

Application of Ashwood Solar I, LLC

Kentucky State Board on Electric  
Generation and Transmission

Application

Case No. 2020-00280

December 2020

**RWE**

**APPLICATION OF ASHWOOD SOLAR, LLC  
LYON COUNTY, KENTUCKY  
CASE NO. 2020-00280**

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VOLUME 1**

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# 1. Applicant Information

REQUIREMENT: per KRS 278.706 (2)(a); *The name, address, and telephone number of the person proposing to construct and own the merchant electric generating facility*

COMPLIANCE: Please see below for the requested information.

- Name: Ashwood Solar I, LLC  
Attn: Joshua McNeely  
[joshua.mcneely@RWE.com](mailto:joshua.mcneely@RWE.com)
- Address: 353 N. Clark Street  
30<sup>th</sup> Floor  
Chicago, IL 60654
- Phone: (512) 851-9173

## 2. Description of Proposed Site

REQUIREMENT: per KRS 278.706 (2)(b); *A full description of the proposed site, including a map showing the distance of the proposed site from residential neighborhoods, the nearest residential structures, schools, and public and private parks that are located within a two (2) mile radius of the proposed facility*

COMPLIANCE: The proposed Ashwood Solar Facility (the Project) will be an 86 megawatt alternating current (MWac) photovoltaic electricity generation facility. The project is to be located in Lyon County, one mile south of Bakers, Kentucky along US 641. The power generated by the project will be transported on the existing transmission line infrastructure that crosses the property. Please see 2-mile map attached as Attachment A.

The project will be situated on up to 1521 acres which has historically been used for row crop and winter wheat production. The equipment onsite will consist of crystalline solar panels, inverters, a substation transformer, and an associated wiring and balance of system.

The racking system has a small footprint that uses minimal concrete (concrete will only be used to support posts that cannot be driven to adequate depths), and the panels are not considered impervious as rainwater can travel over and around the panels, making this a low impact development. A fence meeting National Electric Safety Code (NESC) requirements, typically a six-foot fence with three strings of barbed wire at the top, will enclose the facility. Where there are potential visual impacts created by the facility, a vegetative buffer will be planted. The vegetative buffer, where applicable, will consist of two staggered rows of evergreen shrubs at least three feet in height at time of planting.

### 3. Public Notice Evidence

REQUIREMENT: per KRS 278.706 (2)(c); *Evidence of public notice that shall include the location of the proposed site and a general description of the project, state that the proposed construction is subject to approval by the board, and provide the telephone number and address of the Public Service Commission. Public notice shall be given within thirty (30) days immediately preceding the application filing to:*

1. *Landowners whose property borders the proposed site; and*
2. *The general public in a newspaper of general circulation in the county or municipality in which the facility is proposed to be located*

COMPLIANCE: A sample letter that was sent out to landowners whose property borders the proposed site, followed by the list of addresses and names of those landowners who were sent notices on December 14, 2020 is contained in Attachment B. Two copies of this notice were mailed to each landowner, one via regular US Mail and one via Certified mail; see Attachment B for certified mail receipts.

Also contained in Attachment B is the tearsheet of publication of the notice published in the Lyon County Herald Ledger on December 9, 2020, which is the newspaper of general circulation in Lyon County, as well as a scanned copy of that notice.

## 4. Compliance with Local Ordinances and Regulations

REQUIREMENT: per KRS 278.706 (2)(d); *A statement certifying that the proposed plant will be in compliance with all local ordinances and regulations concerning noise control and with any local planning and zoning ordinances. The statement shall also disclose setback requirements established by the planning and zoning commission as provided under KRS 278.704(3)*

COMPLIANCE: The Project lies in Lyon County. The county has not enacted any zoning ordinances or setback requirements for the location of the Project. There is no planning and zoning commission with jurisdiction over the location of the project and, therefore, no setback requirements set by such a planning commission exist. Ashwood Solar I, LLC, certifies that the Project will be in compliance with all local ordinances and regulations concerning noise control and with any applicable local planning and zoning ordinances. A statement certifying these facts is submitted as Attachment C.

## 5. Setback Requirements

REQUIREMENT: Per KRS 278.706(2)(e): If the facility is not proposed to be located on a site of a former coal processing plant and the facility will use on-site waste coal as a fuel source or in an area where a planning and zoning commission has established a setback requirement pursuant to KRS 278.704(3), a statement that the exhaust stack of the proposed facility and any wind turbine is at least one thousand (1,000) feet from the property boundary of any adjoining property owner and all proposed structures or facilities used for generation of electricity are two thousand (2,000) feet from any residential neighborhood, school, hospital, or nursing home facility, unless facilities capable of generating ten megawatts (10MW) or more currently exist on the site. If the facility is proposed to be located on a site of a former coal processing plant and the facility will use on-site waste coal as a fuel source, a statement that the proposed site is compatible with the setback requirements provided under KRS 278.704(5). If the facility is proposed to be located in a jurisdiction that has established setback requirements pursuant to KRS 278.704(3), a statement that the proposed site is in compliance with those established setback requirements.

COMPLIANCE: Ashwood Solar is not proposed to be located on the site of a former coal processing plant, nor will it use any waste coal as a fuel source. The Project site does not have any existing electricity generating facilities on-site. The City of Eddyville and Lyon County have not established setback requirements for this location, nor has a planning unit enacted any setback requirements for this location, per the information provided in Section 4.

The Project will not include any exhaust stacks or wind turbines as part of the facility; therefore, there are no established setback requirements from the property boundary of any adjoining property owner to the energy generating facilities.

There is one residential neighborhood (as defined by KRS 278.700(6)) within two thousand (2,000) feet of the Project's facilities. Pursuant to KRS 278.704(4), Ashwood Solar will be moving the Siting Board for a deviation from this setback requirement. See Attachment A for a map showing the residential neighborhood.

## 6. Public Notice Report

**REQUIREMENT:** per KRS 278.706 (2)(f); *A complete report of the applicant's public involvement program activities undertaken prior to the filing of the application, including:*

- 1. The scheduling and conducting of a public meeting in the county or counties in which the proposed facility will be constructed at least ninety (90) days prior to the filing of an application, for the purpose of informing the public of the project being considered and receiving comment on it;*
- 2. Evidence that notice of the time, subject, and location of the meeting was published in the newspaper of general circulation in the county, and that individual notice was mailed to all owners of property adjoining the proposed project at least two (2) weeks prior to the meeting; and*
- 3. Any use of media coverage, direct mailing, fliers, newsletters, additional public meetings, establishment of a community advisory group, and any other efforts to obtain local involvement in the siting process*

**COMPLIANCE:** Ashwood Solar I, LLC, through its parent RWE Renewables America (collectively, "Applicant"), has made a substantial effort to engage the public in numerous ways regarding the Ashwood Solar I solar power project in Lyon County (the "Ashwood").

A public meeting was held at 5:00pm on September 17, 2020 to inform the public about the Project and receive comments from the public. This meeting was held at the Lyon County Old Courthouse Courtroom, which is located in central Eddyville. A notice announcing the public meeting was published in the Lyon County Herald Ledger on September 2, 2020, the notice identified two dates for the public meeting: "Thursday, September 13, 2020" and "September 17th". The notices mailed to adjacent property owners correctly identified the date of the public meeting as "Thursday, September 17, 2020" and "September 17th."

In order to ensure members of the public knew of the opportunity to attend the September 17 meeting, a notice with the correct date of the hearing was posted at the meeting location on September 8, 2020. The Applicant also published in the Lyon County Herald Ledger on September 16, 2020 a corrected notice confirming the public meeting for September 17, 2020. See Attachment D for a copy of the mailed notice, the tearsheets, and a photo provided by the Lyon County Judge/Executive confirming the published notice on the courthouse.

Due to Covid-19 concerns, members of the public were able to participate in the September 17 meeting virtually through WebEx. In the public meeting, attendees were shown and invited to



inspect enlarged satellite images showing the exact location of the proposed solar array and the proposed Project layout. In addition, displays and formal presentation materials were available on other topics including environmental health & safety of photovoltaics, specifics regarding the battery energy storage system, and the impact of solar projects on property values (these maps, layouts and presentation materials were also available for review at the public meeting described above). Experts who were present at the public meeting, and available to answer questions from attendees included:

- Joshua McNeely, Development lead for Ashwood, RWE
- Todd Andrich, Project Engineer for Ashwood, RWE
- Christina Cazares, Director of Energy Storage for Ashwood, RWE
- Kevin Macklin, Health & Safety & RWE Construction Project Manager for Ashwood, RWE
- Rich Kirkland, MAI – Real Estate Appraiser, Kirkland Appraisers
- Joshua Adams, Natural Resources Team Lead, Senior Associate, Stantec

The meeting also afforded attendees the opportunity for informal conversations with representatives of Ashwood about questions and concerns. The following is a brief description of other public involvement activities, in addition to the public meeting and various outreach activities/meetings with local stakeholders, undertaken prior to the submission of this Application. Ashwood will continue these efforts and will participate in any public notice, comment and hearings which may be initiated as part of ongoing permitting activities.

- In Fall 2016, Ashwood began initial engagement with Lyon County Landowners.
- In Spring 2017, Ashwood continued Lyon County landowner engagement and the initiation of the interconnection process with LGE-KU.
- In Fall 2017, Ashwood continued Lyon County landowner engagement and expansion of site control.
- In Spring 2018, Ashwood continued landowner engagement and meeting with neighbors around the project boundary.
- In Spring 2018, Ashwood responded to Kentucky Municipal Energy Agency (“KYMEA”) Renewables RFP.
- Summer 2018, Ashwood was selected by Kentucky Municipal Energy Agency (“KYMEA”) and executed a Letter of Intent (“LOI”) on the Ashwood Solar I Project.
- Summer 2018, Ashwood finalized landowner engagement and continued meeting with neighbors around the project boundary.
- Fall 2018, Ashwood executed a Power Purchase Agree (“PPA”) with Kentucky Municipal Energy Agency (“KYMEA”) and Owensboro Municipal Utilities (“OMU”).
- Fall 2018, Ashwood representatives initially engaged with Amanda Davenport and Lake Barkley Partnership for Economic Development Board Member, Tim Capps. As part of this collaboration with Lake Barkley Partnership for Economic Development Ashwood

representatives put together a list of Frequently Asked Questions (“FAQs”) to help educate the public and local officials about the Ashwood Solar Project.

