

LEVEL 1 INTERCONNECTION APPLICATION

(For Lab-Certified Inverter-Based Distributed Generation Facilities 20 kVA or less in the Corn Belt ("G&T") area)

INSTRUCTIONS:

1. *Indicates required information.
2. Mail completed form with \$125 application fee to Midland Power Cooperative ("Cooperative").

INTERCONNECTED MEMBER-CONSUMER CONTACT INFORMATION <i>(Applicant must be owner or lessee of the facility)</i>					
*Owner / Company <i>(Legal Entity Name)</i>			* Contact Name		
* Mailing Address		* City		*State	*Zip
* Phone No. <i>(Daytime)</i>	Phone No. <i>(Evening)</i>	Facsimile No.	* Email Address		
ALTERNATE CONTACT INFORMATION <i>(If different from Member-Consumer Contact Information)</i>					
Owner / Company <i>(Legal Entity Name)</i>			Contact Name		
Mailing Address		City		*State	*Zip
Phone No. <i>(Daytime)</i>	Phone No. <i>(Evening)</i>	Facsimile No.	Email Address		
EQUIPMENT CONTRACTOR					
*Owner / Company Name			* Contact Name		
* Mailing Address		* City		*State	*Zip
* Phone No. <i>(Daytime)</i>	Phone No. <i>(Evening)</i>	Facsimile No.	* Email Address		
ELECTRICAL CONTRACTOR <i>(If different from Equipment Contractor)</i>					
*Owner / Company Name			* Contact Name		
* Mailing Address		* City		*State	*Zip
* Phone No. <i>(Daytime)</i>	Phone No. <i>(Evening)</i>	Facsimile No.	* Email Address		
License No. <i>(If applicable)</i>			Active License? <i>(If applicable)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No		
APPLICANT OWNERSHIP INTEREST <i>(check one)</i>					
<input type="checkbox"/> Owner <input type="checkbox"/> Lease <input type="checkbox"/> 3 rd Party PPA <input type="checkbox"/> Other (Please Explain) _____					
THIRD PARTY INFORMATION <i>(Only complete this section if the facility is to be located on the premises of someone other than the applicant)</i>					
Location of Proposed Facility			Name of Member-Consumer at said location		
* Mailing Address			* City		
* Phone No. <i>(Daytime)</i>		Phone No. <i>(Evening)</i>		*State	*Zip

* INTENT OF GENERATION <i>(check one)</i>	
<input type="checkbox"/>	Offset Load (Unit will operate in parallel, but will not export power to Cooperative or G&T) (If this option is selected, neither the Cooperative nor the G&T will purchase any portion of the generation facility output and Attachment 2 is not applicable)
<input type="checkbox"/>	Self-Use and Sales to the G&T (Unit will operate in parallel and may export and sell excess power to G&T pursuant to the Cooperative and G&T's Joint PURPA Implementation Plan under the terms set forth in Attachment 2, which attachment must be executed by Cooperative and G&T).
<input type="checkbox"/>	Back-up Generation (Units that temporarily operate in parallel with the electric distribution system for more than 100 milliseconds) (Note: Back-up units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.) (Under this option, the Cooperative will not purchase any portion of the generation facility output and Attachment 2 is not applicable)
<input type="checkbox"/>	Sale of generation output to interconnected member-consumer upon whose premise the facility is located and export and sell any excess power to the G&T, which sales may require a separate point of interconnection, metering, and power purchase agreement.
<input type="checkbox"/>	Other: (Please Explain):

