

**INDEPENDENCE POWER AND LIGHT DEPARTMENT SMALL GENERATOR
INTERCONNECTION AGREEMENT (SGIA)**

(For Generating Facilities Larger Than 100 kW, and Operating in Parallel with Independence Power and
Light Power 13.2KV Distribution System)

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Appendix 1 – Description and Costs of the Small Generating Facility, Interconnection Facilities and Metering Equipment

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This Interconnection Agreement ("Agreement") is made and entered into this 10th day of July, 2017, by Independence Power & Light ("Power System Owner"), and MCP-Independence II, LLC ("Power Generator") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Power System Owner Information

Power System Owner: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Power Generator Information

Power Generator: MCP-Independence II, LLC
Attention: Loren Williamson
Address: 4031 NE Lakewood Way
Lee's Summit MO 64064
Phone: 816 251 4700
Email: LWilliamson@MCPower.com

Power Generator Application No: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Definitions

Applicable Laws and Regulations – 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.

Business Day – Monday through Friday, excluding Federal Holidays.

Default – The failure of a breaching Party to cure its breach under the Small Generator Interconnection Agreement.

Distribution System – The Power System Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Power System Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

In-Service Date – Date at which the small generating facility reaches commercial operation. For the purposes of this agreement the commercial operation date is the date that the small generating facility begins to send power to Power System Owners distribution system.

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Prudent Utility Practice(s) – 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. Prudent 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 – 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 the Power Generator, the Interconnection Provider, or any Affiliate thereof.

Power Generator Interconnection Customer: – Any entity, including the Power System Owner, the Transmission Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with the Power System Owner's Transmission System.

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

Interconnection Request – The Power Generator's request, in accordance with the Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Power System Owner's Distribution System.

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, Independent System Operator, control area, or the Power System Owner's requirements, including those set forth in the Small Generator Interconnection Agreement.

Party or Parties – The Power System Owner, Transmission Owner, Power Generator or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Power System Owner's Distribution System.

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

Small Generating Facility – The Power Generator's device for the production of electricity identified in the Interconnection Request, but shall not include the Power Generator's Interconnection Facilities.

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Power System Owner – 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.

Transmission System – The facilities owned, controlled or operated by the Power System Owner or the Transmission Owner that are used to provide transmission service under the Tariff.

Upgrades – The required additions and modifications to the Power System Owner's Distribution System at or beyond the Point of Interconnection. Upgrades do not include Interconnection Facilities.

Article 2. Scope and Limitations of Agreement

- 2.1 This Agreement shall be used for all Interconnection Requests submitted except for those submitted under Power System Owner's **Schedule NM-1 "Customer-Generator Net Metering Contract Service Rider."**
- 2.2 This Agreement governs the terms and conditions under which the Power Generator's Small Generating Facility will interconnect with, and operate in parallel with, the Power System Owner's Power System.
- 2.3 This Agreement does not constitute an agreement to purchase or deliver the Power Generator power. The purchase or delivery of power and other services that the Power Generator may require will be covered under separate agreements, if any. The Power Generator will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the Power System Owner.
- 2.4 Nothing in this Agreement is intended to affect any other agreement between the Power Generator and the Power System Owner.
- 2.5 **Responsibilities of the Parties**
 - 2.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Prudent Utility Practice.
 - 2.5.2 The Power Generator shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Prudent Utility Practice.
 - 2.5.3 The Power System Owner shall construct, operate, and maintain its Power System and Interconnection Facilities in accordance with this Agreement, and with Prudent Utility Practice.
 - 2.5.4 The Power Generator agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable

national and state codes and standards. The Power Generator agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Power System Owner and any Affected Systems.

2.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Appendices to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Power System Owner and the Power Generator, as appropriate, shall provide Interconnection Facilities that adequately protect the Power System Owners Power System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Appendices to this Agreement.

2.5.6 The Power System Owner shall coordinate with all Affected Systems to support the interconnection.

2.6 Parallel Operation Obligations

Once the Small Generating Facility has been authorized to commence parallel operation, the Power Generator shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth by the applicable system operator(s) for the Power Generator's Power System and; 2) the Operating Requirements set forth in Appendix 4 of this Agreement.

2.7 Metering

The buyer shall be responsible for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Appendices 1, 2 and 5 of this Agreement. Should the Power Generator's install metering, this equipment shall conform to applicable industry rules and Operating Requirements.