- Fall 2018, Ashwood representatives met and began initial engagement with Lyon County Judge Executive, Wade White. Communication has been maintained with the Judge executive through November 2020. The Judge Executive has also informed the public via radio broadcasts and various social media outlets about the Ashwood Solar I project.
- In March 2019, Ashwood representatives from RWE, Joshua McNeely and Sean Pattee along with original Ashwood representatives from Open Road Renewables, Mike Volpe met with Amanda Davenport and Lyon County Judge Executive Wade White to discuss the project and potential partnering ideas with local agencies and neighboring Universities.
- On numerous occasions from September, 2018, through August, 2019, representatives of Ashwood Solar I met in Frankfort, KY, with Kenya Stump, Assistant Director, Office of Energy Policy, Kentucky Energy and Environment Cabinet, along with Rick Bender and discussed the Ashwood Solar I project.
- In March 2019, Ashwood Solar Representatives including Joshua McNeely, Sean Pattee and Mike Volpe along with Todd Osterloh and Jim Gardner from Sturgill Turner Barker & Maloney PLLC met with various State officials and staff members to discuss the Ashwood Solar I project. Present in this meeting were six officials from the PSC, AG and Cabinet as follows: Richard Raff, Senior Attorney; Quang Nguyen; Sarah Jankowski; Karen Wilson; Rick Bender from the Kentucky Energy and Environment Cabinet; and Kent Chandler, an attorney from the Attorney General’s office. The meeting lasted 1.5 hours and was very substantive. The questions ranged from timeframe of the project, to outreach, to specifics of the MISO queue vs PJM vs LGE-KU, to the LGE-KU interconnection process. Additionally, Ashwood representatives were asked about specifics on the project and if any negative local feedback had been received by the project, which has not.
- In August, 2019 Ashwood representatives meet with various landowners involved in the project and large local tenant farmers to discuss the impact of the project to land adjacent to theirs and those which they currently farm.
- On August 27<sup>th</sup>, 2019, Ashwood representatives attended Kentucky Department of Transportation townhall meeting regarding the rerouting and expansion of Highway 641. Ashwood representatives used this meeting to discuss the project with several local landowners and also discussed the project with Judge Executive Wade White and Caldwell County Judge Executive, Larry Curling.
- In February, 2020, representatives of Ashwood Solar I, including Will Eberle, Director – Government Relations and External Affairs met with various members of the Kentucky Legislature, including State Sen. Robby Mills, whose district includes portions of land under control by the Ashwood Solar I Project, and discussed the project.
- From March 2020 to October 2020, Ashwood representatives have spoken with local Lyon County reporters from the Lyon County Herald Ledger about the Ashwood Solar

Project. Most recently, Lyon County Herald Ledger reporter Paul Schaumburg published an article highlighting discussions about the project with Ashwood Representatives, Joshua McNeely and Craig Sundstrom, and Amanda Davenport of the Lake Barkley Partnership.

## **7. Efforts to locate near Existing Electric Generation**

**REQUIREMENT:** Per KRS 278.706(2)(g): A summary of the efforts made by the applicant to locate the proposed facility on a site where existing electric generating facilities are located.

**COMPLIANCE:** It is rare for utility-scale solar projects to be co-located with existing electricity generating infrastructure, such as a coal or natural gas fired power plant. As a result of applicant's efforts, however, this project is located on land with existing transmission lines.

The project will interconnect to an on-site, existing transmission line owned by Kentucky Utilities (KU). At the project's expense, KU will build a new tap line to interconnect the Project. Information on KU's studies of the interconnection cost and infrastructure are summaries in the Executive Summary of the System Impact Study, Attachment F.

Efforts were made to site the Project where there is existing electricity transmission infrastructure. The proposed interconnection is to on-site, existing infrastructure owned by KU to be used for the sale and distribution of energy created by the Project.

## **8. Proof of Service to County and Municipality Officials**

REQUIREMENT: per KRS 278.706 (2)(h); *Proof of service of a copy of the application upon the chief executive officer of each county and municipal corporation in which the proposed facility is to be located, and upon the chief officer of each public agency charged with the duty of planning land use in the jurisdiction in which the facility is proposed to be located;*

COMPLIANCE: As indicated in the Certificate of Service, a copy of the Siting Board application for Ashwood Solar I, LLC was electronically transmitted to the Judge-Executive of Lyon County, Wade White on the date of electronic filing of this application and a copy mailed by USPS.

## 9. Effect on Kentucky Electricity Generation System

REQUIREMENT: per KRS 278.706 (2)(i); *An analysis of the proposed facility's projected effect on the electricity transmission system in Kentucky;*

COMPLIANCE: The Project is within the LGE/KU territory, and therefore the interconnection of the project will be on LGE/KU system. TranServe International is the Independent Transmission Organization (ITO) that manages requests for interconnection with LGE/KU's transmission system.

The interconnection study process for LGE/KU involves three study phases; Feasibility Study, System Impact Study, and Facilities Study.

Attached as Attachment E is the acknowledgment dated March 16, 2017 of Ashwood Solar I's completed application for interconnection with the 161KV circuit from Princeton to South Paducah. Attached as Attachment F is the ISO's System Impact Report Executive Summary dated January 10, 2018; attached as Attachment G is the completed Facilities Study Report dated May 25, 2018, along with the Change in Configuration based on a ring bus configuration. Finally, as Attachment H is the culmination of these processes: the Large Generator Interconnection Agreement between Ashwood Solar I, LLC and LGE/KU authorizing interconnection and stating the terms therein.

## 10. Effect on Local and Regional Economies

REQUIREMENT: per KRS 278.706 (2)(j); *An analysis of the proposed facility's economic impact on the affected region and the state;*

COMPLIANCE: See the report in Attachment I for a full report on the impact of the Project on local and regional economies. On page 1 of that report, it states:

“Construction and operation of a solar energy facility has the potential to create both short- and long-term jobs and economic benefits to the local community as well as the state overall. The purchase of materials and equipment, as well as employment of construction workers, will create demand for local business through the duration of construction, generating revenue within the regional economy. Long-term maintenance and operation of the solar facility will continue to generate economic benefits through the employment of on-site operations and maintenance (O&M) staff, contracted maintenance services, purchase of replacement parts and maintenance activities, and through the payment of property taxes or payment in lieu of taxes (PILOT) payments to local jurisdictions through the lifetime of the Project.”

## 11. Record of Environmental Violations

REQUIREMENT: per KRS 278.706 (2)(k); *A detailed listing of all violations by it, or any person with an ownership interest, of federal or state environmental laws, rules, or administrative regulations, whether judicial or administrative, where violations have resulted in criminal convictions or civil or administrative fines exceeding five thousand dollars (\$5,000). The status of any pending action, whether judicial or administrative, shall also be submitted;*

COMPLIANCE: Neither Ashwood Solar I, LLC, nor any entity with ownership interest in the Project, has violated any state or federal environmental laws or regulations. There are no pending actions against Ashwood Solar I, LLC nor any entity with ownership interest in the Project.

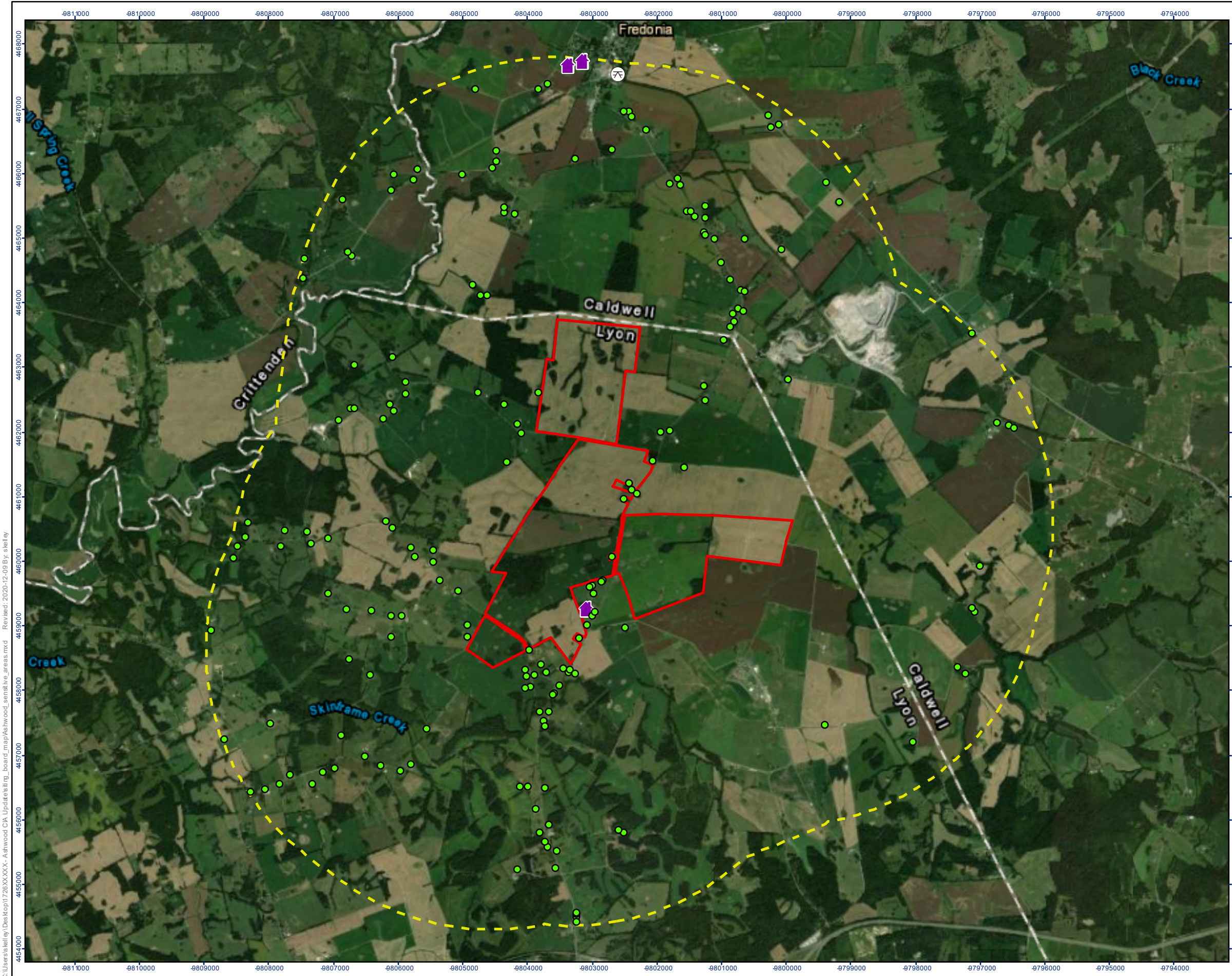


## 12. Site Assessment Report

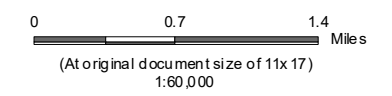
REQUIREMENT: per KRS 278.706 (2)(l); *A site assessment report as specified in KRS 278.708. The applicant may submit and the board may accept documentation of compliance with the National Environmental Policy Act (NEPA) rather than a site assessment report*

