(B) ADDITIONAL MEASURES FOR PROLONGED OVERFLOW CONDITIONS

In the event of a prolonged sewer line blockage or a sewer line collapse, a portable bypass pumping operation should be set up around the obstruction.

▪ Take appropriate measures to determine the proper size and number of pumps required to effectively handle sewage flow.

▪ Implement continuous or periodic monitoring of the bypass pumping operation as required.

▪ Address regulatory agency-related issues in conjunction with making any emergency repairs.

SUBSECTION 1.K.(C) CLEANUP

SSO sites are to be thoroughly cleaned after an overflow. No readily identified residue (e.g., sewage solids, papers, rags, plastics, rubber products) is to remain.

▪ Where practical, thoroughly flush the area and clean of any sewage or wash-down water. Solids and debris are to be flushed, swept, raked, picked up, and transported for proper disposal.

▪ Secure the overflow to prevent contact by members of the public until the site has been thoroughly cleaned. If posting is required, see Appendix G: SSO Permanent & Temporary Signage – Verbiage for examples of postings.

▪ Where appropriate, disinfect and deodorize the overflow site.

▪ Where sewage has resulted in ponding, pump the pond dries and dispose of the residue in accordance with applicable regulations and policies.

If a ponded area contains sewage which cannot be pumped dry, it may be treated with approved waterway application that is designed to kill bacteria. If sewage has discharged into a body of water that may contain fish or other aquatic life, do not use bleach or other disinfectants and contact the Oklahoma Game & Fish Commission.

Use of portable aerators may be required where complete recovery of sewage is not practical and where sever oxygen depletion in existing surface water is expected.

Do **not** use enzymes in flowing creeks, streams, or waterways.

SUBSECTION 1.L. OVERFLOW REPORT FORM

Emergency Crew, Locating Crew, or Response Crew completes a CITY OF COWETA Sanitary Sewer Overflow or Bypass Report Form. The Crew promptly notifies Dispatcher when the SSO is eliminated. The ODEQ bypass report form is used internally and externally for reporting purposes also known as Self- Reporting Wastewater Bypass Form, Sanitary Sewer Overflow or Bypass Report Form. The impact of the SSO and/or the proper DEQ environmental damage code that best describes the SSO at hand are used to determine the proper Overflow Report Form when reporting each SSO. ODEQ environmental damage codes and associated proper CITY OF COWETA internal Overflow Report Form are listed next for reference.

SUBSECTION 1.M. COMPLETING THE SSO REPORT FORM

Subsection 1.M.(a)Environmental Damage / Impact of SSO:

CITY OF COWETA Bypass Overflow Report Forms is used to report SSOs involving the following impacts:

Observation or Evidence of Environmental Impact (ODEQ Environmental Damage Code OEEI): for example, an overflow that has reached / impacted a named waterway such as a named creek, stream, pond, or river. This includes all SSOs where there is indication that the SSO reached surface waters. For SSOs where sewage was observed running to surface waters, Emergency Crew / Response Crew / Locating Crew should complete a SSO Report Form (indicating DEQ code "OEEI" – observed or evidence of environmental impact); this indicates all SSOs where sewage was observed running to surface waters, or where there was obvious indication (e.g. sewage residue) that sewage had flowed to surface waters.

If the overflow was contained in a named creek/stream/river/pond, the name of the waterway must be supplied. GIS program can be utilized to help in determining if the SSO reached a named waterway (creek/stream/river). There is a blank on the Overflow Report Form where the name of the waterway should be entered.

Observation or Evidence of Human Contact (ODEQ Environmental Damage Code OEHC: for example, a building backup where sewer has reached / impacted the inside of a residence of business; or an overflow where person/persons were observed to have come in contact/ been impacted with the overflow

Evidence of Fishkill (DEQ Environmental Damage Code EFK): for example, an SSO that reached /impacted a waterway where it is observed that there was Fishkill as a result (aquatic life was impacted as a result)

Overflow Bypass Report Forms are used to report SSO impacts involving:

NO Evidence of Human Contact of Environment Impact (DEQ Environmental Damage Code NEAH): for example, an SSO that did not reach a named waterway nor had any evidence of or observations of human contact involved such as most ground surface areas or drainage areas that are not named waterways.

This includes:

▪ SSOs where there is indication that the SSO had **not** reached surface waters. These include SSO occurrences such as the following, indicating DEQ code NEAH – evidence of environmental impact or human contact and thus can be used a guide to characterize such occurrences:

▪ SSO that runs to covered storm drains (with no public access) where personnel verify, by inspection, that the entire volume is contained in a sump or impoundment and where complete clean up occurs leaving no residue.

▪ SSOs where observation or on-site evidence clearly indicates that all sewage was retained on land and did not reach surface water and where complete cleanup occurs leaving no residue.

NOTE: THE BELOW SCENARIO IS NOT AN SSO:
Preplanned or emergency maintenance jobs involving bypass pumping (if access by the public to a bypass channel is restricted) and subsequent complete cleanup occurs leaving no residue.

Any preplanned bypass under these circumstances will not be considered an overflow.

The table below can be used to help in determining when to utilize ODEQ Self Reporting Wastewater Bypass Report, and acronyms to use.

ODEQ Environmental Damage Code:	ODEQ Environmental Code Definition	SSO Description(s):
OEEI	Observation or Evidence of Environmental Impact	Description of SSO: An overflow where the sewer spill has reached a named waterway (pond/ creek / stream / river, etc.)
OEHC	Observation or Evidence of Human Contact	Description of SSO: an overflow where the sewer spill has reached the inside of a building structure such as a residence or a business or where it was observed that there were people walking / riding bicycles through the overflow area
EFK	Evidence of Fishkill	Description of SSO: An overflow where the sewer spill has reached a waterway and aquatic life was impacted as a result / there was fishkill present
NEAH	NO Evidence of Environmental Impact or Human Contact	Description of SSO: An overflow where the sewer spill did not reach a named waterway nor had any evidence of human contact such as most ground surface areas or drainage areas that are not named waterways

Subsection 1.M.(b) TIME of SSO The TIME of

SSO field is a reporting requirement for all SSOs. It is a required field for completion of Overflow Report Forms. There are differing ways to determine the TIME of SSO, and it is dependent upon if the SSO is capacity-related (wet weather; due to rainfall; main line is at capacity) or non-capacity related (dry weather; due to blockage or structural issue; main line is not at capacity and is surcharging for some other reason).

Thus, the TIME of SSO is determined one (1) of the following methods, depending on whether the SSO is capacity-related or non-capacity related:

Capacity-Related Overflows:

A rain Intensity Dashboard will be developed and utilized in determining the storm event category as well as the peak time of the event. This Rain Intensity Dashboard will be developed using the SCADA rainfall and historical rainfall intensity-duration-frequency (IDF) to depict each rainfall event. The Wastewater Treatment Manager will be responsible for monitoring rain events. Events are categorized as Under 2-year Storm and Exceeds 2-year Storm. The Rain Intensity Dashboard shall be monitored during any rainfall and will be utilized to prompt SSORP protocol as well.

The determined TIME of SSO is sent via email to Coweta PWA Response Crews to begin checking manhole locations identified by Wastewater Treatment Manager personnel. The Time of SSO is also communicated to Administrative Assistant and Wastewater Treatment Manager, Cleaning and Inspection Divisions.

The determined TIME OF SSO is consistently used by Response Crews on the COWETA PWA Overflow Report Form in the DATE of SSO and TIME of SSO fields for each SSO found that is related to the corresponding rain event.

Non-Capacity-Related Overflows:

The TIME OF SSO is when the Response Crew arrives on site and confirms that the reported sewage spill is an actual overflow. Thus, the TIME of SSO and the ARRIVAL TIME fields will be identical and will be recorded as such on the Overflow Report Forms.

Subsection 1.M.(c). COMPLETED DATE & COMPLETETD TIME of SSO

The date and time at which the SSO cleanup efforts have been completed and the after cleanup photo has been taken is the date and time information that should be entered in the COMPLETED TIME and DATE fields (and on the Overflow Report Form if available and not yet submitted to ODEQ, meaning the cleanup was completed the same day the SSO was reported.)

Subsection 1.M.(d) ESTIMATED VOLUME of SSO

The VOLUME of SSO is figured by multiplying the FLOWRATE of SSO (GPM – gallons per minute) with the ESTIMATED DURATION OF SSO (MINUTES).

To establish the FLOWRATE OF SSO, one (1) of the flowing methods should be applied:

▪ Direct observation of the overflow: See Appendix C: SSO Flowrate & Volume Determination for guidance on estimating sewer overflow rates using visual indicators of the asset and SSO area.

▪ Measurement of actual overflow from the sewer main.

▪ Visual Observations.

▪ Pump Station and Lift Station flow charts and other recorded data that are available.

When the rate of the overflow is known, multiply the duration of the overflow by the overflow rate. When the rate of the overflow is not known, investigate the surrounding area for evidence of ponding or other indications of overflow volume to obtain an ESTIMATED FLOWRATE of SSO and, thus, an ESTIMATE VOLUME of SSO.

SUBSECTION 1.N. PHOTOGRAPHS OF SSO

Maintenance response crew will take photographs of the SSO area before cleanup AND after cleanup, when possible. These are submitted to the Administrative Assistant and are uploaded into the See Click Fix Work Order.

SUBSECTION 1.O. ASSESSMENT OF ANY DAMAGE

Assessment of any damage to exterior/interior of public/private property: Personnel shall enter private property for purposes of estimating or determining SSO volume. If permission to enter property, Maintenance Response Crew, as well as another City of Coweta PWA personnel. They should attempt to obtain photographs of the SSO and affected areas both before & after cleanup, as well as any affected area room measurements and flooring types A Customer Flood Report Form should be completed if possible, and the VOLUME of SSO should be noted in all areas possibly affected by the SSO.