2.8 Reactive Power

2.8.1 The Power Generator shall design its Small 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 Power System Owner has established different requirements that apply to all similarly situated generators in the control area on a comparable basis.

2.9 Capitalized terms used herein shall have the meanings specified in the Definitions in Article 1 or the body of this Agreement.

Article 3. Inspection, Testing, Authorization, and Right of Access

3.1 Equipment Testing and Inspection

- 3.1.1 The Power Generator shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Power Generator shall notify the Power System Owner of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Power System Owner may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Power Generator shall provide the Power System Owner a written test report when such testing and inspection is completed.
- 3.1.2 The Power System Owner shall provide the Power Generator written acknowledgment that it has received the Power Generator's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Power System Owner of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Power Generator or the quality of power produced by the Small Generating Facility.

3.2 Authorization Required Prior to Parallel Operation

- 3.2.1 The Power System Owner shall use Reasonable Efforts to list applicable parallel operation requirements in Appendix 5 of this Agreement. Additionally, the Power System Owner shall notify the Power Generator of any changes to these requirements as soon as they are known. The Power System Owner shall make Reasonable Efforts to cooperate with the Power Generator in meeting requirements necessary for the Power Generator to commence parallel operations by the In-Service Date.
- 3.2.2 The Power Generator shall not operate its Small Generating Facility in parallel with the Power System Owner's Distribution System without prior written authorization of the Power System Owner. The Power System Owner will provide such authorization once the Power System Owner receives notification that the Power Generator has complied with all applicable parallel operation requirements.

3.3 Right of Access

- 3.3.1 Upon reasonable notice, the Power System Owner may send a qualified person to the premises of the Power Generator at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Power Generator shall notify the Power System Owner at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.
- 3.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Power System Owner shall have access to the Power Generator's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

- 3.3.3 Each Party shall be responsible for its own costs associated with following this article.

Article 4. Effective Date, Term, Termination, and Disconnection

4.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by the FERC. The Power System Owner shall promptly file this Agreement with the FERC upon execution, if required.

4.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of twenty-five years from the Effective Date or such other longer period as the Power Generator may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 4.3 of this Agreement.

4.3 Termination

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 Agreement (if required), which notice has been accepted for filing by FERC.

4.3.1 The Power Generator may terminate this Agreement at any time by giving the Power System Owner 20 Business Days written notice.

4.3.2 Either Party may terminate this Agreement after Default pursuant to article 7.6.

4.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Power System Owner's Distribution 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 SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.

4.3.4 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination

4.3.5 This provisions of this article shall survive termination or expiration of this Agreement.

4.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Prudent Utility Practice.

4.4.1 Emergency Conditions -- "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 the Power System Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Power System Owner's Interconnection Facilities; or (3) that, in the case of the Power Generator, is imminently likely (as determined in a non- discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the Power Generator's Interconnection Facilities. Under Emergency Conditions, the Power System Owner may immediately suspend interconnection service and temporarily disconnect the Small

Generating Facility. The Power System Owner shall notify the Power Generator promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Power Generator's operation of the Small Generating Facility. The Power Generator shall notify the Power System Owner promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Power System Owner's Distribution System. 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 both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

4.4.2 Routine Maintenance, Construction, and Repair

Each Party may interrupt interconnection service or curtail the output of the Small Generating Facility and temporarily disconnect the Small Generating Facility from the Power System Owner's Distribution System when necessary for routine maintenance, construction, and repairs on the Power System Owner's Distribution System. 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 the Parties. To the extent feasible, routine maintenance requiring disconnection should occur between sunset and sunrise. 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. .

4.4.3 Forced Outages

During any forced outage, the Power System Owner may suspend interconnection service to effect immediate repairs on the Power System Owner's Distribution System. The Power System Owner shall use Reasonable Efforts to provide the Power Generator with prior notice. If prior notice is not given, the Power System Owner shall, upon request, provide the Power Generator written documentation after the fact explaining the circumstances of the disconnection.

4.4.4 Adverse Operating Effects

The Power System Owner shall notify the Power Generator as soon as practicable if, based on Prudent Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the Power System Owner's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Power Generator upon request. If, after notice, the Power Generator fails to remedy the adverse operating effect within thirty (30) days, the Power System Owner may disconnect the Small Generating Facility. The Power System Owner shall provide the Power Generator with five Business Day notice of such disconnection, unless the provisions of article 4.4.1 apply.