COMPLIANCE: The Site Assessment report is being contemporaneously filed herewith; please see the separate document titled “Ashwood Solar I: Site Assessment Report” and labeled as Attachment J.

Attachment A  
2-Mile Overview Map



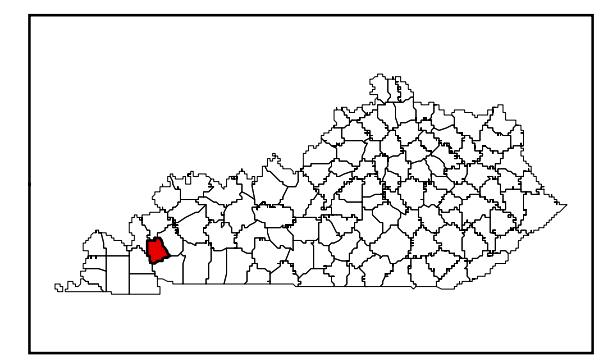
- Legend
- Ashwood Boundary
  - Parks
  - Neighborhood
  - Residential structure
  - 2-mile buffer



**Notes**

1. Coordinate System: WGS1984 Web Mercator Auxiliary Sphere
2. Data Sources:
3. Background: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**Project Location** Prepared by LA on 2020-11-23  
 TR by SK on 2020-11-23  
 IR Review by JA on 2020-11-23

Lyon County, Kentucky

**RWE Ashwood Solar Project**  
 RWE Solar Development, LLC  
 Ashwood Solar Project

172658236 REV A

**Figure No.**  
**1**

**Title**  
**2-Mile Overview**

C:\Users\skelley\Desktop\172658236-Ashwood\_CIA\_Update\esri\map\Ashwood\_sensatlve\_areas.mxd Revised: 2020-12-09 By: skelley

Attachment B  
Proof of Notice of Application



December 11, 2020

[NAME]

[Address]

[CITY, STATE, ZIP]

**Re: Ashwood Solar I Project**

Dear Mr. & Mrs. [Name],

We are writing again to inform you of a solar energy project we are developing on lands adjacent to your property located in Lyon County, KY. As previously mentioned, we have been working for the past few years to develop the Ashwood Solar I project and are formally submitting our project to the Kentucky Public Service Commission for review and approval to begin construction in the next 12-18 months.

RWE Renewables, the owner of Ashwood Solar I, is one of the world's largest providers of solar, battery storage, onshore & offshore wind operations. We have more than 300 large-scale PV plants developed and constructed worldwide. RWE is active in more than 15 countries and is one of the largest electric utilities in the world. We uphold the highest standard of safety and competency required for long-term and day-to-day operations.

We are excited to bring a solar project to your area and a happy to address any questions or concerns about what having a solar farm in your community means. In general, communities receive numerous economic and environmental benefits from hosting a solar farm. During construction, solar farms can provide up to 100 local jobs during the approximate one-year installation. Solar farms provide high paying, full time technician jobs over their 35-year operational life. The installation and operation of solar farms also increases tax revenue for local communities, which help fund improvements to schools, roads, and social services. And at the end of the projects useful life the land will be restored to its original use.

We've attached a notice for the upcoming permit application submission that will be filled to the State within the coming weeks. If you have any questions about the project or would like to learn more, please feel free to reach out to us. My email is [joshua.mcneely@rwe.com](mailto:joshua.mcneely@rwe.com) and my direct number is (512) 851-9174.

Regards,

Joshua McNeely

RWE Renewables

Parcel	Acreage	Registered land owner	Mailing Address	
		Jacob B Snyder	150 BREEZY LOOP, Fredonia, KY 42411	17
		Tim & Angela Schenk	168 Breezy Loop, Fredonia, KY 42411	18
		Dwanye K Widener	214 Breezy Loop, Fredonia, KY 42411	19
		Patricia A Fisher	234 Breezy Loop, Fredonia, KY 42411	20
		Jordan & Kristen Brunson	254 Breezy Loop, Fredonia, KY 42411	21
		N/A		22
161.36		Herring Family Trust	107 Park Ave, Eddyville, KY 42038	24
15.8		Patty Hawkins	3353 US Highway 641, Fredonia, KY 42411	
11.8		Kenneth W. & Marla M. Pierson	3483 US Highway 641, Fredonia, KY 42411	15
		2 Ricky & Lora Ferguson	8537 W Catalpa Ave, Chicago, IL 60656	25
18.86		Raymond V. & Virginia Waters	2765 US Highway 641, Fredonia, KY 42411	27
6.8		Joseph Walton	10399 Devon CT, Newburgh, IN 47630	26
6.65		Robert L & Ashley Stewart	6010 State Route 1943 W, Eddyville, KY 42038	28
62.3		Billy Joe Dorroh	237 State Route 1943 W, Fredonia, KY 42038	29
73.5		Anthony W. Young	1722 State Route 93 N, Kuttawa, KY 42055	30
		52 Connie R & Jerrell G. White	1253 State Route 1943 W, Eddyville, KY 42038	
24.2		James H Engler	2523 Bennett Jones Road, Eddyville, KY 42038	31
47.4		Jess W. & Sandra Elaine Engler	2599 Bennett Jones Road, Eddyville, KY 42038	32
127.1		Connie R & Jerrell G. White	1253 State Route 1943 W, Eddyville, KY 42038	33
		30 Ronnie Patton	1280 State Route 93 S, Eddyville, KY 42038	34
		106 Chris (Wallace) & Mary A. Hooks	3252 Oak Grove Loop, Eddyville, KY 42038	35
67.8		Diane Doles	PO Box 268, Eddyville, KY 42038	36
48.93		Denzil Kim White	PO Box 693 Eddyville KY 42038	37
124.95		Brian M & Robin Williams	325 Clift Road, Eddyville, KY 42038	1
66.5		Norwood Vied	2744 US Highway 641 S, Fredonia, KY 42411	2
4.08		David & Joann Dean	PO Box 1366, Eddyville, KY 42038	8
102.6		Charlotte Gregory	PO Box 1071 Eddyville KY 42038	12
0.78		Rose Nell Patton	4235 US Highway 641 KY 42411	
1.35		Douglas Phelps	4147 US Highway 641, Fredonia, KY 42411	11
		1 Willis R Jr & Ashley Melander	4230 US Highway 641, Fredonia, KY 42411	7
		284 Carolyn & Thomas Sutton	PO Box 35, Eddyville, KY 42038	6
143.93		Eddy L Mcdowell	4727 US Highway 641, Fredonia, KY 42411	3
1.28		Chris (Wallace) & Mary A. Hooks	3252 Oak Grove Loop, Eddyville, KY 42038	4
4.62		Chris (Wallace) & Mary A. Hooks	3252 Oak Grove Loop, Eddyville, KY 42038	5
1.42		Robert & Martha Williams	4109 Highway 270 W, Sturgis, KY 42459	16
44.19		Chris (Wallace) & Mary A. Hooks	3252 Oak Grove Loop, Eddyville, KY 42038	14
		5 New Bethel Baptist Church - Pastor Jerrell White	1253 State Route 1943 W, Eddyville, KY 42038	Not listed
595.9		Bobbie Jo Butts, Warden - Western Kentucky Correctional Complex	374 New Bethel Church Road, Fredonia, KY 42411	13

7019 2970 0002 0841 1937

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Domestic Mail Only

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LOUISVILLE, KY 40220 OFFICIAL USE

Certified Mail Fee \$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

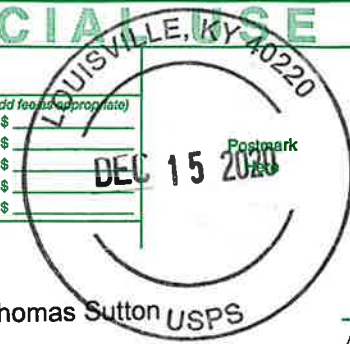
Total Post: \$ \_\_\_\_\_

Sent To **Carolyn & Thomas Sutton** USPS

PO Box 35

Eddyville, KY 42038

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7019 2970 0002 0841 1746

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

LOUISVILLE, KY 40220 OFFICIAL USE

Certified Mail Fee \$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

Total Post: \$ \_\_\_\_\_

Sent To **Patty Hawkins**

3353 US Highway 641

Fredonia, KY 42411

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7019 2970 0002 0841 1692

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

LOUISVILLE, KY 40220 OFFICIAL USE

Certified Mail Fee \$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

Total Post: \$ \_\_\_\_\_

Sent To **Robert L & Ashley Stewart** USPS

6010 State Route 1943 W

Eddyville, KY 42038

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7019 2970 0002 0841 1821

U.S. Postal Service™  
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LOUISVILLE, KY 40220 OFFICIAL USE