DISTRIBUTED GENERATION FACILITY INFORMATION			
* Facility Address	* City	* State	* Zip
* Cooperative Serving Facility Site Midland Power Cooperative	Account No. of Facility Site <i>(existing member-consumers)</i>	* Meter No. <i>(existing member-consumers)</i>	
<input type="checkbox"/> Yes <input type="checkbox"/> No	* Is the inverter lab-certified as that term is defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation (199 IAC 45.1)? (If yes, attach manufacturer's technical specifications and label information from a nationally recognized testing laboratory, e.g., UL.)		
* Generation Facility Nameplate Rating (AC): _____ (kW) _____ (kVA) _____ (AC Volts)			
* Energy Source			
<input type="checkbox"/> Wind <input type="checkbox"/> Solar <input type="checkbox"/> Biomass <input type="checkbox"/> Hydro <input type="checkbox"/> Diesel <input type="checkbox"/> Natural Gas <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Other _____			
If Solar: Number of Inverters _____ Number of Panels _____ Tilt (degrees) _____ Azimuth (180° is South facing) _____ Array Type: <input type="checkbox"/> Fixed <input type="checkbox"/> Single Axis <input type="checkbox"/> Dual Axis			
* Energy Converter Type			
<input type="checkbox"/> Wind Turbine <input type="checkbox"/> Photovoltaic Cell <input type="checkbox"/> Fuel Cell <input type="checkbox"/> Reciprocating Engine <input type="checkbox"/> Other _____			
Commissioning Test Date: _____ <i>(If the Commissioning Test Date changes, the interconnected member-consumer must inform the Cooperative as soon as it is aware of the changed date.)</i>			
Disconnection Device: Identify type and location of disconnection device:			
Is the generation facility a qualifying facility as defined under Public Utilities Regulatory Policy Act (18 CFR Part 292, Subpart B)?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			

* INFORMATION FOR INVERTER-BASED FACILITIES			
Inverter Information			
* Manufacturer			* Model
* Type	<input type="checkbox"/> Forced Commutated <input type="checkbox"/> Line Commutated		* Rated Output _____ Watts _____ Volts
* Efficiency	* Power Factor	* Inverter UL1741 Listed <input type="checkbox"/> Yes <input type="checkbox"/> No	
DC Source/Prime Mover			
Rating (kW)	Rating (kVA)	Rated Voltage	Open Circuit Voltage <i>(if applicable)</i>
Rated Current (Amps)		Short Circuit Current (Amps) <i>(if applicable)</i>	

***INSURANCE DISCLOSURE**

The attached terms and conditions contain provisions related to liability and indemnification and should be carefully considered by the interconnected member-consumer. **The interconnected member-consumer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance and shall provide the utility with proof that it has a current homeowner's insurance policy or other general liability policy.**

Proof of Insurance attached: Yes

***OTHER FACILITY INFORMATION**

One-Line Diagram - A basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the generator to the point of interconnection, are noted by symbols.

One-Line Diagram attached: Yes

Plot Plan - A map or sketch showing the distributed generation facility's location in relation to streets, alleys, or other geographic markers (i.e. section pin, corner pin, buildings, permanent structures, etc.).

Plot Plan attached: Yes

***MEMBER-CONSUMER SIGNATURE**

I hereby certify that: (1) I have read and understand the terms and conditions, which are attached hereto by reference; (2) I hereby agree to comply with the attached terms and conditions; and (3) to the best of my knowledge, all of the information provided in this application request form is complete and true.

Applicant Signature *(signature must reflect Contact Name under section Interconnection Applicant Contact Information)* Date:

Printed Name:

Title:

This Application Form and Interconnection Agreement is comprised of: 1) the Level 1 Standard Application Form and Interconnection Agreement; 2) the Attachment 1 setting forth the Terms and Conditions for Interconnection; 3) the Attachment 2 setting forth the terms for purchases by the G&T from the distributed generation facility, when applicable; and 4) the Certificate of Completion, which shall be completed and returned to the utility when installation is complete and final electric inspector approval has been obtained.

NOTE: If the Certificate of Completion is not completed and returned to the Cooperative within 12 months following the Cooperative's dated conditional agreement to interconnect below, this Application Form and Interconnection Agreement will automatically terminate and be of no further force and effect.

FOR COOPERATIVE USE ONLY

Date Received:

Project Location No.:

***CONDITIONAL AGREEMENT TO INTERCONNECT DISTRIBUTED GENERATION FACILITY**

Receipt of the application fee, if any, is acknowledged by the signature below. Cooperative has determined that the interconnection request is complete. Interconnection of the distributed generation facility is conditionally approved contingent upon the terms and conditions of this Agreement and its applicable Attachments, the return of the attached Certificate of Completion, duly executed verification of electrical inspection and successful final inspection by Cooperative.