4.4.5 Modification of the Small Generating Facility

The Power Generator must receive written authorization from the Power System Owner before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Distribution System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Prudent Utility Practice. If the Power Generator makes such modification without the Power System Owner's prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

4.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and the Power System Owner's Distribution System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 5. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

5.1 Interconnection Facilities

5.1.1 The Power System Owner shall provide the Interconnection Facilities itemized in Appendix 5 of this Agreement. The Power System Owner's responsibility shall end at the high-voltage side of the Power Generator provided transformer(s). Interconnection Facility needs shall be reasonable by Power System Owner standards. Interconnection Facility costs associated with connection to the Power System Owner may be shared with Power Generator by agreement.

5.1.2 The Power Generator shall be responsible for its share of all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities. The Power Generator has agreed to provide the conduit from the Power Generators transformers to the Power System Owners interconnection facility poles. The conduit shall be installed to the Power System Owners specifications and design. The Power System Owner will determine the location of the interconnection facility poles and underground conduit with the agreement of the Power Generator. The Power Generator shall obtain or provide easements for the Power System Owners interconnection facilities. The Power System Owner will provide and install primary voltage cables, connections and arresters. The primary voltage cables and connections will be owned, operated and maintained by the Power System Owner. The Power System Owner shall have access to the Power Generators Transformer for this purpose.

5.2 Distribution Upgrades

The Power System Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix 5 of this Agreement. If the Power System Owner and the Power Generator agree, the Power Generator may construct Distribution Upgrades that are located on land owned (or leased) by the Power Generator. In the event the Buyer incurs costs associated with adding facilities and infrastructure needed to accommodate additional solar capacity, Seller and/or its assignees will reimburse to the Buyer the actual cost of said additional facilities and infrastructure up to two hundred fifty thousand dollars (\$250,000.00).

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 Within three months of completing the construction and installation of the Power System Owner's Interconnection Facilities and/or Upgrades described in the Appendices to this

Agreement, the Power System Owner shall provide the Power Generator with a final accounting report of any difference between (1) the Power Generator's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Power Generator's previous aggregate payments to the Power System Owner for such facilities or Upgrades. If the Power Generator's cost responsibility exceeds its previous aggregate payments, the Power System Owner shall invoice the Power Generator for the amount due and the Power Generator shall make payment to the Power System Owner within 30 calendar days. If the Power Generator's previous aggregate payments exceed its cost responsibility under this Agreement, the Power System Owner shall refund to the Power Generator an amount equal to the difference within 30 calendar days of the final accounting report.

6.2 [Intentionally Omitted]

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

7.1 Assignment

This Agreement may not be assigned without prior approval by Power System Owner; provided, however, the Power Generator may assign this Agreement to an affiliate without the consent of the Power System Owner. Notwithstanding the foregoing, the Power Generator must provide fifteen (15) days prior written notice to the Power System Owner prior to assigning this Agreement to an affiliate and the Power Generator shall remain liable under this Agreement until such affiliate assumes liability under this Agreement.

7.2 Limitation of Liability

The Power Generator's liability to the Power System Owner for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3 Indemnity

7.3.1 This provision protects the Power System Owner and the Power Generator from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, 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.

7.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, 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.

7.3.5 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 this article 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.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event 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 an act of negligence or intentional wrongdoing."

7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or

the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

- 7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement 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 Agreement, to recover from the defaulting 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 Agreement.

Article 8. Insurance

- 8.1 The Power Generator shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Power Generator shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Power System Owner, except that the Power Generator shall show proof of insurance to the Power System Owner no later than ten Business Days prior to the anticipated commercial operation date. A Power Generator of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.
- 8.2 The Power System Owner shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Power System Owner shall obtain additional insurance only if necessary as a function of owning and operating the Distribution System. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Power Generator, except that the Power System Owner shall show proof of insurance to the Power Generator no later than ten Business Days prior to the anticipated commercial operation date. A Power System Owner of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.
- 8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

- 9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party. For purposes of this Agreement all design, operating specifications, and metering data provided by the Power Generator shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
- 9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, 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 Agreement, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party shall, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. The Party shall notify the other Party to this Agreement when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 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.