Certified Mail Fee \$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

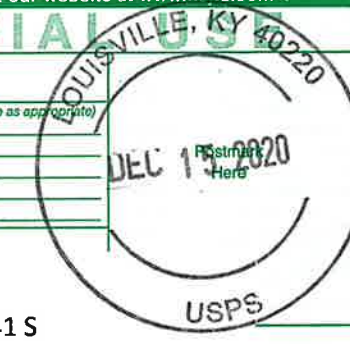
Total Post: \$ \_\_\_\_\_

Sent To **Norwood Vied**

2744 US Highway 641 S

Fredonia, KY 42411

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ \_\_\_\_\_

**Total F** \$ \_\_\_\_\_

**Sent To** Anthony W. Young  
 1722 State Route 93 N  
 Kuttawa, KY 42055

City, State \_\_\_\_\_

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Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ \_\_\_\_\_

**Total F** \$ \_\_\_\_\_

**Sent To** James H Engler  
 2523 Bennett Jones Road  
 Eddyville, KY 42038

City, State \_\_\_\_\_

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Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ \_\_\_\_\_

**Total F** \$ \_\_\_\_\_

**Sent To** Kenneth W. & Marla M. Pierson  
 3483 US Highway 641  
 Fredonia, KY 42411

City, State \_\_\_\_\_

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ \_\_\_\_\_

**Total F** \$ \_\_\_\_\_

**Sent To** Connie R & Jerrell G. White  
 1253 State Route 1943 W  
 Eddyville, KY 42038

City, State \_\_\_\_\_

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
\$ \_\_\_\_\_

Total  
\$ \_\_\_\_\_

Sent  
\$ \_\_\_\_\_

Street  
\_\_\_\_\_

City  
\_\_\_\_\_

Denzil Kim White  
PO Box 693  
Eddyville KY 42038

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
\$ \_\_\_\_\_

Total  
\$ \_\_\_\_\_

Sent  
\$ \_\_\_\_\_

Street  
\_\_\_\_\_

City  
\_\_\_\_\_

Charlotte Gregory  
PO Box 1071  
Eddyville, KY 42038

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Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
\$ \_\_\_\_\_

Total  
\$ \_\_\_\_\_

Sent  
\$ \_\_\_\_\_

Street  
\_\_\_\_\_

City  
\_\_\_\_\_

Ronnie Patton  
1280 State Route 93 S  
Eddyville, KY 42038

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
\$ \_\_\_\_\_

Total  
\$ \_\_\_\_\_

Sent  
\$ \_\_\_\_\_

Street  
\_\_\_\_\_

City  
\_\_\_\_\_

Jess W. & Sandra Elaine Engler  
2599 Bennett Jones Road  
Eddyville, KY 42038

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Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Sent To: Diane Doles

Street: PO Box 268

City: Eddyville, KY 42038

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_


Total \$ \_\_\_\_\_

Sent To: Patricia A Fisher

Street: 234 Breezy Loop

City: Fredonia, KY 42411

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Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Sent To: Billy Joe Dorroh

Street: 237 State Route 1943 W

City: Fredonia, KY 42038

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Sent To: David & Joann Dean

Street: PO Box 1366

City: Eddyville, KY 42038

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

**Sent To** Raymond V. & Virginia Waters  
 2765 US Highway 641  
 Fredonia, KY 42411

City, State, ZIP+4® \_\_\_\_\_

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Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

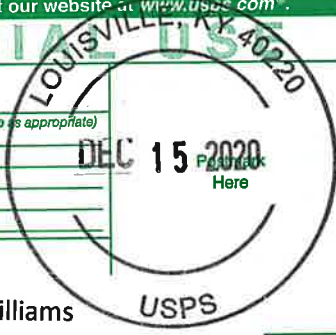
Postage \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

**Sent To** Brian M & Robin Williams  
 325 Clift Road  
 Eddyville, KY 42038

City, State, ZIP+4® \_\_\_\_\_

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Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

**Sent To** Jordan & Kristen Brunson  
 254 Breezy Loop  
 Fredonia, KY 42411

City, State, ZIP+4® \_\_\_\_\_

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

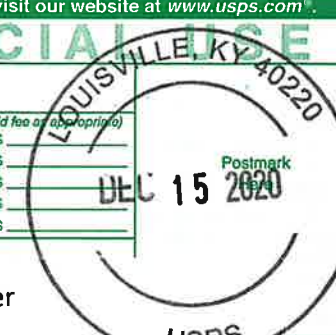
Postage \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

**Sent To** Dwanye K Widener  
 214 Breezy Loop  
 Fredonia, KY 42411

City, State, ZIP+4® \_\_\_\_\_

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Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$

Total Postage  
\$

Sent To  
Rose Nell Patton  
4235 US Highway 641  
Fredonia, KY 42411

City, State

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Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

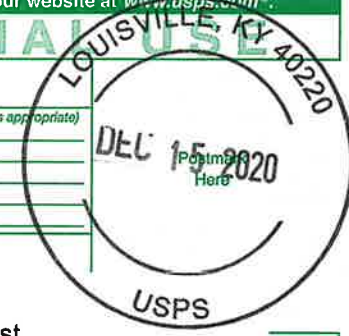
Postage  
\$

Total Postage  
\$

Sent To  
Herring Family Trust  
107 Park Ave  
Eddyville, KY 42038

City, State

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Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$

Total Postage  
\$

Sent To  
Willis R Jr & Ashley Melander  
4230 US Highway 641  
Fredonia, KY 42411

City, State

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Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$

Total Postage  
\$

Sent To  
Robert & Martha Williams  
4109 Highway 270 W  
Sturgis, KY 42459

City, State

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Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ \_\_\_\_\_

**Total F**  
 \$ \_\_\_\_\_

**Sent To** Bobbie Jo Butts, Warden - Westers  
 Kentucky Correctional Complex  
 374 New Bethel Church Road  
 Fredonia, KY 42411

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ \_\_\_\_\_

**Total**  
 \$ \_\_\_\_\_

**Sent To** Eddy L Mcdowell  
 4727 US Highway 641  
 Fredonia, KY 42411

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Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ \_\_\_\_\_

**Total Pos**  
 \$ \_\_\_\_\_

**Sent To** Ricky & Lora Ferguson  
 8537 W. Catalpa Ave  
 Chicago, IL 60656

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ \_\_\_\_\_

**Total Po**  
 \$ \_\_\_\_\_

**Sent To** Chris (Wallace) & Mary A. Hods  
 3252 Oak Grove Loop  
 Eddyville, KY 42038

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
\$ \_\_\_\_\_

Total Pos  
\$ \_\_\_\_\_

Sent To **Tim and Angela Schenk**  
168 Breezy Loop  
Fredonia, KY 42411

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
\$ \_\_\_\_\_

Total Po  
\$ \_\_\_\_\_

Sent To **New Bethel Baptist Church – Pastor  
Jerrell White**  
1253 State Route 1943 W  
Eddyville, KY 42038

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Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
\$ \_\_\_\_\_

Total Postage  
\$ \_\_\_\_\_

Sent To **Joseph Walton**  
10399 Devon Court  
Newburgh, IN 47630

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

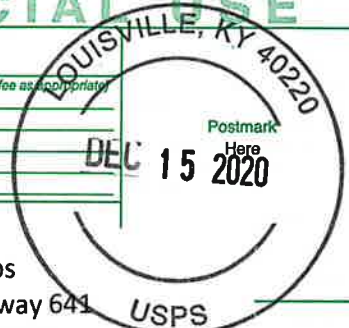
Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
\$ \_\_\_\_\_

Total Postage  
\$ \_\_\_\_\_

Sent To **Douglas Phelps**  
4147 US Highway 641  
Fredonia, KY 42411

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Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$ \_\_\_\_\_  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_  
Total Post \$ \_\_\_\_\_

Sent To **Jacob B. Snyder**  
Street and **150 Breezy Loop**  
City, State, **Fredonia, KY 42411**



7019 2970 0002 0641 1807





Attachment C  
Certificate of Compliance

**KENTUCKY STATE BOARD ON ELECTRIC  
GENERATION AND TRANSMISSION  
ASHWOOD SOLAR I, LLC  
CASE NO. 2020-00280**

**STATEMENT REGARDING CERTIFICATION REQUIRED BY KRS 728.706(2)(d)**

Comes the undersigned and states as follows:

1. That my name is Edward S. Shelton IV and I am the Vice President of Ashwood Solar I, LLC, the Applicant herein.
2. That I am over 18 years of age and I am a resident of the State of California.
3. That I have conducted an inquiry into the facts contained in this Statement and believe them to be true to the best of my knowledge.
4. That the proposed facility as planned will be in compliance with any and all local ordinances and regulations concerning noise control, and will also be in compliance with any and all applicable local planning and zoning ordinances as provided in KRS 278.704(3).
5. There are no setback requirements established by the planning and zoning commission for land located in Lyon County, including Ashwood Solar I's project area.

Signed this 16<sup>th</sup> day of December, 2020.



---

Edward S. Shelton IV

Attachment D  
Public Meeting Documentation



September 2, 2020

Bobbie Jo Butts, Warden  
Western Kentucky Correctional Complex  
374 New Bethel Church Road  
Fredonia, KY 42411

**Re: Ashwood Solar I Project**

Dear Warden Bobbie Jo Butts,

We are writing to introduce ourselves and to inform you of a solar energy project we are developing on lands adjacent, or in close proximity, to the Western Kentucky Correctional Complex near Fredonia, KY. We have been working for the past few years to develop the Ashwood Solar I project and are excited to announce that we are formally progressing with the final development phases and are working to complete the Kentucky State Siting Board permitting process.

RWE Renewables is one of the world's largest providers of solar, battery storage, onshore & offshore wind operations. We have more than 300 large-scale PV plants developed and constructed worldwide. RWE is active in more than 15 countries and is one of the largest electric utilities in the world. We uphold the highest standard of safety and competency required for long-term and day-to-day operations.