SUBSECTION 1.P. CUSTOMER SATISFACTION

When an SSO involves either observation or evidence of human contact (OEHC), observation or evidence of environmental impact (OEEI), or evidence of fishkill (EFK) is reported, response crew will notify the PWA Administration so the SSO can be reported by phone to ODEQ. The response crew will then contact the reporting citizen(s) and discuss the actions taken and the problem resolution. Upon notification of these SSO occurrences, the PWA Administration, if necessary, takes any follow up action required (i.e. notify media or residents affected – see Section 2: Public Advisory Procedures and Section 4: Media Notification Procedure.)

If the residents want to make a claim for damages incurred, they are directed at City Hall to file a tort claim. For all SSOs where damage may be incurred, Maintenance crews provide the citizen(s) with the PWA Director or Assistant Director business card with listed contact information. City Hall Personnel can assist with the process of damage claim process and current Damage Claim Policy.

SUBSECTION 1.Q. RESPONDING TO OVERFLOW LOCATIONS WHERE AN SSO HAS REOCCURRED PRIOR TO THE INITIAL SSO BEING COMPLETED

When an SSO has been confirmed to have reoccurred prior to the initial SSO reported being closed, then the initial SSO reported will be closed with associated details. (This may happen when there are back-to-back category level rainfall events and MH location checks are still in progress for the first rain event at the time the second category level rain event takes place and causes a MH asset to overflow again before cleanup has been completed from the first overflow following the first rain event.) The reoccurring SSO that has been confirmed will be recorded as another SSO incident with associated details.

If manhole locations become inaccessible to COWETA PWA crews, the crew will conduct site visits daily until the site becomes accessible; crews will track the daily site visits/to document site conditions. If an SSO has in fact occurred once the manhole becomes accessible, the same Work Order Request will be associated and updated for tracking purposes.

Section 2: PUBLIC ADVISORY PROCEDURE

This section describes the actions CITY OF COWETA PWA takes, in cooperation with the Oklahoma Division of Environmental Quality (ODEQ) and the Oklahoma Department of Health (ODH) to limit public access to areas potentially impacted by unpermitted discharges of pollutants to surface water bodies from the water reclamation collection system. Temporary and permanent public notices will be provided as indicated below. See Appendix G: SSO Permanent & Temporary Signage – Verbiage for verbiage on both permanent and temporary public notices.

SUBSECTION 2.A. TEMPORARY PUBLIC NOTICE FOR POLLUTED SURFACE WATER BODIES OR GROUND SURFACES THAT RESULT FROM UNCONTROLLED DISCHARGES FROM CITY OF COWETA FACILITIES.

CITY OF COWETA has the primary responsibility for determining when to post notices of polluted surface water bodies or ground surfaces that result from uncontrolled water reclamation discharges from its facilities. The postings do not necessarily prohibit use of recreational areas, unless posted otherwise, but provide a warning of potential public health risks due to sewage contamination.

If it has been determined that there is reasonable potential for an SSO to occur, signage should be posted in advance of the SSO. If posting is deemed necessary, ODEQ shall be notified.

Reported Overflow

1. City of Coweta PWA administration or Response Crew confirms that the SSO that is not posted has resulted in ponded wastewater (ground surface or ditch ponding) or direct discharge to body-contact recreational waters.

2. City of Coweta PWA Investigates and consults with Public Works Director or Assistant Public Works Director for remedial action and need/extent of posting.

3. If City Manager decides posting is required, City Manager directs PWA to post warning signs and notifies the City Hall Personnel of location and intent to post.

4. Dispatched Crews notifies of assessment and makes recommendation on posting.

5. PWA Director or Assistant Public Works Director consults with City Manager for final decision on posting

6. If City Manager decides posting is required, City Manager will direct PWA to post warning signs(s) and notify the Public Information Officer of intent to post and at which locations.

7. Warning signs are installed by PWA personnel.

Potential Overflow

1. Reasonable potential for SSO that will result in ponded wastewater (ground surface or ponding) or direct discharge to body-contact recreational waters identified.

2. Public Works Director or Assistant Public Works consults City Manager for final decision on posting.

3. If City Manager decides posting is required, City Manager will direct PWA personnel to post warning signs and notify the Public Information Officer of location and intend to post.

4. Warning signs are installed by PWA personnel.

SUBSECTION 2.B. PERMANENT PUBLIC NOTICE

CITY OF COWETA shall place a permanent notice at manholes located on City-owned property that may experience an SSOs in a twelve-month period. A list of applicable manholes has been provided in Appendix A: SSO Tracking Procedure Table-A-1.

SUBSECTION 2.C. OTHER PUBLIC NOTIFICATION

If City Manager determines additional public notification is needed, the Public Information Officer will make said notifications under the City Manger's direction.

Section 3: REGULATORY AGENCY NOTIFICATION

PLAN The SSORP's Regulatory Agency Notification Plan establishes procedures that CITY OF COWETA follows to provide formal notice to ODEQ as necessary in the event of SSOs. The reporting criteria that are listed below explain to whom various forms of notification should be made and provide those agencies/individuals to be contacted.

Agency notifications will be performed in parallel with other internal notifications. The procedures for providing notification to the media of an SSO are presented in Section 4: SSORP Media Notification Procedure. Internal notification and mobilization of personnel are detailed within the Overflow Response Procedure portion of the SSORP. (See Section 1: Overflow Response Procedure)

SUBSECTION 3.A. IMMEDIATE NOTIFICATION

Upon confirmed SSO event, an email will be sent to notify PWA Administration. The PWA Administration will then notify and report the SSO to ODEQ in compliance with CITY OF COWETA's NPDES Permits. For convenience, the NPDES Permit reporting requirements are reprinted below.

"Overflows that endanger health or the environment shall be orally reported to the Enforcement Branch of the Office of Water Quality by telephone (1-800-256-2365) within 24 hours from the time the permittee becomes aware of the circumstance." At a minimum, the following information shall be reported:

1. Permit number
2. Location of overflow (address or MH ID)
3. Duration of overflow (minutes)
4. Estimated Volume of Overflow (gallons)
5. Receiving Water (if applicable)
6. Cause of Overflow (if known)

A Certified Self Reporting Bypass Report Form of Overflows shall be provided to ODEQ within 5 days of the 24-hour oral report. A 5-day follow-up written report can be filled out and submitted to the ODEQ Office at:

Department of Environmental Quality
Water Quality Division
P.O. Box 1677
Oklahoma City, OK 73101-1677

PWA Staff are responsible for meeting the 24-hour oral notification requirement. Per CITY OF COWETA NPDES Permit conditions, this 24-hour immediate notification to ODEQ is met for all overflows with environmental impact, which are those SSOs for which the ODEQ Environmental Damage codes OEEI (environmental impact/named waterway impacted) and OEHC (human contact) are applied.

Section 4: MEDIA NOTIFICATION PROCEDURE

When an SSO has been confirmed and <u>is a threat to public health</u>, the following actions are taken, if necessary, to notify the media:

- Response Crew verifies overflow and reports findings back to Dispatcher

- Dispatcher informs the Public Information Officer
- After-hours and weekend SSOs that are a threat to public health are also reported to the Public Information Officer at the contact numbers listed in Table 4.A.

All media requests, if a request is in fact received, should be referred to in the Public Information Official.

Table 4.A-1. City of Coweta Public Information Officer (PIO) Contacts

Contact	Contact Name	Phone Number
Primary	Mandy Vivrinak, Crossroads Communications	(918) 633-4397
Secondary	Garret Starr, Crossroad Communications	(918) 260-4464

Section 5: DISTRIBUTION AND MAINTENANCE OF SSORP

Annual updates to SSORP reflect all changes in policies and procedures as may be required to achieve its objectives.

SUBSECTION 5.A. SUBMITTAL AND AVAILABILITY OF SSORP

Copies of the SSORP and any amendments are distributed to All personnel who may become incidentally involved in responding to overflows should also be familiarized with the SSORP.

SUBSECTION 5.B. REVIEW AND UPDATE OF SSORP

Review of the SSORP is conducted annually and amended/updated as appropriate.

CITY OF COWETA PWA should:

▪ Update the SSORP with issuance of a revised or new NPDES permit or state waste discharge permit (NPDES Permit renewals are reviewed at least annually)

▪ Conduct annual SSORP Training sessions with appropriate personnel, to include at minimum all Maintenance Staff involved in SSO reporting procedures and SSO response

▪ Review and update, as needed, the various contact persons and associated contact details listed throughout the SSORP (reviewed at least annually)

SUBSECTION 5.C. PRACTICAL RESOURCES

There will be laminated guides printed and furnished to all employees that are involved with the SSO Response Plan, which will provide an overview of the procedures, as well as essential phone numbers. There will also be a quick reference for estimating sewer overflow volumes.

SUBSECTION 5.D. TRAINING

Each division will be responsible for training their own personnel. The training should include any employee who engages in or may be involved in the SSO process. These people are provided a copy of the SSO Response Plan and said plan will be reviewed in depth with them. This training should take place annually or when revisions occur so that all personnel are up to date on any changes that may occur. Each division should also review their response efforts at these annual training sessions and should make suggestions to revise procedures. These suggestions will then be submitted to all divisions for review to determine if the revisions will be implemented in the next annual SSORP review.

