

be delineated in Appendices 1, 2, 4, and 5 of this agreement.

2.2.6 Transmission Provider shall negotiate with all Affected Systems in support of Interconnection Customer's interconnection needs.

2.3 *Parallel Operation Obligations.* Once the Generating Facility has been authorized to commence Parallel Operation, Interconnection Customer shall abide by all rules and procedures pertaining to the Parallel Operation of the Generating Facility in the applicable Control Area, including, but not limited to, the rules and procedures concerning the operation of generation set forth in the Tariff or by the system operator for Transmission Provider's Transmission System and the Operating Requirements set forth in Appendix 4 of this agreement.

2.4 *Metering.* Interconnection Customer will be responsible for Transmission Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Appendices 1 and 2 of this agreement. Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and operating requirements.

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

3.1 Equipment Testing and Inspection.

3.1.1 Interconnection Customer shall perform operational testing and inspection of the Generating Facility and Interconnection Facilities prior to interconnection. No fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection, Interconnection Customer shall notify Transmission Provider of such activities. Testing and inspection shall occur on a Business Day. Transmission Provider may send qualified personnel to the Generating Facility site to inspect the interconnection and observe the Generating Facility's testing. Interconnection Customer shall provide Transmission Provider a written test report when such testing and inspection is completed.

3.1.2 Upon completion of such operational testing and inspection and receipt of the written report, Transmission Provider shall provide to Interconnection Customer written acknowledgment that it has received Interconnection Customer's written report; provided, however, any such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by Transmission Provider of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by Interconnection Customer or the quality of power produced by the Generating Facility.

3.2 *Authorization Required Prior To Parallel Operation.* Transmission Provider will use its best efforts to identify any requirements applicable to safe and reliable Parallel Operation and to notify Interconnection Customer of any changed or additional requirements as soon as they are known. Transmission Provider will cooperate

with Interconnection Customer in addressing and meeting such requirements (including information and study requirements), and to obtain appropriate notifications that such requirements are met. Interconnection Customer will notify Transmission Provider once it has complied with all such requirements. Upon such notification, Transmission Provider will provide Interconnection Customer with written authorization to operate the Generating Facility in parallel with Transmission Provider's Transmission System. Such authorization shall not be unreasonably withheld, conditioned or delayed.

3.3 *Right of Access.* Upon reasonable notice, and subject to any required or necessary regulatory approvals, Interconnection Customer shall furnish to Transmission Provider at no cost, and as agreed upon by all Parties, any rights of use, licenses, rights of way, or easements with respect to lands owned or controlled by Interconnection Customer and its agents that are necessary to enable Transmission Provider to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (1) Interconnect the Generating Facility with Transmission Provider's Transmission System, (2) operate and maintain the Generating Facility, Interconnection Facilities (if required), and Transmission Provider's Transmission System, and (3) disconnect or remove Interconnection Customer's facilities and equipment upon termination of this agreement. In exercising such licenses, rights of way, and easements, Transmission Provider shall not unreasonably disrupt or interfere with normal operation of Interconnection Customer's property and shall adhere to all applicable safety rules and procedures. In the event of Emergency Conditions or hazardous conditions, Transmission Provider and Interconnection Customer shall exercise all Reasonable Efforts to comply with these provisions.

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 FERC. Transmission Provider shall promptly file this agreement with FERC upon execution, if required.

4.2 *Term of Agreement.* This agreement shall be effective on the Effective Date and shall remain in effect for a period of ten years from the Effective Date or such other longer period as the Parties may agree 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 Interconnection Customer may terminate this agreement at any time by

giving Transmission Provider thirty Calendar Days written notice.

4.3.2 In the event that there is a material change in Applicable Laws and Regulations that would prevent Transmission Provider from performing its obligations under this agreement or would impose a substantial additional cost upon Transmission Provider to perform its obligations under this agreement, and for which cost Transmission Provider is not reimbursed by Interconnection Customer or any other party, Transmission Provider may terminate this agreement by giving Interconnection Customer at least thirty Calendar Days prior written notice.

4.4 Temporary Disconnection.

4.4.1 *Emergency Conditions.* Under Emergency Conditions, Transmission Provider shall have the right to immediately suspend Interconnection Service and temporarily disconnect the Generating Facility. Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or Transmission Provider's Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Generating Facility. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an emergency condition that may reasonably be expected to affect Transmission Provider's Transmission System or other Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, or 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.* Transmission Provider shall have the right to interrupt Interconnection Service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from Transmission Provider's Transmission System when necessary for routine maintenance, construction, and repairs on Transmission Provider's Transmission System. Transmission Provider shall provide Interconnection Customer with five Business Days notice prior to such interruption. Transmission Provider shall use its best efforts to coordinate such reduction or temporary disconnection with Interconnection Customer.

4.4.3 *Forced Outages.* During any forced outage of Interconnection Customer's facilities, Transmission Provider shall have the right to suspend Interconnection Service to effect immediate repairs on Transmission Provider's Transmission System; provided, however, Transmission Provider shall use its best efforts to provide Interconnection Customer with prior notice. If prior notice is not given, Transmission Provider will provide Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

4.4.4 Adverse Operating Effects.

Transmission Provider shall notify Interconnection Customer that operation of the Generating Facility may cause disruption