We are excited to bring a solar project to your area and a happy to address any questions or concerns about what having a solar farm in your community means. In general, communities receive numerous economic and environmental benefits from hosting a solar farm. During construction, solar farms can provide up to 100 local jobs during the approximate one-year installation. Solar farms provide high paying, full time technician jobs over their 35-year operational life. The installation and operation of solar farms also increases tax revenue for local communities, which help fund improvements to schools, roads, and social services. And at the end of the projects useful life the land will be restored to its original use.

We've attached a notice for the upcoming townhall meeting that will be taking place on September 17<sup>th</sup>, 2020. If you have any questions about the project or would like to learn more, please feel free to reach out to us. My email is [joshua.mcneely@rwe.com](mailto:joshua.mcneely@rwe.com) and my mobile number is (512) 851-9174.

Regards,

Joshua McNeely  
RWE Renewables



September 2, 2020

[NAME]

[Address]

[CITY, STATE, ZIP]

**Re: Ashwood Solar I Project**

Dear Mr. & Mrs. [Name],

We are writing to introduce ourselves and to inform you of a solar energy project we are developing on lands adjacent, or in close proximity, to your property located in Lyon or Caldwell County, KY. We have been working for the past few years to develop the Ashwood Solar I project and are excited to announce that we are formally progressing with the final development phases and are working to complete the Kentucky State Siting Board permitting process.

RWE Renewables is one of the world's largest providers of solar, battery storage, onshore & offshore wind operations. We have more than 300 large-scale PV plants developed and constructed worldwide. RWE is active in more than 15 countries and is one of the largest electric utilities in the world. We uphold the highest standard of safety and competency required for long-term and day-to-day operations.

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Regards,

Joshua McNeely

RWE Renewables

<b>Parcel</b>	<b>Registered land owner</b>	<b>Mailing Address</b>
	Jacob B Snyder	150 BREEZY LOOP, Fredonia, KY 42411
	Tim & Angela Schenk	168 Breezy Loop, Fredonia, KY 42411
	Dwayne K Widener	214 Breezy Loop, Fredonia, KY 42411
	Patricia A Fisher	234 Breezy Loop, Fredonia, KY 42411
	Jordan & Kristen Brunson	254 Breezy Loop, Fredonia, KY 42411
	Patty Hawkins	3353 US Highway 641, Fredonia, KY 42411
	Ronald E. & Linda Cooper	500 E. King st, Fairfield IL 62837
	Angeline Ludwig Trust	122 Breezy Loop, Fredonia, KY 42411
	Royce L Goodchild	213 Breezy Loop, Fredonia, KY 42411
	Geoffrey & Malika Nettesheim	107 Breezy Loop, Fredonia KY 42411
	Larry D & Rose E Hetzer	315 Breezy Loop, Fredonia, KY 42411
	Earl Williams	16 Breezy Loop, Fredonia, KY 42411
	Kenneth W. & Marla M. Pierson	3483 US Highway 641, Fredonia, KY 42411
	Ricky & Lora Ferguson	8537 W Catalpa Ave, Chicago, IL 60656
	Raymond V. & Virginia Waters	2765 US Highway 641, Fredonia, KY 42411
	Robert L & Ashley Stewart	6010 State Route 1943 W, Eddyville, KY 42038
	Billy Joe Dorroh	237 State Route 1943 W, Fredonia, KY 42038
	Anthony W. Young	1722 State Route 93 N, Kuttawa, KY 42055
	Connie R & Jerrell G. White	1253 State Route 1943 W, Eddyville, KY 42038
	James H Engler	2523 Bennett Jones Road, Eddyville, KY 42038
	Jess W. & Sandra Elaine Engler	2599 Bennett Jones Road, Eddyville, KY 42038
	Ronnie Patton	1280 State Route 93 S, Eddyville, KY 42038
	Chris (Wallace) & Mary A. Hooks	3252 Oak Grove Loop, Eddyville, KY 42038
	Diance Doles	PO Box 268, Eddyville, KY 42038
	Brian M & Robin Williams	325 Clift Road, Eddyville, KY 42038
	Norwood Vied	2744 US Highway 641 S, Fredonia, KY 42411
	David & Joann Dean	PO Box 1366, Eddyville, KY 42038
	Rose Nell Patton	4235 US Highway 641 KY 42411
	Douglas Phelps	4147 US Highway 641, Fredonia, KY 42411
	Willis R Jr & Ashley Melander	4230 US Highway 641, Fredonia, KY 42411
	Carolyn & Thomas Sutton	PO Box 35, Eddyville, KY 42038
	Ricky Van McDowell	4766 US Highway 641, Fredonia, KY 42411
	Gary Jones	224 Colby Ave., Duluth, MN 55804
	Eddy L Mcdowell	4727 US Highway 641, Fredonia, KY 42411
	Charles David Dunbar	4053 Pleasant Valley Road, Princeton, KY 42445
	Robert & Martha Williams	4109 Highway 270 W, Sturgis, KY 42459
	New Bethel Baptist Church - Pastor Jerrell White	1253 State Route 1943 W, Eddyville, KY 42038
	Comissioner Cookie Crews - Kentucky Department of Corrections	275 East Main Street, PO Box 2400, Frankfort, KY 40602-2400
	Bobbie Jo Butts, Warden - Western Kentucky Correctional Complex	374 New Bethel Church Road, Fredonia, KY 42411
	Holly Johnson, Secretary	Capital Annex, Room 383, Frankfort, KY 40602



## Postmortem — after death, then what?

**BY MAC WALLS**  
PASTOR, EDDYVILLE  
SECOND BAPTIST CHURCH

This Latin phrase simply means after death. Death is terminal and an opening conversation about death usually terminates a group talk. We have to face reality.

Unless Jesus raptures us, all of us will die physically. (I Thessalonians 4:13-18).

Paul the Apostle states hopefully, "If we have life in this world only, we are of all men most miserable." We are not left in the dark about death. Again, the Apostle writes, "I would not have you ignorant (unlearned) concerning them which are

asleep." (I Thessalonians 4:13). There are more topics about death, and more instruction than a teacher can teach in a lifetime. Let's glance briefly at the inspired Word, the Bible — after death, then what?

1. We will see Jesus. II Corinthians 5:8 says that when we depart this body we will be present with the Lord. Job writes, 19:23-27, "Oh that my words were now written! Oh that they were printed in a book! That they were given with an iron pen and lead in the rock forever! For I know that my redeemer liveth, and that He shall stand

at the latter day upon the earth: and though after my skin worms destroy this body, yet in my flesh shall I see God: When I shall see for myself, and mine eyes shall behold, and not another; though my reins be consumed within me." (I Thessalonians 4:17) Meet Him in the air.

2. You will see the glories of Heaven! II Corinthians 12:4 describes Heaven as unspeakable words. And following in verse seven,

he says that he could not say what he saw, lest he himself should be exalted above measure. David writes Psalm 31:19, "O how great is thy goodness which thou hast laid up for them that fear thee; which thou hast wrought for them that trust in thee before the sons of men!" Reflect, better yet, meditate upon this verse in I Corinthians 2:9, "But as it is written, eye hath not seen, nor ear heard, neither have entered in to

the heart of man, the things which God hath prepared for them that love Him!"

Moral or immoral men do not go to Heaven or Hell. Believers or unbelievers go to Heaven or Hell! Listen with your heart this verse, "That if you shall confess with your mouth the Lord Jesus and believe in your heart you shall be saved. For with the heart one believes unto righteousness, but with the mouth confession is made unto salvation!" — Romans 10:9-10.

Please! Please! accept Him now as your Savior! (To be continued).

**"Moral or immoral men do not go to Heaven or Hell. Believers or unbelievers go to Heaven or Hell!"**

— Mac Walls  
pastor

[www.heraldledger.com](http://www.heraldledger.com)

# THE CLASSIFIED SECTION

CALL 270-388-2269 TO PLACE AN AD!

Email Us At: [sbrennan@timesleader.net](mailto:sbrennan@timesleader.net)

607 West Washington • Princeton, KY 42445 • Classified Deadline - Noon Mondays

ALL YARD SALES MUST BE PREPAID.



### ANNOUNCEMENTS

#### 0107 SPECIAL NOTICE

Please send all payments and other inquiries to PO BOX 439 Princeton Ky 42445. You may call Sheila at 270-365-5588

### GARAGE/ESTATE SALES

#### 0151 GARAGE/ESTATE SALES

Yard Sale, Fri., Sat., Sept. 18-19, 7 a.m. - 7, 14069 KY Hwy. 672, Princeton. Furniture, LOTS of jewelry, knickknacks, Lots of toys. Lots of accessories: new sunglasses, and a lot of other new stuff.

### EMPLOYMENT

#### 0232 GENERAL HELP

LET THE LAUNDRY LADY HELP \$10/Bushel for laundry. (Includes sorting, pre-soaking, bleaching, washing, drying, fluffing, folding) Call 270-625-2136

### PETS

#### 0330 PET SERVICES

\$25 Grooming!!!

All Dogs under 50 pounds only \$25 We do cats too.

270-963-0772 PAWS IN PRINCETON

### FARM

#### 0490 FARM SERVICES

**\*In search of Hunting Land\***  
Retired police officer living in Eddyville seeking hunting lease/lease, will respect your property and willing to share game. 270-388-4992



### MERCHANDISE

#### 0512 MUSICAL MERCHANDISE

**FOR SALE:**  
Kenwood Stereo Receiver Model KR-5150, Akai Reel to Reel Model X200D Solid State and 2 Pioneer CS-99 Speakers. \$300 All Pieces 270-994-1841

### REAL ESTATE FOR RENT

#### 0605 REAL ESTATE FOR RENT

**HUD PUBLISHERS NOTICE:**  
All real estate advertised herein is subject to the Federal Fair Housing Act which makes it illegal to advertise any preference, limitation, or discrimination based on race, religion, color, sex, handicap, familial status or national origin, or intention to make any such preferences, limitations or discrimination. State laws forbid discrimination in the sale, rental or advertising of real estate based on factors in addition to those protected under federal law. We will not knowingly accept any advertising for real

### Notice of Vacant Lyon County Board of Education Seat

The Lyon County School District is seeking applications for appointment to the Lyon County Board of Education. Individuals interested in being appointed to the vacant seat in educational district #4 are encouraged to submit a letter of intent to Superintendent Russ Tilford. Applicants must meet the eligibility requirements established by KRS 160.180 and shall submit with the application complete with evidence of a high school diploma or a GED certificate. This appointment is effective until the end of the term, ending December 31, 2020. This appointment is a public service position. The appointee shall not be employed by the Lyon County School District.