Appendix List

Appendix A: SSO Tracking Procedure

Appendix B: SSO Response Action Plan

Appendix C: SSO Flowrate & Volume Determination

Appendix D: ODEQ Bypass Report

Appendix E: Manhole Inspection Form

Appendix F: Sewer Asset Management Survey

Appendix G: SSO Permanent & Temporary Signage

Appendix A:
Sanitary Sewer Overflow (SSO) Tracking Procedure

The procedure to track the frequency & location of SSOs is as follows:

Step 1: All SSOs have a generated Work Order prepared within See Click Fix

Step 2: SSOs will be defined as the following:

CAPACITY SSOs:

Assets have insufficient carrying capacity to handle inflow and/or infiltration during a storm event; Engineering shall maintain & update a list of capacity-related SSOs.

Activity Code	Activity Code- Defined
SOC	Sewer Overflow- Capacity
SOCP	Sewer Overflow – Capacity – Private (overflow at a Privately-owned asset)

NON-CAPACITY SSOS:

Overflow due to an obstruction in the main line, line failure, or equipment failures. Non-Capacity overflows also encompass private overflows at private assets and/or inside buildings, as well as ones outside of CITY OF COWETA PWA's control (due to vandalism or construction/BPU).

Activity Code	Activity Code- Defined
SONC	Sewer Overflow- NON- Capacity
SONCP	Sewer Overflow- NON- Capacity-Private (SSO at a privately- owned asset or inside building.)
SONCO	Sewer Overflow- NON- Capacity- Other (Due to vandalism or construction damage.)

Step 3: The Work order will also include the asset number to identify the overflow locations, which will always be the upstream manhole number of the sewer main asset. A Work Request number will also be assigned by Dispatch to track all associated activities.

Step 4: A Monthly Report will be prepared, providing the number of capacity & non-capacity SSOs.

Step 5: In addition to Work Order data, information on all reported SSOs is maintained in an event database, called the Discharge Monitoring Report (DMR). It contains all the information required for regulatory reporting and more. (total number of SSOs and total volume – gallons – per month). Reports generated from the database have the capability of pulling SSO locations based upon dates and assets. and occurrences within a time frame.

Step 6: An updated annual capacity-related SSO manhole list will be developed for inclusion in the Permanent Signage phase of this SSORP. This list will be maintained and annually updated as conditions and overflow mitigation efforts work to improve capacity-related deficiencies in the collection system.

Appendix B:
SSO Response Action Plan

Dispatching Crews

Dispatchers receive notification of possible SSOs from two sources:

- public (i.e. customers; guests of Coweta; other utility companies)

- internal crews (i.e. Maintenance Crews; Treatment Plant personnel)

Notification of Possible SSO During Working Hours

Dispatchers receive notification of a possible SSO from the public at which time they collect all relevant information as outlined in Subsection 1.A.(a): Possible SSO by a Member of the Public, which at this point they dispatch one of our area Maintenance Response Crew to the site to verify if an SSO has occurred.

The Responding Maintenance Crew will report findings back to Dispatcher, who assigns a Work Request number for tracking and is used by all involved Maintenance Crews by documenting this number on all SSO-related paperwork and initiated work orders/inspections.

The Maintenance Response Crew determines if an SSO has occurred, and, if so, places warning signage at the site of the SSO (as well as at adjacent homes if required and available). The Dispatcher or Manager also verifies that the Responding Maintenance Crew has filled out a ODEQ Overflow Bypass Report Form and that all required information is on form. GIS mapping layers will help determine if a drainage area is a named waterway; if a named waterway is impacted, it should be indicated environmental impact. If the SSO occurs within a structure, ODEQ Overflow Bypass form should also be completed, indicating human contact – evidenced or observed.

Maintenance Crews at this point start cleaning up and sanitize the site. When complete, the Maintenance Response Crew is to verify that the cleanup is completed, take after-cleanup photographs, and remove warning signs.

Maintenance Crews submit all SSO paperwork and any initiated Work Orders/Inspection to Dispatchers (same day), who, at the start of the next business day, sort all SSO paperwork and work orders/inspections, ensure the SSO Report Form is completed correctly, and check to make sure the Work Request number is documented on all SSO paperwork and initiated Work Orders/Inspection, if any. All Work Orders will be submitted to the PWA administrative assistant.

Maintenance Crews submit all before-cleanup and after-cleanup photos to the see click fix ticket order. (if using a Smart Phone). For all confirmed SSOs reported an ODEQ Overflow Report Forms shall be filled out. PWA manager will be responsible for submitting the required 24-hour email notification to ODEQ, with all required information regarding the details of the SSO occurrence.

NOTIFICATION OF POSSIBLE SSO AFTER HOURS

The After-Hours Emergency On-Call Crews (who manage all incoming phone calls after normal business hours via the On-Call cell phone, to which all incoming calls to the main CITY OF COWETA Dispatcher Office phone number are forwarded to the Police Department for City of

Coweta, receive notification of a possible SSO from the public at which time they collect all relevant information as outlined in Subsection 1.A(a):

Possible SSO Reported by a Member of the Public and then proceed to the location. The Emergency On-Call Crew determines if an SSO has occurred, attempts to correct the problem and contain the SSO, places warning signs at the site as well as at adjacent homes if required, and takes before-cleanup photographs. The crew is to fill out an ODEQ Overflow Bypass Report. The Emergency On-Call Crew then starts cleaning up and sanitizes the site (if possible).

When cleanup is completed, the crew is to take after photographs and then remove warning signs. If the SSO occurred within a structure, the PWA management is to verify that cleanup has been completed, and all policies were followed. A site visit is to be performed no later than the first workday after the overflow occurrence.

INTERNAL NOTIFICATION:

Personnel in the field who find an SSO are to contact the Dispatcher and provide the relevant information as outlined in Subsection 1.A.(a): Possible SSO Reported by a Member of the Public. The same procedure as shown for public notification under working hours will be used – See first part of this document, Appendix B: SSO Response Action Plan.

Rain events that are one (1)-inch or greater will trigger our crews to investigate possible recurring SSO sites to verify if an overflow has occurred. These crews will be furnished with a list of possible SSO sites. The Maintenance Responding will follow the same procedure as outlined under public notification during working hours. When a crew has gone through their list and an SSO was found, they will return to the site to conduct proper cleanup.

Appendix C:
SSO FLOWRATE & VOLUME DETERMINATION

As indicated previously in this SSORP, each SSO that is actively discharging during the investigation phase of this response plan's tasks shall be evaluated for flow and ultimate total volume discharged, each of which is to be included as part of the reporting requirements. The Engineering Department has defined a three-tiered flow estimating system that is derived from the reaction of the manhole lid in relation to the flow exiting the collection system. This system is easily field estimated without the need for measuring devices, which in most instances would fail to achieve a proper signal due to the lack of sufficient depth of flow.

It has been determined that the majority of actively discharging SSOs reported by a Response Crew would be non-capacity related. Therefore, criteria for determining flow should concentrate on these conditions for gravity sewer collection systems**. The three (3)-category rating system is outlined below:**

**** GPM = Gallons Per Minute ****

1 – 10 GPM

This rate covers the light discharge experienced in the upper reaches of the collection system, usually with a small number of residential connections. The visual indicator would be a light flow (about the rate of a standard faucet) from around the manhole lid with no visible release of debris or solids and no movement or lifting of the lid itself.

11 – 100 GPM

This rate covers the moderate discharge experience in the lower reaches of the collection system, usually along the larger collector or outfall type sewer mains (typically 10" and larger mains) and in some capacity related SSOs. The **visual indicator** would be a noticeable flow from around the manhole lid, slight debris or solids release, and a rocking or slight lifting of the manhole lid.

> 100 GPM

This rate covers the heavy discharge experienced along with the major outfall sewers and larger capacity-related SSOs. The visual indicator is the definite release of debris or solids, and the complete lifting or displacement of the manhole lid. SSO volumes are derived from the above category multiplied by the duration of discharge. If the exact length of discharge is unknown, criteria for determining an estimated time have been established in Section 1.M(d).: Completing the SSO Report Form Revised October 27th, 2025

Appendix D:
ODEQ Bypass Report

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

SELF REPORTING WASTEWATER BYPASS FORM
(TO BE SUBMITTED WITHIN 5 DAYS OF OCCURRENCE)

Date: ______________________ DEQ Facility ID # S# or I# - 0020281

Facility Name: CITY OF COWETA

Report All Bypasses to the DEQ Within 24 hours to: **1-800-256-2365**

Mail Written Report Within 5 Days To: Department of Environmental Quality
Water Quality Division
P.O. Box 1677
Oklahoma City, OK 73101-1677

DEQ notified within 24 hours of Bypass on: Date: ______________________

Time: ______________________

Type of Bypass:
- ❑ Pipe ❑ Clarifier / Filter ❑ Lagoon / Basin ❑ Manhole
- ❑ API Separator ❑ Head Works ❑ Drying Beds ❑ Batch Reactor
- ❑ Lift Station ❑ Digester ❑ Other (specify) ______________________

Period of Bypass: From ________ (Month) ________ (Day) ________ (Year) ________ ❑ AM ❑ PM

To ________ (Month) ________ (Day) ________ (Year) ________ ❑ AM ❑ PM

Strength of Bypass: ❑ Raw ❑ Partially Treated Amount of Bypass: ________ gallons

Were fish or other wildlife affected as a result of the bypass? ❑ Yes ❑ No (If Yes, complete DEQ Form 605-001)

Type of Samples Taken: ❑ BOD ❑ TSS ❑ O&G ❑ pH ❑ DO ❑ None ❑ Other ________

Geographical Location of Bypass (including Outfall Number or receiving stream if appropriate) ______________________

Reason for Bypass: ______________________

Steps taken to prevent recurrence: ______________________

Impact to receiving stream and/or surrounding areas: ______________________

Steps taken to clean up or treat Bypass: ______________________

Reported by: ______________________ Title: ______________________

Signature: ______________________ Date: ______________________

Include copies of ANY test results.