Article 10. Disputes

- 10.1 Any claim or dispute that any Party may have against the other Party arising out of the Agreement shall be submitted in writing ("Notice of Dispute") to such other Party. The submission of a Notice of Dispute shall include a concise statement of the question or issue in dispute, together with relevant facts and documentation to fully support the claim.
- 10.2 The Parties shall attempt to resolve through informal means any dispute for which a Notice of Dispute is provided. Failing such informal resolution, a Party may initiate an action exclusively in the courts of competent jurisdiction located in Jackson County, Missouri.

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with FERC policy and Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Power System Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

- 12.1 Governing Law, Regulatory Authority, and Rules
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Missouri (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
- 12.2 Amendment
The Parties may amend this Agreement by a written instrument duly executed by both Parties.
- 12.3 No Third-Party Beneficiaries
This Agreement 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.
- 12.4 Waiver
 - 12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
 - 12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement 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 Agreement. Termination or default of this Agreement for any reason by Power Generator shall not constitute a waiver of the Power Generator's legal rights to obtain an interconnection from the Power System Owner. Any waiver of this Agreement shall, if requested, be provided in writing.
- 12.5 Entire Agreement
This Agreement, including all Appendices, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.
- 12.6 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither 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, the other Party.

12.7 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.8 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. FERC expects all Power System Owners, market participants, and Power Generators interconnected to electric systems 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 are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.9 Environmental Releases

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, any type of remediation activities, or erosion / storm water releases related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.10 Subcontractors

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

12.10.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.10.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Power Generator:

Power Generator: MCP-Independence II, LLC
Attention: Loren Williamson
Address: 4031 NE Lakewood Way
Lee's Summit MO 64064
Phone: 816 251 4700
Email: LWilliamson@MCPower.com

If to the Power System Owner:

Power System Owner: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Power Generator: MCP-Independence II, LLC
Attention: Loren Williamson
Address: 4031 NE Lakewood Way
Lee's Summit MO 64064
Phone: 816 251 4700
Email: LWilliamson@MCPower.com

Power System Owner: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Power Generator:

Power Generator: MCP-Independence II, LLC
Attention: Loren Williamson
Address: 4031 NE Lakewood Way
Lee's Summit MO 64064

Small Generator Interconnection Agreement (SGIA)

Phone: 816 251 4700
Email: LWilliamson@MCPower.com

If to the Power System Owner:

Power System Owner: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Power Generator's Representative:

Power Generator: MCP-Independence II, LLC
Attention: Loren Williamson
Address: 4031 NE Lakewood Way
Lee's Summit MO 64064
Phone: 816 251 4700
Email: LWilliamson@MCPower.com

Power System Owner's Representative:

Power System Owner: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

13.5 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Signatures on following page

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Power System Owner

By: 

Printed Name: Zachary C. Walker

Title: City Manager

Date: 7-10-17

For the Power Generator

Name: 