- Requirement for board members must be:**
- At least 24 years old
  - A Kentucky citizen for the last three years.
  - A registered voter in educational district #3.
  - Have a high school diploma or GED certificate.
  - Meet all other qualifications set forth in law (KRS 160.180).

Letters of intent and supporting documentation may be submitted by mail to Superintendent Russ Tilford, 217 Jenkins Road, Eddyville, KY 42038 or by email at [russ.tilford@lyon.kyschools.us](mailto:russ.tilford@lyon.kyschools.us). Letters of interest will be accepted until September 23. Interviews to fill the vacancy will be conducted by the Board of Education after the deadline has passed.

#### 0605 REAL ESTATE FOR RENT

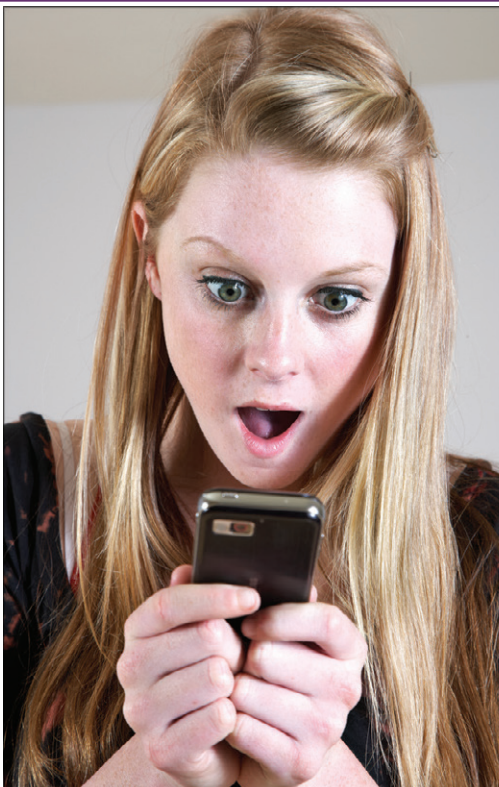
estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

#### 0610 UNFURNISHED APARTMENTS

1,2 and 3 bedroom luxury apartments in Benton. 527-2888.

COX Manor Apartments. One bedroom apartment, rent subsidized, 62 & older, handicapped and disabled. 202/Section 8 EHO. 270-395-4126, TTY 1-800-648-6056.

HARDIN Apartments is now accepting applications for 2 and 3 bedrooms units. Apply at 1111 Poplar St, Benton, KY or call 527-1311. Equal Housing Opportunity. TDD #711. Rent is based on income.



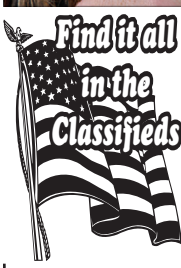
## Newspaper Myth

Nobody reads newspapers any more.

## Newspaper Fact

170 million U.S. adults (three out of every four) read a newspaper in print or online in the average week.

MORI Research 2009, Facts Figures and Logic 2009



### The Herald Ledger

Please mail all payments to P.O. Box 439 Princeton KY 42445 Call Sheila for assistance at 270-365-5588

### CORRECTION OF PUBLIC NOTICE

Ashwood Solar I, LLC, is proposing to construct and operate a solar energy project in Lyon County, Kentucky. The proposed Ashwood Solar I Project will be located on approximately 900 acres near New Bethel Baptist Church off Highway 641, approximately 2 miles South of Fredonia. A public meeting to inform the community about the project will take place on Thursday, September 17, 2020 at 5:30PM Central (6:30PM EDT).

In order to comply with current guidelines for social distancing, the public meeting and information about the project will be accessible as follows:

- (1) All representatives and experts from Ashwood Solar I, LLC making presentations at the public meeting will do so via a Webex online meeting.
- (2) Members of the public will be able to view the public meeting live, on-line on Webex, without cost, by registering with a valid email address at [joshua.mcneely@rwe.com](mailto:joshua.mcneely@rwe.com) Participants will be able to ask questions either orally or in writing at the end of the presentation.
- (3) Members of the public are strongly encouraged to participate via the online meeting. The public meeting will also be projected for viewing at the Lyon County Old Courthouse Courtroom, 500 W. Dale Ave, Eddyville, KY at which a representative of Ashwood Solar I, LLC will be present and a mechanism will be provided for any in-person attendees to ask questions. In-person attendance at the public meeting will be consistent with guidelines and directives from the CDC and the Office of the Governor in effect at the time of the meeting, including, but not limited to, social distancing and the requirement that masks be properly worn at all times. In order to allow for social distancing, the number of attendees at the in-person meeting will be limited and spaces allocated to the public on a first-come, first-served basis. To sign up for a space at the in-person meeting please email [joshua.mcneely@rwe.com](mailto:joshua.mcneely@rwe.com) or call 512-851-9173.
- (4) A large-scale layout map of the proposed project will be available to the public for review in the entrance to the Lyon County Fiscal Court, Old Courthouse at 500 W. Dale Ave, Eddyville, KY for the three business days prior to the public meeting.
- (5) The proposed photovoltaic solar project will consist of solar panels installed on racks with an approximate maximum height of 20 feet, inverters, transformers, associated wiring and balance of system, and a substation. The power generated by the project will be linked to the electric transmission grid via the existing transmission line that crosses the property.

Anyone with questions about the September 17th public meeting or the Ashwood Solar I Project may request information by emailing [joshua.mcneely@rwe.com](mailto:joshua.mcneely@rwe.com) or calling 512-851-9173.

### NOTICE

The 2019 Sheriff's Fee Audit is complete and is on file in the Lyon County Sheriff's Office. The public can view and/or obtain a personal copy of the complete audit report, including financial statements and supplemental information from our office. Citizens requesting a personal copy of the audit report will be charged for a duplication cost at a rate of (\$0.25) per page. Copies of the financial statement prepared in accordance with KRS 424.220 is available to the public at no cost. Our office hours are:

Monday -Friday  
(8:00 a.m. to 4:00 p.m.)

If you have any questions, you may contact our office at (270) 388-2311.

Brent White  
Lyon County Sheriff

**The Kentucky Department of Corrections** has openings for **Correctional Officers** in Eddyville. These positions maintain custody and control of inmates and may perform related special assignments. Applicants must be a high school graduate or have a GED. Must be twenty-one years of age to apply. Applicants and employees in this classification will be required to submit to a drug screening test and background check. Apply online at <https://careers.ky.gov>. For inquiries, contact A'Neal Lockhart at 270-388-2211 ext. 252 at the Kentucky State Penitentiary. Equal Opportunity Employer M/F/D.

### REQUEST FOR STATEMENTS OF QUALIFICATIONS

The City of Kuttawa is accepting Statements of Qualifications for architectural design, inspection, and construction supervision services to be performed for the Kuttawa Fire Department Construction Project. The project is expected to involve the construction of a new fire station and base of operations for the Kuttawa Fire Department. It is anticipated that the city will submit application to and the project may be funded in part by a combination of federal, state and local funding sources including but not limited to USDA, EDA, CDBG FEMA and other federal, state and local funding sources.

In order to be considered, statements of qualifications must be received by 4 p.m. local time on Monday, October 5, 2020. They should be sealed and labeled "Kuttawa Fire Department Construction Project." The City of Kuttawa reserves the right to reject any or all statements of qualifications.

The statements of qualifications will be evaluated and ranked on the basis of the following considerations:

1. Experience or technical expertise of the firm with regard to the type of services to be provided on projects of a similar nature.
  2. Past record of performance with the locality and other clients, including quality of work and timeliness.
  3. Capacity of the firm to work within time limitations, taking into consideration the current and planned workload of the firm.
  4. Proximity and accessibility of the firm to the City.
  5. Familiarity with the project requirements and locality.
- Statements of Qualifications should include the following information:
1. Outline the experience and qualifications of the firm and the individual(s) to be assigned to the project.
  2. Describe the past record of performance with the locality and with other clients. Include the name and number of a contact person for each referenced project.
  3. Outline the firm's capacity for performance. Describe the timeframe for services to be provided and staffing considerations such as availability, workload, etc.
  4. State the base of operations for the firm and briefly analyze accessibility to the locality.
  5. Describe the degree of familiarity with the locality.
- The qualification statements will be scored based upon the following criteria:

### EVALUATION/AWARD CRITERIA

1. Experience and qualifications 35 points
  2. Past Performance 30 points
  3. Capacity for performance 20 points
  4. Accessibility 15 points
  5. Familiarity with locality and project 25 points
- Total Points Possible 125

Questions concerning this Request for Statements of Qualifications should be addressed to Jared Nelson at the Pennyrite Area Development District, via email at [jared.nelson@ky.gov](mailto:jared.nelson@ky.gov) or phone at 270-886-9484. All questions should be submitted no less than 5 days prior to the deadline on October 5.

Statements of Qualifications will be evaluated on the basis of written materials, therefore it is not necessary that a representative of the firm attend the evaluation meeting. After the close of evaluations, the City will contact the highest ranking firm and enter negotiations. If the City is unable to negotiate a satisfactory agreement, the second ranked firm will be contacted.

The City will adhere to the provisions of Title VI of the Civil Rights Act of 1964, and Section 3 in the implementation of this project. No person shall be excluded from participation in, denied benefits of, or subjected to discrimination in the implementation of this program on the grounds of race, color, national origin, or sex. Attention is particularly called to the requirements as to conditions of employment to be observed under the contract, Section 3, Segregated Facilities, Section 109, Title VI, E.O. 11246, the Anti-Kickback Act and Section 504 requirements.

All Statements of Qualifications should be addressed to: "Kuttawa Fire Department Construction Project," c/o Mayor Barbara Campbell, City of Kuttawa, PO Box 400, Kuttawa, KY 42055. Proposals received after the deadline on October 5 at 4:00 p.m. CST will not be considered.