DEQ Form #605-011 10/01/2007

Appendix E:
Manhole Inspection Form

MANHOLE INSPECTION FORM

City of Coweta, Oklahoma

Project No.:________________ Date:__/__/__ Manhole No.: (   ) ____________

Address: ________________________ Location:____________________________

Precipitation: ________ 1 = None, 2 = Light Rain, 3 = Heavy Rain, 4 = Snow Downstream Pipe Length__________(ft.)

Ground Conditions:__________ 1 = Dry, 2 = Damp, 3 = Wet, 4 = Standing Water Crew: ________________

☐ Inspected

Manhole Diameter:______ (ft.) Depth:_____ (ft.)

Not Inspected:______
1 = C.N.L. 5 = Unsafe
2 = D.N.E. 6 = Sealed Lid
3 = Buried 7 = Traffic
4 = Haz /Atmos. 8 = Dog
9 = Other

Location:_____
1 = Paved Street
2 = Unpaved Street
3 = Paved Intersection
4 = Unpaved Intersection
5 = Alley
6 = Sidewalk
7 = Parking Lot
8 = Backyard
9 = Ditch
10 = Curb/Gutter
11 = Easement
12 = Private residence

☐ Subject to Ponding Ponding Depth:______(ft.)
Grade Elevation: _____ Top of Rim: ______(ft.)
1 = Even 2 = Above _____ (in.)
3 = Below ______(in.)

Upstream Manhole No. ______ Downstream MH No. _____

	Condition	Inflow	General Observations	Comments
Cover: diameter______________(in.) Thickness______________(in.) Type:____ ☐ Vented #___ Dia.___ (in.) 1 = Light Duty 3 = Bolt Down 2 = Heavy Duty 4 = Locking	G F P	Depth of flow ________ Deposition______(in.) Atmosphere__________	___,___,___,___	____________ Velocity ________ Location________
Cover-to-Frame Fit	G F P	____	___,___,___,___	____________
Frame	G F P	____	___,___,___,___	____________

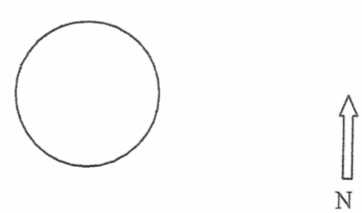
a. Inside dia. (in.)________ b. Outside dia. (in.)______ c. Dwell (in.) __________ d. Height (in.) ______________

	Type	Condition	Inflow	General Observations	Comments
Frame-to-Chimney Seal	Type____	G F P	____	___,___,___,___	____________
Chimney Height (in.) _____	Type____	G F P	____	___,___,___,___	____________
Corbel	Type____	G F P	____	___,___,___,___	____________
Wall	Type____	G F P	____	___,___,___,___	____________
Bench	Type____	G F P	____	___,___,___,___	____________
Invert	Type ____	G F P	____	___,___,___,___	____________
Steps (No. Missing) ____	Type____	G F P		___,___,___,___	____________

Pipe Seal
1. G F P I/I____gpm 4. G F P I/I____gpm
2. G F P I/I____gpm 5. G F P I/I ____gpm
3. G F P I/I____gpm 6. G F P I/I ____gpm

☐ Evidence of Surcharge Depth: __________ (ft.)

Structural Type:
1 = Brick 6 = Poured 11 = Rebar
2 = Precast 7 = Mortar Mask 12 = None
3 = Block 8 = Cast Iron 13 = Bitumastic
4 = Clay Pipe 9 = PVC 14 = Grout
5 = Concrete Pipe 10 = PVC-coated 15 = Other



See Attachment "A" for General Observation Codes.

Appendix F:
Sewer Assessment Management Survey

SEWER ASSET MANAGEMENT SURVEY

General Information

1. Surveyed by	2. Certificate No.		3. Reviewed by	4.Reviewer Certificate No.
5. Owner	6. Customer		7. P/O Number	8. Work Order Number
9. Media Label	10. Project	11. Date	12. Time	13. Sheet Number
14. Weather	15. Pre-Cleaning	16. Date Cleaned YYYYMMDD	17. Flow Control	18. Purpose of Survey
19. Direction of Survey	20. Inspection Technology Used		21. Inspection Status	
22. Consequence of Failure		23. Pressure Value		

Location

24. Drainage Area	25. Pipe Segment Reference	26. Street (Name & Number)
27. City	28. Location Code	29. Location Details

Pipe

30. Pipe Use	31. Height	32. Width	33. Shape
34. Material	35. Lining Method	36. Coating Method	37. Pipe Joint Length
38. Total Length	39. Length of Pipe Surveyed	40. Year Constructed	41. Year Renewed

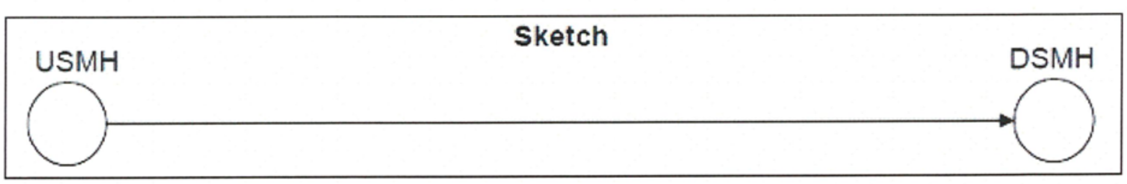
Measurements

42. Upstream MH Number	43. Upstream MH Rim to Invert	44.Upstream MH Rim to Grade	45.Upstream MH Grade to Invert

46. Upstream MH Northing	47. Upstream MH Easting	48. Upstream MH Elevation	
49.Downstream MH Number	50.Downstream MH Rim to Invert	51.Downstream MH Rim to Grade	
52. Downstream MH Grade to Invert	53. Downstream MH Northing	54. Downstream MH Easting	
55. Downstream MH Elevation	56. MH Coordinate System	57. MH Vertical Datum	58. GPS Accuracy

59. Additional Information

Red = Mandatory; Black = Non-mandatory



Appendix G:
SSO Permanent & Temporary Signage

TBA

P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Edgar Barroso, Public Works Director

Re: **ORDINANCE 911 - AMENDING COWETA CITY CODE TITLE 14 TO INCLUDE POST CONSTRUCTION ACTIVITIES RELATED TO STORMWATER MANAGEMENT**

Date: November 3, 2025

BACKGROUND

As a result of an EPA Audit, we have been instructed to revise our Stormwater Ordinances to include language to ensure that owners of private detention/retention structures or low impact development structures are maintaining them so they act as intended and requires that post-construction runoff does not impact other properties. The proposed amendments to Title 14, "Flood Control and Stormwater Management", Section 14-2-8, titled "Construction Activities", retitled here as "Construction And Post Construction Activities" is proposed to satisfy EPA's requirement.

In addition, our City Attorney advises that the criminal penalties provided in Title 14, "Flood Control and Stormwater Management", Section 14-2-16 mistakenly exceed what has been authorized by state statutes, 11 O.S. Section 14-111(C), in that it provides for a six (6) month imprisonment, instead of a ninety (90) days maximum. This ordinance corrects this. The City Attorney also recommends that the maximum fine of $1,000 for these violations be amended to provide separate penalties for first and subsequent violations of Chapter 14- 2, "Stormwater Management". This change will avoid the possibility of our municipal court having to conduct a jury trial for a first offense stormwater violation.

STAFF RECOMMENDATION

The City Attorney recommends the Council adopt these ordinance amendments.

ATTACHMENTS

1. Ordinance 911 Title 14 Post Construction and Penalty Amendments Final

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 911

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA; AMENDING COWETA CITY CODE TITLE 14, "FLOOD CONTROL AND STORMWATER MANAGEMENT", CHAPTER 14-2, "STORMWATER MANAGEMENT"; AMENDING SECTION 14-2-8 BY RETITLING IT AS "CONSTRUCTION AND POST CONSTRUCTION ACTIVITIES" AND ESTABLISHING REQUIRED POST CONSTRUCTION PERFORMANCE STANDARDS AFTER A DEVELOPMENT IS COMPLETED; AMENDING SECTION 14-2-16, TITLED "VIOLATIONS, INJUNCTION AND CRIMINAL PROSECUTION" TO PROVIDE SEPARATE PENALTIES FOR FIRST AND SUBSEQUENT VIOLATIONS OF CHAPTER 14-2; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, THAT:

Section 1. Coweta City Code Title 14, "Flood Control And Stormwater Management", Chapter 14-2 "Stormwater Management", Section 14-2-8, titled "Construction Activities", retitled here as "Construction and Post Construction Activities", be and the same is now amended to read as follows:

"**14-2-8 Construction And Post Construction Activities**

A. *Best management practices*.

1. All construction activities, including the development, excavation, grading, regrading, paving, land filling, burning, and diking of land shall be conducted in such a manner as to minimize erosion and prevent the discharge of pollutants, including, but not limited to, rock, sand, and soil into the MS4. Persons conducting the construction shall implement and maintain adequate structural and/or nonstructural BMPs for controlling the discharge of pollutants. In the case of ten acres or more draining to one discharge point, a sediment basin or adequate alternate measures shall be implemented.

2. The adequacy of any BMP shall be based upon the fulfillment of the following requirements:

    a. The discharge shall not result in a violation of the OPDES municipal stormwater discharge permit;

b. The discharge, based upon the determination of the Administrative Officer, shall not cause contamination of surface water, stormwater, or groundwater within the City; and

c. The discharge, based upon the determination of the Administrative Officer, does not transport sediment into the MS4.