Midland Power Cooperative Representative's Signature:

Date:

Printed Name:

Title:

Note: The Cooperative is a Member of Corn Belt Power Cooperative (G&T), and the Cooperative and G&T are parties to a Joint PURPA Implementation Plan filed with FERC pursuant to which any purchase from a Qualifying Facility is to be made by G&T rather than Cooperative.

ATTACHMENT 1

LEVEL 1: Distributed Generation Interconnection Agreement (“Interconnection Agreement”)

(For Lab-Certified Inverter-Based Distributed Generation Facilities 20 kVA or less in the Corn Belt (“G&T”) area)

Terms and Conditions for Interconnection

1. Application of the Cooperative’s Tariffs. This Interconnection Agreement shall be used for all approved interconnection requests for distributed generation facilities in the Corn Belt area that fall under Level 1 according to the procedures, terms, and conditions set forth in the Cooperative's tariffs.
2. Construction of the Distributed Generation Facility. The interconnected member-consumer may proceed to construct (including operational testing not to exceed 2 hours) the distributed generation facility, once the conditional Interconnection Agreement to interconnect a distributed generation facility has been signed by the Cooperative.
3. Final Interconnection and Operation. The interconnected member-consumer may operate the distributed generation facility and interconnect with the Cooperative’s electric distribution system after all of the following have occurred:
 - a. Electrical Inspection: Upon completing construction, the interconnected member-consumer shall cause the distributed generation facility to be inspected by the local electrical inspection authority who shall establish that the distributed generation facility meets local code requirements.
 - b. Certificate of Completion: The interconnected member-consumer shall provide the Cooperative with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the interconnected member-consumer, as well as an inspection form from the local electrical inspection authority demonstrating that the distributed generation facility passed inspection.
 - c. The Cooperative has completed its witness test as per the following:
 - i. The interconnected member-consumer shall provide the Cooperative at least 15 business days’ notice of the planned commissioning test for the distributed generation facility. Within 10 business days after the commissioning test, the Cooperative may, upon reasonable notice and at a mutually convenient time, conduct a witness test of the distributed generation facility to ensure that all equipment has been appropriately installed and operating as designed and in accordance with the requirements of IEEE 1547.
 - ii. If the Cooperative does not perform the witness test within the 10 business days after the commissioning test or such other time as is mutually agreed to by the Parties, the witness test is deemed waived, unless the Cooperative cannot do so for good cause. In these cases, upon Cooperative request, the interconnected member-consumer shall agree to another date for the test within 10 business days after the original scheduled date.
 - d. Executed Certificate of Completion: The utility has signed, executed and transmitted to the interconnected member-consumer the Certificate of Completion provided by the interconnected member-consumer in 2 b.
4. IEEE 1547. The distributed generation facility shall be installed, operated and tested in accordance with the requirements of The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue New York, NY 10016-5997, Standard 1547 (2003) “Standard for Interconnecting Distributed Resources with Electric Power Systems,” Standard 1547.1 (2005) “Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems,” as well as any applicable federal, state, or local laws, regulations, codes, ordinances, orders, or similar directives of any government or other authority having jurisdiction.
5. Access. The Cooperative must have access to the disconnection device and metering equipment of the distributed generation facility at all times. The disconnection device shall be installed and operated in accordance with rules set out in the Cooperative’s Tariff 25. When practical, the Cooperative shall provide notice to the interconnected member-consumer prior to using its right of access. The disconnection device must be visible and located adjacent to or near the interconnected member-consumer’s electric meter. The interconnected member-consumer must provide and attach a permanent placard at the electric meter that clearly identifies the presence and location of the disconnect device.
6. Inspections and testing. The operator of the distributed generation facility shall adopt a program of inspection and testing of the generator and its appurtenances and the interconnection facilities in order to determine necessity for replacement and repair. Such a program shall include all periodic tests and maintenance prescribed by the manufacturer. If the periodic testing of interconnection-related protective functions is not specified by the manufacturer,

periodic testing shall occur at least once every five years. All interconnection-related protective functions shall be periodically tested, and a system that depends upon a battery for trip power shall be checked and logged. The operator shall maintain test reports and shall make them available upon request by the electric Cooperative. Representatives of the Cooperative shall have access at all reasonable hours to the interconnection equipment specified in 199 IAC 45.3(2) for inspection and testing with reasonable prior notice to the applicant.