Printed Name: Anthony Ross

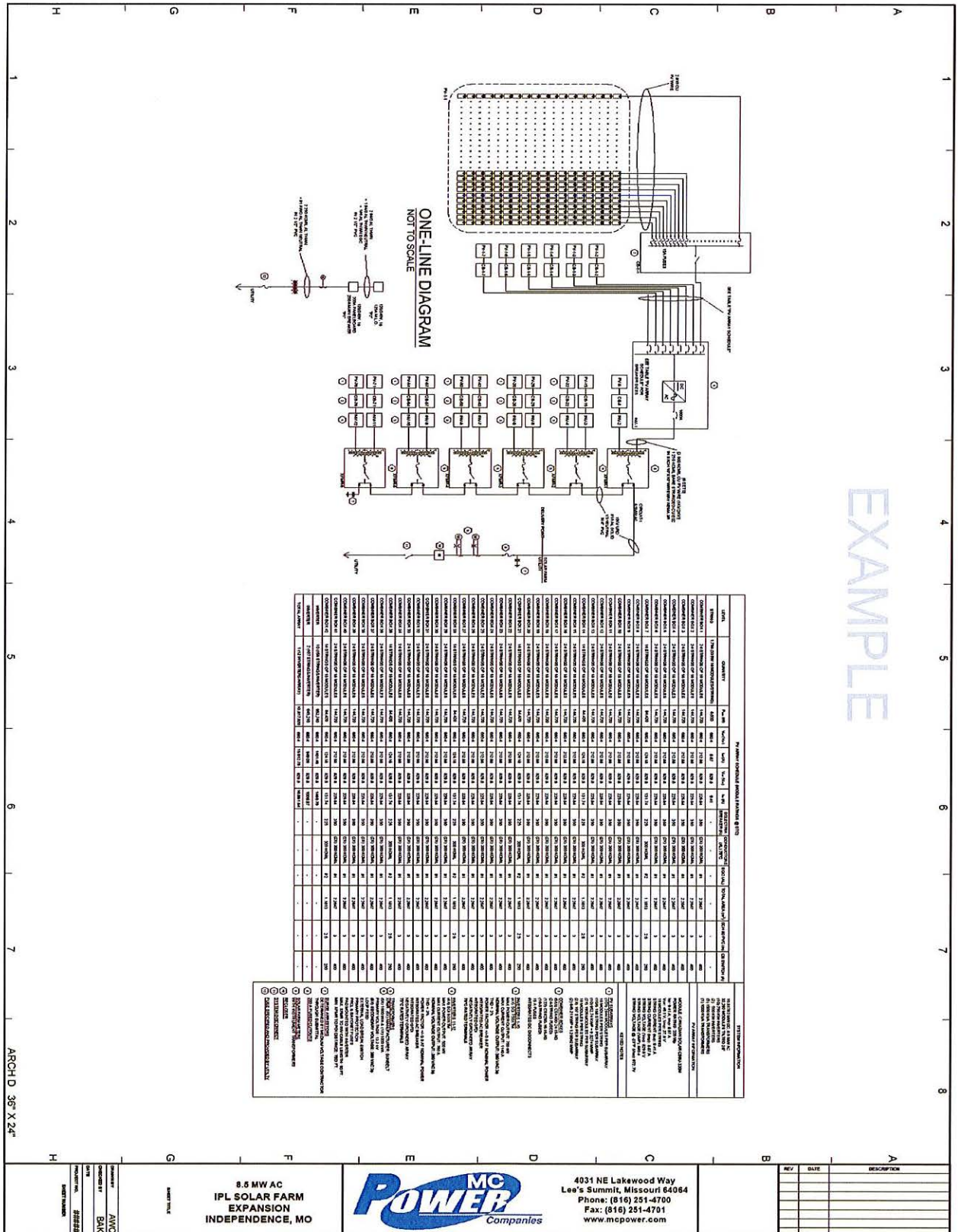
Title: President

Date: 7-10-17

**Description and Costs of the Small Generating Facility
Interconnection Facilities and Metering Equipment**

Equipment, including the Small Generating Facility and optional metering equipment shall be identified as being owned by the Power Generator. The Power System Owner will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and optional metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment and Upgrades



ARCH D 36" X 24"



CASH/COIN COLLECTED BY		DATE	
1	AMOUNT	2	DATE
3	AMOUNT	4	DATE
5	AMOUNT	6	DATE
7	AMOUNT	8	DATE
9	AMOUNT	10	DATE
11	AMOUNT	12	DATE
13	AMOUNT	14	DATE
15	AMOUNT	16	DATE
17	AMOUNT	18	DATE
19	AMOUNT	20	DATE
21	AMOUNT	22	DATE
23	AMOUNT	24	DATE
25	AMOUNT	26	DATE
27	AMOUNT	28	DATE
29	AMOUNT	30	DATE
31	AMOUNT	32	DATE
33	AMOUNT	34	DATE
35	AMOUNT	36	DATE
37	AMOUNT	38	DATE
39	AMOUNT	40	DATE
41	AMOUNT	42	DATE
43	AMOUNT	44	DATE
45	AMOUNT	46	DATE
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59	AMOUNT	60	DATE
61	AMOUNT	62	DATE
63	AMOUNT	64	DATE
65	AMOUNT	66	DATE
67	AMOUNT	68	DATE
69	AMOUNT	70	DATE
71	AMOUNT	72	DATE
73	AMOUNT	74	DATE
75	AMOUNT	76	DATE
77	AMOUNT	78	DATE
79	AMOUNT	80	DATE
81	AMOUNT	82	DATE
83	AMOUNT	84	DATE
85	AMOUNT	86	DATE
87	AMOUNT	88	DATE
89	AMOUNT	90	DATE
91	AMOUNT	92	DATE
93	AMOUNT	94	DATE
95	AMOUNT	96	DATE
97	AMOUNT	98	DATE
99	AMOUNT	100	DATE

**Additional Operating Requirements for the Power System Owners
Affected Systems Needed to Support
Power Generator's Needs**

The following requirements must be met by the Power Generator prior to initiating parallel operation with the Power System Owners Electrical Power System.