B. *Responsible person*.

1. Any person with overall responsibility for the construction, such as the general contractor, shall be jointly responsible with the person at whose direction the construction is conducted, for the purpose of compliance with this chapter.

2. If construction on a particular site requires that a notice of intent (NOI) for stormwater discharges associated with construction activity under the OPDES general permit be filed with the Oklahoma Department of Environmental Quality (ODEQ), then the facility operator listed on the notice shall be responsible for compliance with this chapter.

C. *Erosion control*.

1. Erosion control shall be provided during the construction phase on all construction sites as necessary to prevent impacts to off-site areas and/or public rights-of-way. The primary goal of erosion control and best management practices is to minimize erosion and sedimentation during construction activities until final grading, landscaping and storm sewer structures are in place. Best management practices include, but are not limited to, seeding, laying sod, sprigging, silt fences, straw bale dikes, earth dikes or swales, temporary stream crossings, storm sewer inlet protection, temporary sediment basins, and stabilized construction entrances.

2. Failure to provide sediment and erosion control protection can result in suspension of building permits. A violation of this subsection by failure to comply with any of its requirements shall constitute an offense, and any person or entity convicted thereof shall be punishable as set forth in this Code. Provided that each lot upon which such violation occurs shall constitute a separate offense; and each day on which a violation occurs or is allowed to remain shall constitute a separate offense. The imposition of criminal sanctions, pursuant to CCC 14-2-16, shall not prevent the City from taking any lawful action as is necessary to prevent or remedy a violation.

3. Construction sites shall adhere to the standards set out in the City subdivision regulations and design criteria for stormwater, erosion control, streets, water, and sewers.

D. *Construction materials on public ways*. No person shall place, spill, or allow the flow of concrete or similar construction materials on any public road, alley, highway, or sidewalk, except as may be required for the construction or the maintenance of the public road, street, highway, or sidewalk.

E. *Construction debris*.

1. Construction debris shall be contained in a manner that the debris cannot be carried off-site by wind.
2. Trash containers of sufficient size shall be located on each construction site no later than the time the rough plumbing is ready for inspection and adequately maintained throughout active construction.

F. Post Construction Activities.

To prevent the adverse impacts of stormwater runoff, compliance with the following post construction performance standards shall be required after any development is completed:

G. *Maintenance after construction.* After construction is complete, the property owner or their agent shall take measures to apply and establish adequate ground cover to ensure that the erosion on the site is stabilized and not contributing to polluted runoff.

1. *Inspections after construction.* After construction is complete, the property owner or their agent shall continue to regularly inspect the vegetation until adequate turf establishment or other suitable vegetative cover is established.
2. *Drainage control facilities.* Drainage control facilities such as detention and retention ponds shall be maintained by the property owner or by the designated property owners' association. When any new drainage control facility is installed on private property, or when any new connection is made between private property and a public drainage control system, the property owner shall grant to the city the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. Failure to maintain drainage facilities may result in abatement procedures, fees, and costs, if deemed a public nuisance.
3. *Waterway maintenance.* Every person owning property through which a watercourse passes shall keep and maintain that part of the watercourse within the property free of trash, debris and other obstacles that may pollute, contaminate, or significantly retard the flow of water through the

watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that the structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Section 2. Coweta City Code Title 14, Flood Control And Stormwater Management", Chapter 14-2 "Stormwater Management", Section 14-2-16, titled "Violations, Injunction And Criminal Prosecution", be and the same is now amended to read as follows:

"**14-2-16 Violations, Injunction And Criminal Prosecution**

A. *Injunctive relief*. Whenever a person or entity has violated or continues to violate the provisions of this chapter, or orders issued hereunder, the Administrative Officer, with the advice and counsel of the City Attorney and the approval of the Administrative Officer, may petition the district court for the issuance of an injunction which restrains or compels the activities on the part of the person or industry. A petition for injunctive relief shall not preclude any other action against a person or industrial facility.

B. *Criminal prosecution*. It shall be unlawful and a misdemeanor offense for any person to violate any of the provisions of this chapter, or any order issued pursuant to this chapter. Upon conviction of a first violation of this chapter, such person shall be guilty of a misdemeanor offense and punished by a fine of not more than five hundred dollars ($500.00), excluding costs, fees, and assessments. If it be shown in trial that the person has once before been convicted of the same offense within the preceding year, the offense shall be punished by a fine not exceeding one thousand dollars ($1,000.00), excluding costs, fees, and assessments, or by imprisonment for a period not exceeding ninety (90) days, or by both such fine and imprisonment. Each day, or portion of a day, during which a violation is committed, continued, or permitted shall be deemed a separate offense.

C. *Remedies nonexclusive*.

1. The provisions of subsections A and B of this section shall not be exclusive remedies. The City reserves the right to take any combination of actions against a violator of this chapter. These actions may be taken concurrently.

2. The City may recover reasonable attorney fees, court costs and other expenses associated with enforcement activities, including sampling and monitoring expenses, administrative costs, and the cost of any actual damages incurred by the City."

Section 3.SEVERABILITY CLAUSE. If any section, sentence, clause, or phrase of this ordinance or any part of it is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part of it.

Section 4.EMERGENCY CLAUSE. That an emergency is now declared to exist for the preservation of the public peace, health, and safety and, more particularly, to protect citizens and the general public from injury or damage caused by unregulated stormwater activities. Because of this emergency this ordinance shall take effect immediately from and after its passage and approval.

ADOPTED by the Coweta City Council with the Emergency Clause voted upon and approved separately, on this 3rd day of November 2025.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED:

Patrick T. Boulden, City Attorney

P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager
Re: **HOTEL TAX INCENTIVE AGREEMENT WITH PRENIVI, LLC**
Date: November 3, 2025

BACKGROUND
Prenivi, LLC is requesting approval of a sales tax incentive agreement to recover the full amount allocated in its original 2013 agreement. As of January 2025, Prenivi has received $153,921.40 against the original multi-million dollar investment made in the hotel site:

Tax Year	Tax Collected	Incentive Amount	
2015	$ 5,671.14	$ 2,835.57	
2016	26,393.32	13,196.66	
2017	27,488.68	13,744.37	
2018	28,163.24	14,081.65	
2019	31,444.44	15,722.24	
2020	23,296.72	11,648.36	
2021	41,602.46	20,801.23	
2022	41,341.87	20,670.94	
2023	42,994.62	21,497.33	
2024	39,446.10	19,723.05	
	$ 307,842.59	$ 153,921.40	paid as of 1/2025
2025	50,792.57	$ 25,396.29	estimated payment for 2025 collections
	$ 358,635.16	$ 179,317.69	Total estimated through 2025

Community Benefits:

- **Job Creation:** The hotel has generated new employment opportunities, strengthening the local economy.
- **Revenue Growth:** Hotel tax receipts in 2024 increased by 49.4% compared to the

second year of opening in 2016. The COVID-19 pandemic severely impacted revenues in 2020.

Agreement Terms:

- Prenivi, LLC will receive a rebate of 50% of the hotel tax collected for up to five years.
- The rebate is capped at $750,000, including the amount already paid under the original agreement. The agreement will cease if $750,000 cap is reached before the end of the 5-year period.

This initiative aims to support local business growth while reinforcing economic development in the community.

STAFF RECOMMENDATION

Staff recommends approval of an incentive agreement with Prenivi, LLC. for an amount not to exceed $596,078.60, with a funding source of 50% of the hotel tax collected from Prenivi, LLC.

ATTACHMENTS

1. Hotel Tax Incentive Renewal

AGREEMENT

The Agreement is entered into by the Coweta Industrial Development Authority ("CIDA"), an Oklahoma Trust, and Prenivi, LLC, an Oklahoma limited liability company ("Company").

RECITALS

1. The Company operates and maintains a hotel business with related activity ("Facility") located in the City of Coweta, Wagoner County, State of Oklahoma ("Property"), more particularly described as follows:

   A tract of land in the NE/4 and the SE/4 of Section 12, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows to wit:

   Commencing at the NE corner of the NE/4 SE/4 of said Section 12, thence N89º 57' 00"W and along the North line of said NE/4 SE/4 for 526.80 feet to the Easterly line of OSH #51 as described in Book 227 at Page 87 of the records of the County Clerk of said County and State to the point of Beginning, thence S28º 36' 11"E for 80.30 feet along said right of way, thence S89º 57' 00"E for 286.40 feet, thence N00º 02' 00"W for 367.82 feet to a point, thence due west for 258.70 feet to a point, thence S00º 02' 00"E for 297.13 feet to appoint on the North line of said NE/4 SE/4, thence N89º 57' 00"W and along the North line of said NE/4 SE/4 for 66.10 feet to the Point of Beginning.

   Physical address is: 13593 South Hwy 51
Coweta, Oklahoma 74429

2. CIDA, by approval of this agreement, has made a legislative decision that a public purpose exists that supports the renewal of incentives to Company. The benefits to the public include, but are not limited to:

   (a) The continued use of property that had remained vacant for many years, without significant economic activity, with a total investment by Company at this location in the approximate amount of $3,750,000.