7. Metering. Any required metering shall be installed pursuant to the Cooperative's metering rules filed with the Iowa Utilities Board under sub-rule 199 IAC 20.2(5).
8. Rates. The interconnected member-consumer shall purchase electric power and energy from the Cooperative at the Cooperative's applicable price or rate, depending upon the interconnected member-consumer's operations and requirements. Nothing in the Interconnection Application Form, the Interconnection Agreement, or in Cooperative's tariffs shall be construed to guarantee a particular price or rate for any period of time for an interconnected member-consumer seeking services pursuant to the Interconnection Agreement. In the event the tariff rate applicable to operations or requirements of an interconnected member-consumer seeking services pursuant to the Interconnection Agreement is modified for such rate class, such new rate shall be applicable to the interconnected member-consumer.

The Cooperative does not currently have a separate price or rate schedule for co-generators and small power producers with a capacity of less than 150 kW, but reserves the right to create a separate price or rate based upon the unique characteristics of such interconnected member-consumers. All interconnected member-consumers with generators 150 kW or greater in the Corn Belt area who elect to self-generate shall be subject to the member standby rate.

9. Disconnection. The Cooperative may disconnect the distributed generation facility upon any of the following conditions, but must reconnect the distributed generation facility once the condition is cured:
 - a. For scheduled outages, provided that the distributed generation facility is treated in the same manner as Cooperative's load member-consumers;
 - b. For unscheduled outages or emergency conditions;
 - c. If the distributed generation facility does not operate in the manner consistent with this Interconnection Agreement or the applicable requirements of 199 IAC Chapters 15 or the Cooperative's tariff;
 - d. Improper installation or failure to pass the witness test;
 - e. If the distributed generation facility is creating a safety, reliability, or a power quality problem;
 - f. The interconnection equipment used by the distributed generation facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved;
 - g. Unauthorized modification of the interconnection facilities or the distributed generation facility; or
 - h. Unauthorized connection to the Cooperative's electric system;
 - i. For the interconnected member-consumer's failure to pay their bill resulting in a default as set out in Cooperative's Tariff Section 6.

The interconnected member-consumer agrees that in the above circumstances Cooperative's rights to disconnect its facilities or direct the interconnected member-consumer to disconnect its distributed generation facility are not limited in any way by member-consumer's distributed generation facility meeting the definition of a Qualifying Facility under PURPA 18 CFR Part 292, Subpart B.

10. Indemnification. The interconnected member-consumer shall indemnify and defend the Cooperative and the Cooperative's directors, officers, employees, and agents from all claims, damages and expenses, including reasonable attorney's fees, to the extent resulting from the interconnected member-consumer's negligent installation, operation, modification, maintenance, or removal of its distributed generation facility or interconnection facilities, or the interconnected member-consumer's willful misconduct or breach of this Interconnection Agreement. The Cooperative shall indemnify and defend the interconnected member-consumer and the interconnected member-consumer's directors, officers, employees, and agents from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from the Cooperative's negligent installation, operation, modification, maintenance, or removal of its interconnection facilities or electric distribution system, or the Cooperative's willful misconduct or breach of this Interconnection Agreement.
11. Insurance. The interconnected member-consumer shall provide the Cooperative with proof that it has a current homeowner's insurance policy or other general liability policy. The interconnected member-consumer agrees to provide

the Cooperative with at least 30 calendar days' advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Interconnection Agreement and may be required to show proof of insurance on an annual basis.