GENERAL

Introduction:

These requirements shall apply to all new small generation installations with the potential for interconnection to the IPL electric power system. Additionally these requirements shall apply to any additions to existing Generation facilities capable of connecting to the IPL electric power system. These guidelines provide the minimum requirements for safe and effective operation of a small generation installation. The Power Generator and IPL personnel will be guided by the document when planning and operating the generation installation.

IPL will permit any Power Generator to operate generating equipment in parallel with IPL's electric system whenever this can be done without adverse effects to the general public or to IPL equipment and personnel. Interconnections to the IPL system may be made at the transmission or distribution level.

This guide does not cover Power Generators desiring to connect generators and make electricity sales at wholesale. Power Generators desiring to sell electricity at wholesale shall comply with the form and provisions of the Small Generator Interconnection Agreement as established by the Federal Energy Regulatory Commission (FERC) and the requirements of the Southwest Power Pool (SPP).

Requirements:

These requirements apply to any connection to the IPL electric distribution system, operating at 13.2KV grounded WYE.

All new or modified generation facilities shall comply with all applicable codes, standards, and government regulations, environmental regulations, site control requirements, contracts, and operating agreements.

Power Generator shall be responsible for the cost of all engineering studies, design, modeling data, and installations required for connection with IPL's facilities, unless otherwise provided.

The Power Generator, with approval of proposed application, shall allow for a minimum of 120 days from the date of a written notice of its intent to connect facilities with IPL's distribution system.

IPL will retain the option to disconnect the generation facilities from the IPL system at its discretion if an unsafe situation exists such as a threat to the integrity of IPL's system or the failure of the Generation Owner to meet the procedures and requirements set forth herein.

Application Requirements:

Within 30 days of submitting a written request to connect facilities, but not less than ninety days prior to facility connection, IPL shall submit to Power Generator the preliminary general equipment requirements such as breaker(s), switches, supervisory control and data acquisition (SCADA), and existing IPL facility protection scheme, required for Power Generator to proceed with Facility Connection design. In addition, IPL shall notify owner of costs to evaluate the proposed Facility Connection.

Within sixty days after receipt of a complete copy of Power Generator's detailed engineering studies, design specifications, proposed protective relaying schemes, and payment of costs for evaluation, IPL shall review, perform analysis, and notify Power Generator of approval and/or conditions for acceptance. Should IPL be unable to evaluate Power Generator's request to connect as submitted, IPL shall provide Power Generator a written explanation of information required to complete the evaluation.

Only written notice shall constitute acceptance by IPL. Written approval by IPL does not waive any requirements pertaining to Power Generator's installation which may be governed by other jurisdictional bodies. Company's specifications and requirements are designed towards protecting the safety of life, quality of service and IPL's property, and do not assume nor ensure proper protection of Power Generator's facilities equipment during electrical faults.

Power Generator and IPL shall execute the appropriate Facility Connection Agreement prior to installation of any equipment.

IPL will require Power Generator's facility design to include an appropriate automatic disconnecting device to be controlled by any or all the following: overcurrent relays, automatic synchronizing relays, voltage relays, frequency relays, ground fault detection relays, reverse power relays or any other automatic relaying equipment necessary to ensure proper protection and safety of IPL employees, customers, equipment, and overall system integrity. IPL reserves the right to review, inspect, and approve Power Generator's design and shall not give approval to connect until any concerns related Power Generator's design have been remedied.

IPL shall install and maintain all metering equipment required to measure energy exchanged between Power Generator and IPL. Energy shall normally be measured at delivery voltage, however, IPL reserves the right to locate its metering at a place other than the point of connection and adjust for losses as appropriate. Such metering equipment shall be proven operational before electric operations begin.

Distribution Facility Connection Requirements:

IPLs distribution facilities operate at voltage rating of 13.2 KV. These facilities require strict standards of security, reliability, quality, and controllability.

Power Generator shall design to connect to the IPL Distribution 13.2 KV. If a transformer is required it will be provided and maintained by the bidder. Fusing information shall be provided for IPL to perform a coordination study.

The Power Generator's facility design shall conform to the grounding practices of IPL and all governing national standards.

Maintenance of Facility Connection shall be coordinated with IPL. IPL Safety and Hold Procedures will be observed in coordination of Facility Connection maintenance.

Fuses or circuit breakers with protective relays shall be required at the Facility Connection. Such line-sectionalizing devices may be required to be remotely controllable.