(b) The retention of jobs for the residents of the City of Coweta, Oklahoma, especially considering the employment losses in the Coweta area and limited employment opportunities for the residents of the City of Coweta, Oklahoma;

(c) Additional opportunities for the residents of the City of Coweta, Oklahoma, for the purpose of improving the quality of life of the residents of the City;

(d) The continuation of additional sales tax opportunities, both as a direct result of the development and indirectly to the surrounding businesses that will benefit from the increased economic activity in the area;

(e) By approval of this agreement, CIDA finds that there is a direct relationship between the amount of taxes generated by Company and the economic benefits, jobs benefits, and quality of life benefits realized by the residents of the City of Coweta, Oklahoma.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, CIDA and the Company agree as follows:

A. <u>Hotel Tax Incentive Contribution</u>. For a period commencing on July 1, 2025, and continuing until the following June 30, CIDA shall pay to the Company fifty percent (50%) of the Hotel Tax that is collected in tax generated from any and all persons doing business with Company, not to exceed $750,000.00 during the life of the previous agreement and this renewal (the "Hotel Tax Incentive Contribution"). Thereafter, this agreement shall have four (4) additional renewal years, in which the agreement shall be resubmitted for approval to the Trustees for the Coweta Industrial Development Authority for renewal for each of the subsequent years, with a review of the above public purposes to ensure that there is a continuing public benefit to this agreement. Provided, the Hotel Tax Incentive Contribution:

(1) Shall apply to the Hotel Tax generated from Company and any other CIDA approved assignee.

(2) Shall authorize CIDA staff to issue payment from CIDA, to the Company, on an annual basis within 30 days after the December Hotel Tax is remitted to the City.

(3) Shall not be reduced or offset by the CIDA at any time.

(4) Shall continue in an amount equal to fifty percent (50%) of the Hotel Tax Incentive Contribution over a five (5) year period as stated above without regard to whether the total Hotel Tax percentage is increased or decreased during the term hereof.

(5) Shall cease at the earlier of the end of a Term of five (5) years, or whenever Company has been reimbursed a total of seven hundred fifty thousand dollars ($750,000) by the original agreement and renewal, whichever shall occur first.

B. Records. CIDA shall maintain accurate records of all Hotel Tax revenue received, either directly or indirectly, for sales made by Company or any CIDA approved assignee,. CIDA shall provide the Company with a written summary of the Hotel Tax revenues, in a form reasonably acceptable to the Company, concurrently with delivery of payment from CIDA to the Company as required by this agreement. The Company shall have the right to inspect any and all such records, during normal business hours of CIDA. The Company can also obtain an accounting and/or audit of such records, at the sole cost of the Company.

C. Miscellaneous.

(1) Each individual and entity executing this agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this agreement to the terms hereof.

(2) This agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this agreement.

(3) Any waiver, modification, consent or acquiescence with respect to any provision of this agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

(4) If any provision or provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(5) This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other

counterpart identical thereto except having additional signature pages executed by other parties to this agreement attached thereto.

(6) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this agreement.

(7) Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CIDA Trust Manager
P.O. Box 850
Coweta, OK 74429

Prenivi, LLC
Attn: Reena Patel
14050 South Hwy. 51
Coweta, OK 74429

Any party may change its address for notice, by written notice, given to the other in the manner provided in this section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by electronic communication on a business day before 5:00 p.m., or three (3) days after being placed in the U.S. Mail, if mailed.

(8) CIDA and the Company agree to cooperate with each other and act in good faith and with fair dealing throughout the effective term of this agreement. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this agreement.

(9) The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

(10) Wherever possible, each provision of this agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement. PROVIDED, IT IS SPECIFICALLY UNDERSTOOD THAT IF ANY RIGHT OF BENEFIT GRANTED TO THE COMPANY BY THIS AGREEMENT HEREAFTER SHALL BE NULLIFIED BY ANY SUBSEQUENT ACTION OF CIDA, A COURT OF LAW, OR ANY OTHER LAWFUL AUTHORITY, THE COMPANY SHALL HAVE THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE THIS AGREEMENT. THE COMPANY AGREES THAT, IF IT TERMINATES THE AGREEMENT AS AFORESAID, IT WILL DELIVER WRITTEN NOTICE OF SUCH TERMINATION TO CIDA FORTHWITH AFTER THE COMPANY DECIDES TO TERMINATE THE AGREEMENT.

(11) The language in all parts of this agreement shall be in all cases construed simply according to its fail meaning and not strictly for or against any of the parties hereto. This agreement shall not be construed for or against either party on the basis of which party drafted the agreement or any provision therein.

(12) Paragraph headings of this agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this agreement. References to “paragraphs” or “¶” are to paragraphs of this agreement, unless otherwise specifically provided.

(13) This agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns as long as any successor company is an entity whose primary activity is the marketing of groceries. Neither this agreement nor any of the rights or obligations of the parties hereunder shall be transferred or assigned by any party without the prior written consent of the non-assigning party; which consent shall not be unreasonably withheld or delayed.

(14) Notwithstanding anything to the contrary contained herein, this agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of the parties with respect to the obligations as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 3rd day of November 2025.

PRENIVI, LLC

By: ____
Reena R. Patel

THE CITY OF COWETA, OKLAHOMA,

____
Naomi Hogue, Mayor

THE COWETA INDUSTRIAL DEV. AUTH.,

____
Naomi Hogue, Chair

ATTEST:

____
Marcy Kilgore, City Clerk/Trust Secretary

APPROVED:

____
Patrick T. Boulden, Trust Attorney

P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager
Re: **ANIMAL SHELTER SERVICES AGREEMENT WITH CITY OF BIXBY**
Date: November 3, 2025

BACKGROUND

The City of Bixby currently lacks a municipal facility to accommodate stray dogs.

To address this gap, Bixby has proposed a contractual agreement with the City of Coweta to utilize the Coweta Animal Shelter. Under the terms of the agreement, Coweta would accept up to 25 dogs per month, with Bixby compensating Coweta $1,800 monthly for the service. Bixby anticipates an intake of approximately five dogs per month.

In addition to this arrangement, both cities are exploring a potential expansion of the Coweta Animal Shelter, with Bixby offering support to help increase the facility's capacity for housing animals.

STAFF RECOMMENDATION

Staff recommends a motion to approve an agreement with the City of Bixby to provide animal shelter services at the Coweta Animal Shelter.

ATTACHMENTS

1. Agreement for Animal Shelter Services

AGREEMENT FOR ANIMAL SHELTER SERVICES

This Agreement is made on the ___ day of __________________, 2025, by and between:

- City of Bixby, Oklahoma, 116 West Needles Avenue, P.O. Box 70, Bixby, OK 74008 (“City”), and
- City of Coweta, Oklahoma (“Vendor”),

for the provision of animal shelter services to the City of Bixby, subject to the terms and conditions set forth herein.

PART II. TERM OF AGREEMENT

The Vendor shall commence services on November 15, 2025. This Agreement may be terminated as provided in Part VII, Section 1.

PART III. SCOPE OF SERVICES

The Vendor shall provide Animal Shelter Services in accordance with ***The Guidelines for Standards of Care in Animal Shelters (Vol. 1 No. S1, 2022),*** including but not limited to:

1. Providing cages, daily care, and impoundment for animals delivered by Bixby Police or Animal Control/Code Enforcement Officers (“City Animals”).
2. Conducting intake examinations of City Animals, including medical condition, microchip presence, age, sex, breed, photograph, and assistance with locating owners.
3. Humane euthanasia of animals that are severely injured or diagnosed with terminal medical conditions.
4. Providing Bixby Police with a building passcode and/or physical key for after-hours access to store animals.

PART IV. ADMINISTRATION

1. Safety Training:
   The Vendor shall, at its sole cost, prepare and conduct any required or elective safety training on any City of Coweta equipment or apparatus used in providing shelter services.

2. Reporting: The Vendor shall provide standardized monthly reports, as defined by the City, to accompany each monthly payment invoice.

3. The City of Bixby:
   Agrees to maintain at a minimum one trained full-time Animal Control Officer. This ACO will assist, as required, the City of Coweta ACO in capturing, processing, and ensuring the safe return of City Animals to their legal owners as quickly as possible.

4. The City of Bixby:

The City of Bixby ACO must remain knowledgeable and trained on the current tracking system used by the City of Coweta for City Animal processing. They shall request training on this system when needed.

PART V. COMPENSATION

The City shall pay the Vendor for services described in Part III upon receipt of the Vendor's monthly invoice. Payment shall be made within thirty (30) days of receipt of the invoice.

1. Monthly Fixed Fee:
   - $1,800 per month for up to twenty-five (25) animals per calendar month.
2. Additional Fees:
   - Rabies testing: $375.00 per animal
3. Modification of Fees:
   Any changes to this fee schedule must be approved in writing by both parties.
4. Annual Appropriation:
   Compensation under this Agreement is subject to the City Council's annual appropriation of sufficient funds. In accordance with Article 10, Section 26 of the Oklahoma Constitution, if the City Council fails to appropriate adequate funds in any fiscal year, this Agreement shall be null and void without further action by either party.

PART VI. NOTICES

All reports and notices shall be emailed to a designated address provided by the City of Bixby and may also be delivered to:

The Chief of Police
Attn: Animal Control
City of Bixby
116 West Needles Avenue
P.O. Box 70
Bixby, OK 74008

PART VII. MISCELLANEOUS PROVISIONS

1. Term and Termination
   This Agreement shall remain in effect from **November 15, 2025**, through **June 30, 2026.** Thereafter, it shall automatically renew on a month-to-month basis unless either party provides written notice of termination at least thirty (30) days prior to the end of the current term. The City shall pay the Vendor for all services performed through the termination date.
2. Constitutional Debt Limitation

This Agreement is subject to annual appropriation of adequate funds by the City Council, consistent with Article 10, Section 26 of the Oklahoma Constitution.

3. Insurance
   The Vendor shall maintain, at a minimum, the following coverage:

   - $1,000,000 General Liability

   - All Workers' Compensation and Employer's Liability

4. Successors and Assigns
   This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

5. Assignment
   Neither party may assign or transfer rights or interests under this Agreement without prior written consent of the other, except as required by law. The Vendor may employ subcontractors or associates as necessary to perform services, provided that such arrangements do not release the Vendor from its obligations.