12. **Limitation of Liability.** Each Party's liability to the other Party 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 Interconnection 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, incidental, special, consequential, or punitive damages of any kind whatsoever, provided that in no event shall death, bodily injury or third-party claims be construed as indirect or consequential damages.
13. **Term.** This Interconnection Agreement becomes effective on the date and year the standard Application Form and Interconnection Agreement is executed by the parties ("Effective Date"), and, subject to early termination under Section 14, it shall end on the last day of the second calendar year following the Effective Date (meaning the December 31st that precedes the 2-year anniversary of the Effective Date). The Interconnection Agreement shall thereafter automatically be amended to continue for successive terms of one (1) year each on a calendar year basis, unless terminated by either party giving the other not less than three (3) months' written notice prior to commencement of a yearly extension of its desire to terminate the Interconnection Agreement, or unless otherwise terminated in accordance with Section 14 below.
14. **Termination.** This Interconnection Agreement will remain in effect until terminated and may be terminated under the following conditions:
 - a. **By interconnected member-consumer** - The interconnected member-consumer may terminate this Interconnection Agreement by providing written notice to the Cooperative. If the interconnected member-consumer ceases operation of the distributed generation facility, the interconnected member-consumer must notify the Cooperative.
 - b. **By the Cooperative** - The Cooperative may terminate this Interconnection Agreement without liability to the interconnected member-consumer if the interconnected member-consumer fails to remedy a violation of terms of this Interconnection Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to in writing prior to the expiration of the 30-calendar day remedy period. The termination date may be no less than 30 calendar days after the interconnected member-consumer receives notice of its violation from the Cooperative.
 - c. The Cooperative may terminate this Interconnection Agreement, upon 60 calendar days' prior written notice, if the interconnected member-consumer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the distributed generation facility.
15. **Modification of Distributed Generation Facility.** The interconnected member-consumer must receive written authorization from the Cooperative before making any changes to the distributed generation facility that could affect the Cooperative's distribution system. If the interconnected member-consumer makes such modifications without the Cooperative's prior written authorization, the Cooperative shall have the right to disconnect the distributed generation facility.
16. **Permanent Disconnection.** In the event the Interconnection Agreement is terminated; the Cooperative shall have the right to disconnect its facilities or direct the interconnected member-consumer to disconnect its distributed generation facility.
17. **Disputes.** In the event of a payment dispute, the member-consumer will continue to make payment, subject to a refund if the member-consumer's payment dispute is successful. Each Party agrees to attempt to resolve all disputes regarding the provisions of this Interconnection Agreement that cannot be resolved between the two Parties pursuant to the dispute resolution provisions found in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.12) and/or dispute resolution provisions adopted by the Cooperative. However, Cooperative's agreement to utilize the dispute resolution provisions of the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.

17.1 The Member-Consumer shall have no right to suspend payment in the event of any dispute, including a dispute involving the rate charged by Midland or the rate paid by Midland for the Customer's self-generated power, if any.

Failure to pay invoices from Midland on a timely basis shall be grounds for discontinuance by Midland of service to the customer. The notice of pending disconnection for failure to pay bills shall be a written notice setting forth the reason for the notice and the final date by which the account is to be settled or other specific action taken. Any such disconnection for failure to pay shall be consistent with applicable state law and Iowa Utilities Board regulations. The notice shall be considered rendered to the Member-Consumer when deposited in the US Mail with postage prepaid. The final date for disconnection shall not be less than twelve (12) days after the notice is rendered. Discontinuance of service shall not relieve the Member-Consumer of any of its obligations under this Agreement.