Equal Opportunity Employer



APPOINTMENTS REQUIRED

Monday	1:00 - 4:30
Tuesday	1:00 - 4:30
Wednesday	1:00 - 4:30
Thursday	1:00 - 4:30
Friday	1:00 - 4:30

CORRECTION OF PUBLIC NOTICE

Ashwood Solar I, LLC, is proposing to construct and operate a solar energy project in Lyon County, Kentucky. The proposed Ashwood Solar I Project will be located on approximately 900 acres near New Bethel Baptist Church off Highway 641, approximately 2 miles South of Fredonia. A public meeting to inform the community about the project will take place on Thursday, September 17, 2020 at 5:30PM Central (6:30PM EDT).

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Anyone with questions about the September 17th public meeting or the Ashwood Solar I Project may request information by emailing [joshua.mcneely@rwe.com](mailto:joshua.mcneely@rwe.com) or calling 512-851-9173.

Attachment E  
Acknowledgment of Completed  
Application for Interconnection

March 16, 2017

Mr. Michael Volpe  
Ashwood Solar I, LLC  
1105 Navasota St  
Austin, TX 78702

**SUBJECT:** Acknowledgement of Completed Application of Generation Interconnection Request LGE-GIS-2017-002

Dear Mr. Volpe,

Pursuant to Section 3.3.2 of Attachment M to the Open-Access Transmission Tariff ("OATT") of the Louisville Gas and Electric/Kentucky Utilities Services Company ("LG&E/KU"), TranServ International, Inc. ("TranServ"), as the Independent Transmission Organization ("ITO") for LG&E/KU hereby acknowledges receipt of a Generation Interconnection ("GI") Request dated March 01, 2017 for a new 86 MW Solar generating facility connecting to 161 KV circuit that runs from North Princeton to South Paducah. The ITO received the Photovoltaic information and the contact information of the representative of interconnection customer on date March 13, 2017 and March 15, 2017 respectively.

LG&E/KU's OATT incorporates most of the standardized Large Generator Interconnection Procedures ("LGIP") in Attachment M. Section 3.3.1 of the LGIP contains three (3) requirements for initiating an Interconnection Request including (i) submitting a \$10,000 USD deposit, (ii) submitting a completed GI Application and (iii) demonstrating Site Control or posting an additional deposit of \$10,000 USD.

With respect to conditions (i), (ii), and (iii), Ashwood Solar I, LLC has provided a \$10,000 USD deposit, a completed application, and Memorandum of Solar Energy Lease and Easement Agreement for Site control.

Therefore, Ashwood Solar I, LLC has met all conditions in Section 3.3.1 of LGIP and the ITO now deems the GI Request Submitted by Ashwood Solar I, LLC to be valid.

This new GI request is added to the LG&E/KU GI queue as project LGE-GIS-2017-002.

TranServ proposes a Webcast between Transmission Owner ("TO") (LG&E/KU) and Customer for a Scoping meeting to be held on March 31, 2017 or April 01, 2017. The primary purpose of the Scoping meeting is to establish the Point of Interconnection. This meeting is also to advise Ashwood Solar I, LLC of the option of selecting to perform a Feasibility Study or go directly to an Interconnection System Impact Study.

Within five (5) business days after TranServ receiving customer study choice, TranServ will issue an appropriate Study Agreement including estimated costs for customer to execute.

**TranServ International, Inc.**  
3660 Technology Drive NE  
Minneapolis, MN 55418  
Phone: 763.205.7080

Sincerely,

A handwritten signature in blue ink that reads "Kevin Burns".

Kevin Burns

President

kevin.burns@transervinternational.net

c: Simon Cherucheril, TranServ International, Inc.  
Mary Brown, TranServ International, Inc.  
Ashley Moore, LG&E and KU  
Delyn Kilpack, LG&E and KU

Attachment F  
System Impact Study Report  
Executive Summary

# **LGE-GIS-2017-002**

## **Generation Interconnection Request**

### **System Impact Study Report**

### **Executive Summary**

## **Project #483**

Version 1.0

January 10, 2018

**TranServ International, Inc.**  
3660 Technology Drive NE  
Minneapolis, MN 55418  
Phone: 763.205.708

## **Legal Notice**

Neither TranServ International, Inc. (TranServ), nor Louisville Gas & Electric Company and Kentucky Utilities Company (LG&E and KU) nor any person acting on or in the behalf, makes any warranty, expressed or implied, with respect to the use of any information or methods disclosed in this document, or assumes any liability with respect to the use of any information or methods disclosed in this Report. Recipients of this Report release TranServ and LG&E and KU from any liability for direct, indirect, consequential, or special loss or damage whether arising in contract, warranty, express or implied, tort or otherwise, and regardless of fault, negligence and/or strict liability.

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## 1. Executive Summary

TranServ International, Inc. (TranServ), as an Independent Transmission Organization (ITO) of Louisville Gas & Electric/Kentucky Utilities (LG&E and KU), has received the following Generation Interconnection (GI) Request to provide Network Resource Interconnection Service (NRIS) to the LG&E and KU Transmission Network. TranServ has evaluated the GI Request listed in Table 1-1. This report contains the System Impact Study (SIS) results for Generation Interconnection Request LGE-GIS-2017-002.

**Table 1-1 Request Details**

Queue Position	Queue Date	County	State	Max Output (MW) S/W	Point of Inter-connection	In-Service Date	Inter-connection Service Type	Generator Type
LGE-GIS-2017-002	03/01/2017	Lyon	KY	86/86	North Princeton-Livingston County 161 kV	05/01/2019	NRIS	Solar

As shown in Table 1-1, the LGE-GIS-2017-002 request seeks to interconnect a solar generator by tapping into the existing North Princeton to Livingston County 161 kV line. If the LGE-GIS-2017-002 request is granted, the new generation will have interconnection rights for 86 MW output both in the summer and winter. The in-service date of the LGE-GIS-2017-002 request is May 01, 2019. This GI SIS analyzed the impact of this addition, located in Lyon County, Kentucky in accordance with the LG&E and KU Large Generator Interconnection Study Criteria document as posted on the LG&E and KU Open Access Same-Time Information System (OASIS).

An Ad Hoc Study Group was involved in the study process.

The GI request, LGE-GIS-2017-002, will source from the new solar generation interconnected tapping into the existing North Princeton to Livingston County 161 kV line and then sink into the LG&E and KU system in merit order. TranServ performed this SIS to determine the impact of this GI on the transmission network. The simulations performed considered steady-state contingencies in Categories P0, P1, P2 EHV, P3, and P4 EHV and stability disturbances in Categories P0, P1, P2, P4, and P7 of the current effective versions of North American Electric Reliability Corporation (NERC) TPL-004 standards and the LG&E and KU Transmission System Planning Guidelines.

This study included the effect of all earlier queued LG&E and KU GI requests. This study also included the effect of all confirmed Transmission Service Requests (TSRs). Representation of these GI and TSRs may have necessitated representation of associated planned transmission

improvements. Thus, it is important to realize that if the planned improvements do not come to fruition, the subject request's impact on the transmission system as identified by this study may become invalid and a revised study may become necessary before GI service can be granted.

### **1.1 Steady-State Analysis Results**

No thermal or voltage constraints due to the subject request were found in the Steady-State Analysis.

### **1.2 Flowgate Analysis Results**

No flowgate constraints due to the subject request were found.

### **1.3 Short Circuit Analysis Results**

The Short Circuit Analysis results indicate that the transmission system has adequate interrupting capabilities to accommodate the addition of the new Solar generator.

### **1.4 Stability Analysis Results**

For all tested disturbances, all monitored voltages and angles were found to be within acceptable limits with the addition of the new Solar generator.

### **1.5 Conclusion**

No thermal, voltage, flowgate, short circuit or stability constraints due to the subject request were found.

LG&E and KU has provided a good faith estimate of interconnection costs. A summary of LG&E and KU's non-binding planning level cost estimate is given below:

- Generator Owner Facilities: Customer to determine
- Transmission Interconnection Facilities: \$4,620,000 USD.
- Network Facilities: \$7,320,000 USD.
- Distribution Facilities: \$0 USD.

LG&E and KU's good faith estimate of the total cost for all facilities is **\$11,940,000 USD**. A detailed non-binding planning level cost estimate is given in Section 7 of the Full Report and will be further refined in the Facilities Study.

The full report is available on the LG&E and KU Critical Energy Infrastructure Information (CEII) File Transfer Protocol (FTP) site. See study report title posting on OASIS for instructions for

accessing LG&E and KU CEII FTP site. The LG&E and KU secure CEII FTP site URL is:  
<https://eft.lge-ku.com/EFTClient/Account/Login.htm>.

Attachment G  
Feasibility Study Report



**PPL companies**

# **FS-LGE-GIS-2017-002 Facilities Study Report**

May 25, 2018

Study & Preliminary Report Completed By:  
LG&E/KU Transmission

Report Prepared By:  
TranServ International, Inc. (ITO)

**TranServ International, Inc.**  
3660 Technology Drive NE  
Minneapolis, MN 55418  
Phone: 763.205.7080

## **Legal Notice**

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# 1. Executive Summary

A Facilities Study was performed by LG&E/KU for the following request:

**Table 1  
Request Details**

Queue Position	Queue Date	County	State	Max Output (MW) S/W	Point of Inter-connection	In-Service Date	Inter-connection Service Type	Generator Type
LGE-GIS-2017-002	03/01/2017	Lyon	KY	86/86	North Princeton-Livingston County 161 kV	05/01/2019	NRIS	Solar

TranServ as Independent Transmission Organization (ITO) completed a Generator Interconnection (GI) System Impact Study (SIS). The GI SIS analyzed the impact of this uprate, located near Louisville, Kentucky, in accordance with the LG&E and KU Large GI Study Criteria document as posted on the LG&E and KU Open Access Same-Time Information System (OASIS). Customer executed a Facility Study Agreement with for the ITO and LG&E and KU to complete a Facilities Study. LG&E and KU contracted Burns & McDonnell to perform this study and LG&E and KU provided the study results to the ITO.