6. Independent Contractor
   The Vendor is an independent contractor and shall be responsible for all federal and state taxes, contributions, and related obligations. Nothing in this Agreement shall create an employer-employee relationship between the parties.

7. Governing Law and Venue
   The laws of the State of Oklahoma shall govern this Agreement. Venue shall lie in Tulsa County, Oklahoma.

8. Compliance with Laws
   The Vendor, its agents, employees, and subcontractors shall comply with all applicable federal, state, and local laws, ordinances, and regulations.

9. Force Majeure
   Neither party shall be deemed in default for delays or failure to perform caused by events beyond their reasonable control, including but not limited to natural disasters, acts of war, terrorism, civil unrest, or major technology failures.

10. Entire Agreement
    This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or representations. No modification shall be valid unless made in writing and signed by both parties.

This Agreement is made on the ____ day of __________, 2025, by and between:

- City of Bixby, Oklahoma, 116 West Needles Avenue, P.O. Box 70, Bixby, OK 74008 ("City"), and

- City of Coweta, Oklahoma ("Vendor"),

for the provision of animal shelter services to the City of Bixby, subject to the terms and conditions set forth herein.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BIXBY, OKLAHOMA

By: ____________________________________
Name:
Title:

Attest: ____________________________________
City Clerk

Approved as to Form: _________________________
City Attorney

CITY OF COWETA, OKLAHOMA

By: ____________________________________
Name:
Title:

Attest: ____________________________________
City Clerk

Approved as to Form: _________________________
City Attorney

P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager
Re: **RESOLUTION 2025-39 SELECTING A BRIDGE INSPECTOR**
Date: November 3, 2025

BACKGROUND
The Oklahoma Department of Transportation (ODOT) administers the federal bridge inspection program, ensuring that certain bridges managed by local agencies undergo annual inspections. ODOT prequalifies a pool of consultants and then offers each agency three selection pathways: conduct its own interviews and choose a consultant, delegate the selection to ODOT, or adopt the consultant already selected by the county. Given our collaborative relationship with Wagoner County and our shared responsibility for several roadways, it is most efficient to engage the same prequalified consultant for regional bridge inspections.

STAFF RECOMMENDATION
Staff recommends the adoption of Resolution 2025-39.

ATTACHMENTS
1. Reso 2025-39 Bridge Inspections

CITY OF COWETA, OKLAHOMA
RESOLUTION 2025-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; CONCERNING BRIDGE INSPECTION RESPONSIBILITY BY LOCAL GOVERNMENT FOR COMPLIANCE WITH NATIONAL BRIDGE INSPECTION STANDARDS AND SELECTION OF BRIDGE INSPECTION CONTRACTS FOR APRIL 1, 2026 THROUGH MARCH 31, 2028.

WHEREAS, the City of Coweta has the responsibility of bridge maintenance and safety inspections; and

WHEREAS, the City of Coweta has the following options:

(1) Select one of ODOT's prequalified engineering firms.
(2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer fully qualified as mandated by the NBIS (National Bridge Inspection Standards).
(3) Use the same consultant as Wagoner County.
(4) Let ODOT make your selection.

NOW THERFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA THAT:

Section 1. The City Council of the City of Coweta moves to select option #3 and choose:

Burgess & Niple (B&N)/ H.W. Lochner
210 Park Avenue, Suite 2930
Oklahoma City, Oklahoma 73102

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ON THIS 3rd DAY OF NOVEMBER 2025.

____
Naomi Hogue, Mayor

Approved as to form:

____
Patrick Boulden, Interim City Attorney

ATTEST:

____
Marcy Kilgore, City Clerk

P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager

Re: **ORDINANCE 910 - AMENDING COWETA CITY CODE TITLE 1, "ADMINISTRATION", CHAPTER 1-13, "CITY RECORDS"**

Date: November 3, 2025

BACKGROUND

Effective November 1, 2025, amendments to the Oklahoma Open Records Act became law, pursuant to Senate Bill 535, 2025 O.S.L. 404 §2. This prompted a City Attorney review of the City's Open Records ordinances, codified in Coweta City Code Title 1, "Administration", Chapter 1-13, "City Records", Sections 1 13-1 through 1 13-4, and his recommendation that these ordinances be updated for consistency with the new law, together with some additional requirements. The changes proposed include the following:

- The addition of a statement of the purposes of the Open Records Act and these ordinances, as well as a definition for what is a "record."
- The identification of additional department heads who will act as "Official Custodians" of records.
- The inclusion of "Spoliation" provisions, which is the intentional or negligent destruction, alteration, or failure to preserve evidence, including City records, and placing a duty on every elected official, officer, employee, or contractor to preserve records that might be used as evidence in a claim or lawsuit involving the City.
- Incorporating language from the Open Records Act detailing how to address unreasonably vague and open-ended records requests.
- Providing for the collection of fees for the search, copying, and production of requested open public records which shall be in accordance with a fee schedule established by the City Council.
- Providing for the prepayment of fees if the estimated cost of a records search and copying exceeds $75.00.

STAFF RECOMMENDATION

The City Attorney recommends the Council adopt these ordinance amendments for consistency with the new law.

ATTACHMENTS

1. Ordinance 910 Amending Ch 1-13 City Records Final

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 910

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA; AMENDING COWETA CITY CODE TITLE 1, "ADMINISTRATION", CHAPTER 1-13, "CITY RECORDS", SECTIONS 1-13-1 THROUGH 1-13-4, REGARDING COMPLIANCE WITH THE OKLAHOMA OPEN RECORDS ACT; DESIGNATING OFFICERS AND EMPLOYEES WHO SHALL SERVE AS RECORDS CUSTODIANS; PROVIDING FOR THE PROTECTION OF CERTAIN RECORDS FROM SPOLIATION; ESTABLISHING CRITERIA FOR THE IDENTIFICATION OF RECORDS REQUESTED FOR EXAMINATION OR COPYING; PRESCRIBING PROCEDURES FOR THE ASSESSMENT OF FEES FOR PROCESSING OPEN RECORDS REQUESTS; PROVIDING FOR THE ADVANCE PAYMENT OF FEES ASSESSED FOR CERTAIN RECORDS SEARCHS AND COPYING; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, THAT:

Section 1. Coweta City Code Title 1, "Administration", Chapter 1-13 "City Records", Sections 1-13-1 through 1-13-4, be and the same are now amended to read as follows:

"**1-13-1 Custodians Of Records**

A. *Purpose.* The Oklahoma Open Records Act, Title 51, Oklahoma Statutes Sections 24A.1 et seq. (Open Records Act' or 'Act') provides: The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power.' (Section 24A.2.) Accordingly, the purpose of this chapter is to adhere to these mandates to provide the public prompt, reasonable access to the City's public records, and to establish reasonable procedures to protect the integrity and organization of the City's records, while preventing excessive disruptions of its essential functions.

B. *Definition of a Record*. As used in this chapter and consistent with the Act, a 'record' means all documents including, but not limited to, any book, paper, photograph, microfilm, data files, email, voicemail, or text message created by or used with computer software, computer tape, disk, record, sound recording, film recording, video record or other material regardless of physical form or characteristic, created by, received by, under the authority of, or coming into the custody, control or possession of public officials, public bodies or their representatives in connection with the transaction of public business, the expenditure of public funds or the administering of public property. As used in this chapter 'record' does not mean computer software or non-government personal effects.

C. *Official custodians*. The following City officials and employees are appointed as official custodians for purposes of the Oklahoma Open Records Act and are charged with the full authority, powers, duties, and responsibilities provided for a 'public body' in compliance with that Act with respect to the following listed public records:

1. *City Clerk*. All public records kept and maintained in the City Clerk's office, including records of the Coweta Industrial Development Authority, and all other public records not provided for in the following subsections or elsewhere in this chapter;

2. *City Treasurer*. All public records kept and maintained in the City Treasurer's office;

3. *Chief of Police*. All public records kept and maintained in the City Police Department;

4. *Fire Chief*. All public records kept and maintained in the City Fire Department;

5. *City Attorney*. All public records kept and maintained in the City Attorney's office;

6. *Court Clerk*. All public records kept and maintained in the Municipal Court;

7. *City Librarian*. All public records kept and maintained in the City library.

8. *Public Works Director*. All public records kept and maintained in the Public Works Department, including records of the Coweta Public Works Authority; and

9. *Community Development Director*. All public records kept and maintained in the Coweta Community Development Department, including records of the Coweta Planning Commission and the Coweta Board of Adjustment.

10. *Unidentified Departments or Offices*: Those departments or offices not listed in this subsection which are supported in whole or in part by public funds or entrusted with the expenditure of public funds or administering or operating public property of the City of Coweta or a public trust created for the benefit of the City of Coweta shall have an official custodian designated by the City Manager unless and until the City Council designates one by amendment of this ordinance,

D. *Additional records custodians*.

1. Each of the official custodians appointed in subsection A of this section is authorized to designate any subordinate officers or employees to serve as records custodians. The records custodians shall have such duties and powers as are set out in the Oklahoma Open Records Act.

2. Whenever an official custodian shall appoint another person as a records custodian, they shall give notice to the City Clerk of such designation and the City Clerk shall maintain a register of all such designations.

E. *Duties*. All City officials and employees appointed or designated under this chapter shall protect public records from damage and disorganization; prevent excessive disruption of the essential functions of the City; provide assistance and information upon request; ensure efficient and timely action and response to all applications for inspection of public records; and carry out the procedures adopted by the City for inspecting and copying open public records.