Sectionalizing devices shall require load breaking and fault interrupting capability and may be required to be gang operable.

Power Generator shall be integrate and operate according to protective relay schemes of IPL.

General Source Facility Connection Requirements:

Generating Source, 100 kVA and larger shall be three (3) phase to qualify for Facility interconnection with IPLs system facilities.

Supervisory Control and Data Acquisition (SCADA) shall be required by IPL at IPL expense to connect Generating Source to IPL facilities, unless waived by IPL.

The Power Generator will correct or disconnect from IPL when they are aware of or are notified by IPL of power quality issues including but not limited to voltage flicker and distortion of the current and voltage wave forms.

Generating Source Facility Connections – Distribution:

Generating Source shall not supply sustained fault current to IPL facilities.

Generating Source shall not close or reclose automatically onto a de-energized Facility Connection.

Disconnecting equipment shall have a visible break between Power Generator and Company facilities for connections above 600 volts.

Power Generator shall protect Generating Source from the effects of automatic reclosing of IPL facilities.

Aggregate installed generation on a distribution circuit shall not exceed 50% of peak load or 60% of rated line design capacity, unless otherwise approve by IPL.

Small Generation Interconnection will not be allowed where network protectors are utilized by IPL.

Harmonic distortion shall not exceed 5%.

Commissioning of the Facility Connection:

IPL may measure and document the harmonics present at the Facility Connection before and after such connection is made.

IPL or its designated agent shall verify metering equipment.

Testing record of protective relays and controls will be provided and approved by IPL.

Generation System Operation Requirements:

The Power Generator shall ensure competent personnel are available to operate, maintain, and repair connected generating equipment at all times when such equipment operates in parallel with IPL's facilities.

Power Generator shall provide all available operating data upon request.

Annual test of protective equipment and controls will be completed by the Power Generator and the records made available to IPL for review.

Protection Standards for Connected Generation Facilities:

IPL's minimum requirements are designed and intended to protect IPL facilities from damage.

IPL does not assume any responsibility for protection of any portion of the Power Generator's equipment.

The Power Generator is fully responsible for protecting its equipment from damage that may be caused by faults or other disturbances to the IPL system. The Power Generator is fully responsible for protecting the IPL system and its customers from damage due to operation of the Power Generator's facilities. The following guidelines and specifications do not relieve the Power Generator of any liability or obligations.

In the event of any damage or injury as a result of the operation of the Power Generator's equipment, either at the Generator Plant location or any other location in the IPL system, the Power Generator will be liable for all costs for such damages or injury.

Protection Requirements for Power Generating Facilities Connecting to the IPL Distribution System

- A The Power Generator shall provide a disconnect device which shall be:
 - A.1 rated appropriately for continuous service as well as interruption of any system faults as determined by the power system analysis.
 - A.2 controlled by protective relays, synchronizing relays, lockout devices and/or manual control switches.
- B The Power Generator shall provide equipment necessary for remote communications with the IPL SCADA system. This communications equipment shall be capable of:
 - B.1 transferring data to and from the IPL SCADA system
 - B.2 receiving a direct-trip signal initiated from IPL facilities
- C The Power Generator shall provide a protective relay scheme which shall:
 - C.1 prevent the sustained supply of fault current from the generator to IPL facilities
 - C.2 open the disconnect device for all faults and for deviations in frequency and/or voltage as specified by IPL
 - C.3 not reclose automatically
 - C.4 accept direct-trip signals initiated from IPL facilities
 - C.5 sense the voltage on both sides of the disconnecting device and prevent connection between the Power Generator and IPL facilities for phase angle differences greater than +/- 10 degrees and voltage differences greater than +/- 5 percent
 - C.6 monitor control power on trip coils, relays and the disconnect device
 - C.7 prevent closing the disconnect device for all fault and/or out-of- synchronization conditions on the IPL source
 - C.8 provide waveform and event capture of all opening and closing events
 - C.9 transmit position of disconnect device to IPS via the communications channel
 - C.10 transmit alarm conditions to IPS for trip coil failure, loss of control power or relay failure
 - C.11 transmit real-time telemetry of interconnection watt and var flows when generating
 - C.12 conform to the protection scheme shown in Appendix 2.

**Power System Owner's Description of its Upgrades
and Best Estimate of Upgrade Costs**

The Power System Owner shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Power System Owner Upgrade costs and annual expenses shall be categorized as distribution related.