18. **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Interconnection Agreement and each of its provisions shall be governed by the laws of the State of Iowa. Nothing in this Agreement is intended to affect any other agreement between the Cooperative and the interconnected member-consumer.
19. **Survival Rights.** This Interconnection Agreement shall remain in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Interconnection Agreement.
20. **Assignment/Transfer of Ownership of the Distributed Generation Facility.** This Interconnection Agreement shall terminate upon the transfer of ownership of the distributed generation facility to a new owner unless the transferring owner assigns the Interconnection Agreement to the new owner, the new owner agrees in writing to the terms of this Interconnection Agreement, and the transferring owner so notifies the Cooperative in writing prior to the transfer of ownership.
21. **Definitions.** Any term used herein and not defined shall have the same meaning as the defined terms used in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1). However, Cooperative's agreement to utilize the definitions found in the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.
22. **Notice.** The Parties may mutually agree to provide notices, demands, comments, or requests by electronic means such as e-mail. Absent agreement to electronic communication, or unless otherwise provided in this Interconnection Agreement, any written notice, demand, or request required or authorized in connection with this Interconnection Agreement shall be deemed properly given when receipt is confirmed after notices are delivered in person, delivered by recognized national courier service, or sent by first-class mail, postage prepaid, return receipt requested to the person specified below:
 - a. If Notice is to interconnected member-consumer: Use the contact information provided in the interconnected member-consumer's application. The interconnected member-consumer is responsible for notifying the Cooperative of any change in the contact party information, including change of ownership.
 - b. If Notice is to Cooperative: Use the contact information provided below. The Cooperative is responsible for notifying the interconnected member-consumer of any change in the contact party information.

MIDLAND POWER COOPERATIVE CONTACT INFORMATION			
Name Dan Kyle			
* Mailing Address P.O. Box 368	* City Boone	*State IA	*Zip 50036
* Phone No. (Daytime) 515-386-4111	Phone No. (Evening) 515-386-4111	Facsimile No. 515-236-9018	* Email Address interconnections@midlandpower.coop

23. **Interruptions.** The Cooperative is not responsible for any lost opportunity or other costs incurred by the interconnected member-consumer as a result of an interruption of service.
24. **Operator.** The interconnected member-consumer shall designate an operator who will be responsible for day-to-day operations of the distributed generation facility and available for communication on a 24 hour per day/7 day per week basis with Cooperative, G&T, the Local Balancing Authority, Midcontinent Independent System Operator (MISO),

Southwest Power Pool (SPP), and other applicable entities with jurisdiction over the operation of the Facility and Cooperative's System.

25. Fire Department Notification. When the distributed generation facility is placed in service, owners of interconnected distributed generation facilities are required to notify local fire departments via U.S. mail of the location of distributed generation facilities and the associated disconnection device(s). The owner is required to provide any information related to the distributed generation facility as reasonably required by that local fire department including but not limited to:
 - a. A site map showing property address; service point from Cooperative; distributed generation facility and disconnect location(s); location of rapid shutdown and battery disconnect(s), if applicable; property owner's or owner's representative's emergency contact information; Cooperative's emergency telephone number; and size of the distributed generation facility.
 - b. Information to access the disconnection device.
 - c. A statement from the owner verifying that the distributed generation facility was installed in accordance with the current state-adopted National Electrical Code

ATTACHMENT 2
Level 1: Standard Generation Purchase Agreement (“Generation Purchase Agreement”)

Terms of Cooperative Purchases from Distribution Facility

1. Agreement to Purchase.

Cooperative is a member of Corn Belt Power Cooperative (“Corn Belt”) (Corn Belt is sometimes referred to herein as “G&T”), and Cooperative obtains all of its wholesale power from Corn Belt in the Corn Belt area. The Cooperative and Corn Belt have filed a Joint Implementation Plan with the Federal Energy Regulatory Commission (“FERC”) which provides for coordinated implementation of the obligations of Corn Belt and Cooperative relative to qualifying facilities located in the Corn Belt area, which consists of the portions of the Cooperative’s service territory formerly served by Hardin County Rural Electric Cooperative and located in the counties of Franklin, Grundy, Hamilton, Hardin, and Story, and formerly served by Humboldt County Rural Electric Cooperative and located in the counties of Humboldt, Kossuth, Pocahontas, Webster, and Wright. Pursuant to said Plan, Cooperative agrees to provide to any qualifying facility in the Corn Belt portion of its service territory supplementary, backup, maintenance, and interruptible power and Corn Belt agrees to purchase energy and capacity from said facility, all in accordance with the requirements of the Public Utilities Regulatory Policies Act (“PURPA”). In the event an interconnected member-consumer in the Corn Belt area selects an option involving sale of output to the G & T on the Application Form, then Corn Belt agrees to purchase from the interconnected member-consumer such excess energy and capacity as may be available for purchase from the interconnected member-consumer’s facility and which the interconnected member-consumer desires to sell to Corn Belt. Cooperative and Corn Belt acknowledge that the interconnected member-consumer may utilize some of the energy interconnected member-consumer generates as it is being generated, and Corn Belt understands that it will only purchase such excess as the interconnected member-consumer delivers to Cooperative.