F. *Spoliation*. Spoliation is the intentional or negligent destruction, alteration, or failure to preserve evidence which is relevant to any potential or documented legal claim against the City, its officers and employees. This can include written physical records, electronic data, emails, text messages, electronically stored information, or any other tangible property that the City has a duty to preserve for pending or foreseeable litigation. When spoliation occurs, the officer or employee responsible may face civil penalties from the court, in addition to the City being barred from presenting certain evidence, arguments, or summary judgment.

G. *Duty to Protect Records Against Spoliation.* Whenever any City elected official, officer, employee, or contractor has any actual or constructive knowledge of any implied, potential, or documented legal claim against the City, whether formally notified by the City Manager, City Attorney, or City Clerk, or not, they shall take immediate steps to preserve any and all records, information, or other evidence until notified by the City Manager, City Attorney, or City Clerk.

1-13-2 Requests For Records

A. All members of the public, seeking access to, or copies of, a public record in accordance with the provisions of the Oklahoma Open Records Act, shall address their requests to the custodian charged with responsibility for the maintenance of the record sought to be inspected or copied.

B. Whenever any City official or employee appointed or designated as a custodian under this chapter is presented with a request for access to, or copy of, a public record, which record the custodian does not have in his possession or has not been given responsibility to keep and maintain, the custodian shall advise the person requesting the record. The person making the request shall be informed as to which custodian the request should be addressed, if such is known by the custodian receiving the request.

1-13-3 Procedures

A. *Procedures regarding both inspection and copying of open public records*. The following procedures regarding both inspection and copying of open records are adopted and shall be applied by each official custodian and records custodian:

1. Consistent with the policy, duties and procedures established by the Oklahoma Open Records Act, records custodians shall provide full access and assistance in a timely and efficient manner to persons who request access to open public records;

2. Records custodians shall protect the integrity and organization of public records with respect to the manner in which such records are inspected and copied;

3. Records custodians may prevent excessive disruptions of essential functions and provide the record at the earliest possible time;

4. All inspections and copying of open public records shall be performed by, or under the supervision of, the records custodian responsible for such records;

5. All persons requesting the inspection of or a copy of open public records shall make such request in writing prior to the request being honored; except that no form shall be required for requests made for records which have been reproduced for free public distribution;

6. All record inspection and copying forms are to be completed by the person requesting the record. The records custodian may demand reasonable identification of any person requesting a record. If a records request is unreasonably vague, open-ended, or otherwise does not describe the requested record with reasonable specificity, the records custodian may ask the requestor to clarify the request. To have reasonable specificity, a request shall:

    a. specify a general time frame within which the requested records would have been created or transmitted,

    b. seek identifiable records, rather than general information without any qualifiers or other specifications, and

    c. include search terms that are sufficiently specific to assist the records custodian in identifying the requested records.

    If the records custodian has engaged with the requestor to seek the information needed to fulfill the request and to identify the records sought by the requestor, including providing the requestor with general topics or a specific list of records related to the request, the request may be denied if it is still not reasonably specific;

7. Records custodians and employees processing a request shall record all billable time, on the day the work is completed, within five (5) minute increments;

8. Any fees for record inspection or copying shall be paid at the time the records or copies are provided to the requestor, unless the records custodian has required advance payment of such fees. Payments shall be made payable to the City of Coweta and immediately deposited with the City Treasurer;

9. The records custodian or City Clerk shall demand full or partial prepayment of fees whenever the estimate for such fees exceeds the amount set out in CCC 1-13-4B;

10. No record search or copying charge shall be assessed against officers or employees of the City who make requests which are reasonably necessary to the performance of their official duties;

11. Hours for making requests for inspection or copying shall be all regular working hours for each day the office maintains regular office hours;

12. Removal of open public records from the office where kept and maintained, for purposes of inspection or the making of copies, shall not be permitted; and

13. The procedures of this subsection, as well as any other inspection and copying procedures, shall be posted in a conspicuous place in the office of the records custodian.

B. *Procedures regarding inspection of open public records*. The following procedures regarding inspection of open public records are adopted and shall be applied by every official custodian and records custodian:

1. Records custodians shall handle all inspection requests in accordance with their duties to protect and preserve public records and to assist persons requesting inspection of open public records;

2. All request forms must be completed by the party requesting the record. In all cases, the party requesting must sign his or her individual name to the form. Written requests shall be made on the form provided by the records custodian and presented to the records custodian;

3. A written request is sufficient if it reasonably describes the record sought. In instances where the requestor cannot provide sufficient information to identify a record, the custodian shall assist in making such identification; and

4. The records custodian shall, upon making a denial of an inspection request, forward a copy of the denial to the City Manager.

C. *Procedures regarding copies of open public records*. The following procedures regarding copies of open public records are adopted and shall be applied by each official custodian and records custodian:

1. Records custodians shall handle all copy requests in accordance with their duties to protect and preserve public records and to assist persons requesting copies of open public records;

2. All request forms must be completed by the party requesting the copies. In all cases, the party requesting must sign his or her individual name to the form. Written requests shall be made on the form provided by the records custodian;

3. Mechanical reproduction of a record shall not be undertaken when it is the judgment of the records custodian that any available means of mechanically reproducing the subject record is likely to cause damage to such record; and

4. No copy fee shall be assessed when multiple copies of the record requested have been prepared for free public distribution, or when the records custodian determines that the cost of charging and handling the fee exceeds the cost of providing a copy without charge.

1-13-4 Fees

A. *Fees established*.

1. *Inspection*. Where a request has been made for the inspection of an open public record, no fee shall be charged, except for the direct costs of the records search.

2. *Copies*.

    a. Fees for the search, copying, and production of requested open public records shall be in accordance with a fee schedule established by the City Council, by motion or resolution, to cover the direct cost of labor, materials, and equipment. This schedule shall be posted at the City's principal place of business and with the Wagoner County Clerk.

    b. For copying any open public record which cannot be reproduced by photocopying, such as a computer printout or a blueprint, the requestor shall be charged the direct cost to the City, including the cost of labor, materials and equipment.

3. *Searches*. A *search* fee shall be charged to a requestor who is using the record solely for a commercial purpose or if the request would clearly cause excessive disruption of the essential functions of the City. Such fee shall be the direct cost to the City of producing the record, including the cost of labor, materials, and equipment as established by the City Council. As used in this chapter, 'excessive disruption' is presumptively defined as a request that requires more than one hour of any records custodian, employee, or contractor work to search, review, compile, and produce any requested record.

B. *Prepayment of fees*. A records custodian may require advance payment of a records search and any copying whenever the estimated cost exceeds seventy-five dollars ($75.00) or if the requestor has outstanding fees from any previous request. This advance payment shall be an estimate of the cost of copying, mechanical reproduction or searching for the record.

Any portion of an advance payment that exceeds the cost of responding to the request shall be returned to the requestor; otherwise all costs accrued shall be settled prior to producing or providing a copy of the requested record."

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part of it is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part of it.

Section 3. EMERGENCY CLAUSE. That an emergency is now declared to exist for the preservation of the public peace, health, and safety and, more particularly, to ensure and facilitate the public's right of access to and review of government records. Because of this emergency this ordinance shall take effect immediately from and after its passage and approval.

ADOPTED by the Coweta City Council with the Emergency Clause voted upon and approved separately, on this 3rd day of November 2025.

____
Naomi Hogue, Mayor

ATTEST:

____
Marcy Kilgore, City Clerk

APPROVED:

____
Patrick T. Boulden, City Attorney

PUBLIC NOTICE OF CHARGES FOR REPRODUCTION OF CITY RECORDS PURSUANT TO OPEN RECORDS POLICY OF CITY OF COWETA

Except as otherwise provided by law, the following schedule of charges shall apply to records requests pursuant to the open records ordinances of the City of Coweta and in compliance with Oklahoma's Open Records Act, Title 51 Oklahoma Statutes, Section 24A.1 and following. This schedule of charges is posted in the public access area of City Hall, 310 South Broadway, Coweta, OK 74429, and in the Wagoner County Clerk's Office. The type of record and the media on or through which it is provided is at each records custodian's discretion. Payment of fees in advance of production may be required if the estimated fees exceed Seventy-five Dollars ($75.00) or if the requestor has outstanding fees from previous requests. Any portion of an advance payment that exceeds the costs of responding to the request shall be returned to the requestor.

STANDARD COSTS FOR PRODUCTION OF OPEN RECORDS REQUESTS		
1.	Paper Reproduction	
	a. Legal sized or smaller (8.5 x 14" or smaller) - black and white	$0.25 per page
	b. Legal sized or smaller (8.5 x 1 4" or smaller) - color	$0.50 per page
	c. Ledger sized (11 x 17")	$0.50 per page
	d. Paper larger than 11 x 17" , microfilm, photographic paper, or other specialty papers	Actual cost of media and reproduction
2.	Digital Reproduction (scanned or electronically generated and processed for electronic delivery)	$0.15 per page
3.	Flash , thumb or USB drive , external hard drive , memory card, or other media	Actual cost+ $5.00
4.	U.S. Mail or Other Shipping Service	Actual cost
5.	Certification	$1.00 per page

PRODUCTION FEES FOR COMMERCIAL REQUESTS OR REQUESTS INVOLVING EXCESSIVE DISRUPTION

These fees are in addition to the Standard Costs for Production above. Per-hour costs will be billed in one-minute increments. Pre-payment of costs may be required.

"Excessive disruption" is defined as a request that requires more than one hour of employee work to compile and produce.

1.	$55.00 per hour
2.	$80.00 per hour when computer programing is required on a customized request
3.	$85.00 per hour when legal support or legal review is required
4.	$50.00 per hour when redaction of audio or video is required

This fee schedule was approved by the Coweta City Council on November 3, 2025.