2. Rates

Payment for purchases from the interconnected member-consumer pursuant to this contract shall be as follows:

The rate(s) for purchases from the interconnected member-consumer facility with a design capacity of 100 kilowatts or less will be equal to Corn Belt’s avoided cost, since in that area the Cooperative purchases all of its electric power requirements from Corn Belt. This rate will be consistent with 18 CFR 292.304, and may be subject to change as the Cooperative’s avoided cost changes.

There is no net billing option available for new interconnections within the cooperative service territory.

3. Metering.

The Cooperative will install metering equipment at the point of service to the interconnected member-consumer’s facility of one of the following types:

- a. Metering capable of measuring and recording energy flows, on a kWh basis, from the Cooperative to the interconnected member-consumer’s facility and from the interconnected member-consumer’s facility to the Cooperative, with each directional energy flow recorded independently.
- b. Metering capable of measuring power flows in each direction on an hourly or other real-time basis.
- c. Certain metering functionality may be unavailable depending on Member-consumer’s current installation.

The Cooperative shall have the opportunity to collect all reasonable costs of metering necessary to allow for sales to the Cooperative from the interconnected member-consumer.

Neither the Cooperative nor the G&T shall be required to convert carryover energy outflow balance to cash at any time. Any energy outflow balance after the facility terminates service shall be forfeited.

5. Term. This Generation Purchase Agreement shall be terminated six (6) months after the date of execution of this Generation Purchase Agreement if the Facility has not been placed in service and thus has not generated any energy. Provided the Facility is in service and has generated energy as stated in the previous sentence, this Generation Purchase Agreement shall remain in effect for a term commencing at the date of execution of this Generation Purchase Agreement and ending on the last day of the second calendar year following execution of the Standard Application Form and Interconnection Agreement (meaning the December 31st that precedes the 2-year anniversary of the commencement date of the Standard Application Form and Interconnection Agreement). This Generation Purchase Agreement shall thereafter automatically be amended to continue for successive terms of one (1) year each, unless terminated by any party giving the others not less than three (3) months written notice prior to commencement of a yearly extension of its desire to terminate this Generation Purchase Agreement. In no event shall the Generation Purchase Agreement extend beyond the term of the Interconnection Agreement, and in the event the Interconnection Agreement is terminated, the Generation Purchase Agreement shall terminate as of the termination date of the Interconnection Agreement, subject to any remaining payment obligation of Corn Belt.
- a. By interconnected member-consumer - The interconnected member-consumer may terminate this Generation Purchase Agreement by providing written notice to the Cooperative. If the interconnected member-consumer ceases operation of the distributed generation facility, the interconnected member-consumer must notify the Cooperative.
 - b. By the Cooperative - The Cooperative may terminate this Generation Purchase Agreement without liability to the interconnected member-consumer if the interconnected member-consumer fails to remedy a violation of terms of this Generation Purchase Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to in writing prior to the expiration of the 30-calendar day remedy period. The termination date may be no less than 30 calendar days after the interconnected member-consumer receives notice of its violation from the Cooperative.
 - c. The Cooperative may terminate this Generation Purchase Agreement, upon 60 calendar days' prior written notice, if the interconnected member-consumer has abandoned, canceled, permanently disconnected or stopped development, construction, or operation of the distributed generation facility.

IN WITNESS WHEREOF, the Parties have caused the Distributed Generation Interconnection Agreement and the Standard Generation Purchase Agreement contained in Attachment 1 and Attachment 2 to be executed by their respective duly authorized representatives.

For the Interconnected Member-Consumer	
Interconnected Member-Consumer Signature	Date
Printed Name	Title
For the Cooperative	
Cooperative Representative's Signature	Date
Printed Name	Title
For Corn Belt Power Cooperative	
Corn Belt Power Cooperative Representative's Signature	Date
Printed Name	Title