The LG&E/KU Open Access Transmission Tariff (OATT) states that the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer, (ii) the Eligible Customer’s appropriate share of the cost of any Network Upgrades, and (iii) the time required to complete such construction and initiate the requested service.

No network upgrades were identified in the SIS.

TranServ has reviewed the Facilities Study results and draft Facilities Study report from LG&E and KU and prepared this final report in accordance with the LG&E and KU OATT.



## 2. Facilities Study Results from LG&E and KU

This Interconnection Facilities Study report provides an estimated cost (consistent with Attachment A of the Facilities Study agreement) and schedule for required facilities to interconnect the Large Generating Facility to the Transmission System. <sup>[1]</sup>

### 2.1 Methodology

Under the FERC Approved OATT specifically, the Large Generator Interconnection Agreement (LGIA), there are four types of defined facilities:

1. Interconnection Customer Interconnection Facilities (Generation Owner Facilities)
2. Transmission Owner Interconnection Facilities (Interconnection Facilities)
3. Network Upgrades (Network Facilities)
4. Distribution Upgrades (Distribution Facilities)

Article 11 of the LGIA specifies which party (Transmission or Generator Owner) has a construction obligation and who bears the expense of that obligation. Based on the requirements within the LGIA:

#### 1. Generator Owner Facilities:

The Generator Owner is responsible for building, owning, and maintaining the assets. The Generator Owner bears the expense for these assets.

#### 2. Interconnection Facilities:

LG&E and KU Transmission is responsible for building, owning, and maintaining the assets. The Generator Owner bears the non-refundable expense for these assets (Generation contribution to Transmission).

#### 3. Network Facilities:

LG&E and KU Transmission is responsible for building, owning, and maintaining the assets. However, the Generator Owner funds the initial expense for the Network Facilities unless LG&E and KU Transmission chooses to fund them. Any funds received from the Generator will be refunded to the Generator, plus interest, as the Generator takes transmission service, or repayment can be set up over a defined period. The Terms of payment for the Network Facilities will be determined in the negotiation period (identified in the LG&E and KU OATT: Attachment M Section 11) of the LGIA.

#### 4. Distribution Facilities:

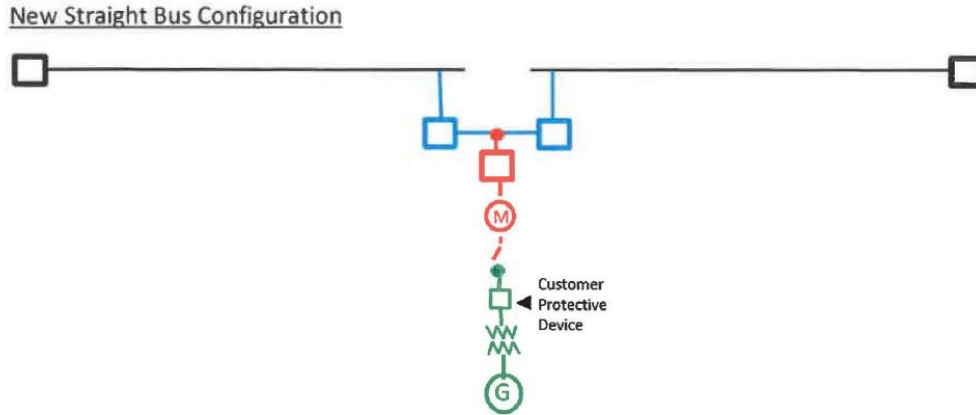
LG&E and KU Transmission does not own any Distribution Assets. So, Distribution Asset Costs identified would be reviewed and determined with the local distribution utility.

### **2.2 Total Conceptual Cost Estimate: (Total Estimated Cost \$4,354,000 USD)**

The cost estimates are based on a straight bus interconnection configuration as shown in Figure 2-1 and the following assumptions. The estimated total project cost is estimated with +/- 20% accuracy

- No costs are included in this estimate for the following:
  - Land purchase
  - Clearing, grading, erosion control, or any environmental requirements.
  - Permitting
  - Substation access road
- A portion of the costs account for utility burden rates which vary over time. To accurately price these costs, this estimate assumes the below schedule:
  - Detailed Engineering Costs in 2019 & 2020
  - Material Costs in 2020
  - Construction Costs in 2020 & 2021
  - Project Management Costs in 2019, 2020, & 2021

**Figure 2-1: Generator Interconnection Facilities**



**Legend:**

- Black = Existing Transmission Facilities
- Blue = New Network Facilities
- Red = Transmission Interconnection Facilities
- Ⓜ = Interconnection Metering and Associated Equipment
- Green = Generation Facilities
- = Point of Interconnection
- = Point of Change of Ownership

The costs and facilities identified are summarized in Table 2-1 and detailed below.

**Table 2-1  
 Total Facility Cost Estimate**

Description	Labor	Materials	Total	Customer Portion	LG&E and KU Portion
Substation	\$2,154,000	\$1,713,000	\$3,867,000	\$1,276,000	\$2,591,000
Telecom	\$30,000	\$132,000	\$162,000		\$162,000
Transmission Lines	\$130,000	\$195,000	\$325,000		\$325,000
<b>Totals</b>	<b>\$2,314,000</b>	<b>\$2,040,000</b>	<b>\$4,354,000</b>	<b>\$1,276,000</b>	<b>\$3,078,000</b>

The cost estimates are allocated based on the “*Allocation of Costs for Generator Interconnections*” dated 01/01/2018 posted on OASIS.

### 2.3 Generator Owner Facilities

The generator owner is responsible for the installation and costs for the generator, step up transformer and customer protective devices up to the transmission owner metering equipment. The customer is responsible for determining the generator owner costs for the facilities owned and operated by the customer.

### 2.4 Transmission Interconnection Facilities: (Total Estimated Cost \$1,276,000 USD)

The customer is responsible for transmission interconnection facilities between the generator owner facilities and the point of interconnection. The LG&E and KU non-binding cost estimate for transmission interconnection facilities is shown in Table 2-2 and includes the following:

- (1) 161kV circuit breaker
- (1) 161kV manually-operated disconnect switch
- (1) 161kV motor-operated disconnect switch
- (1 set of) 161kV metering equipment
- (3) 161kV line arresters
- (1) line relay panel located in the new control house
- (1) metering panel located in the new control house
- 33% of the (1) Control House & Relay Panels
- 33% of the Steel Box Structure
- 33% of the (3) 161kV Bus Potential Transformers
- 33% of the (1) 161kV Station Service Voltage Transformer

**Table 2-2  
Transmission Interconnection Facility Cost Estimate**

Description	Cost (USD)
Substation	\$1,276,000
<b>Total</b>	<b>\$1,276,000</b>

### 2.5 Network Facilities: (Total Estimated Cost \$3,078,000 USD)

#### Network Interconnection Facilities: (Total Estimated Cost \$3,078,000 USD)

LG&E and KU non-binding planning level cost estimate for network interconnection facilities is shown in Table 2-3 and includes the following:

- 2) 161kV circuit breakers
- (4) 161kV manually-operated disconnect switches
- (6) 161kV line arresters
- 67% of the (3) 161kV Bus Potential Transformers
- 67 % of the (1) 161kV Station Service Voltage Transformer
- 67 % of the (1) Steel Box Structure
- 67% of the (1) Control House & Relay Panels
- (2) Relay Panel replacements at North Princeton and Livingston County substations
- Transmission Line to the new substation location. This estimate assumes that the substation will be offset to one side of the existing transmission line, located within 200 ft of the existing right-of-way, and will allow the transmission line structures to be guyed steel poles.
- Telecom equipment for the transmission line, substation, and control house

**Table 2-3  
 Network Interconnection Facility Cost Estimate**

Description	Cost (USD)
Substation	\$2,591,000
Telecom	\$162,000
Transmission Lines	\$325,000
<b>Totals</b>	<b>\$3,078,000</b>

**2.6 Network Upgrade Facilities: (Total Estimated Cost \$0 USD)**

No network constraints were identified in the SIS. Thus no cost estimate is provided to mitigate network constraints.

**2.7 Distribution Facilities: (Total Estimated Cost \$0 USD)**

No distribution facility upgrades have been identified.

**2.8 Project Completion Timeframes**

The estimated completion time for the interconnection facilities is 24 months from execution of the LGIA.

### 3. References

[1][https://www.oasis.oati.com/woa/docs/LGEE/LGEEdocs/Allocation\\_of\\_Costs\\_for\\_Generator\\_Interconnections\\_effective\\_1-1-2018.pdf](https://www.oasis.oati.com/woa/docs/LGEE/LGEEdocs/Allocation_of_Costs_for_Generator_Interconnections_effective_1-1-2018.pdf)

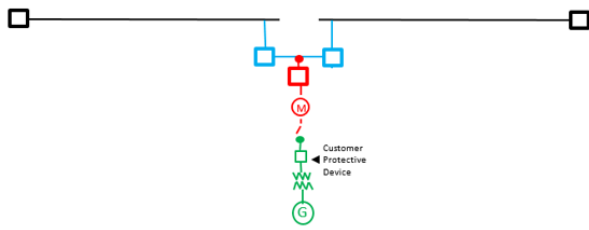
## Change in Configuration from Facilities Study (FS) to Large Generator Interconnection Agreement (LGIA) for LGE-GIS-2017-002

The FS for this 86MW solar request contemplated a straight bus configuration, and thus all expenses and cost allocations provided in the FS report were based on that configuration. Upon further internal discussion, LG&E/KU decided that the more reliable configuration for the 86MW solar generator would be a ring bus. This determination was primarily based on the improved operational flexibility provided by a ring bus; specifically, this configuration will allow the generator and lines to stay in service during any routine or forced breaker and relay outage. Therefore, in the LGIA, all expenses and cost allocations have been based on the ring bus configuration. Below is a comparison of the expenses and cost allocation for the Interconnection Customer and the Transmission Owner.

### Cost Allocation From Facility Study for Straight Bus Configuration

Transmission Interconnection Facility Cost Estimate	
Substation	\$1,276,000
Total	\$1,276,000

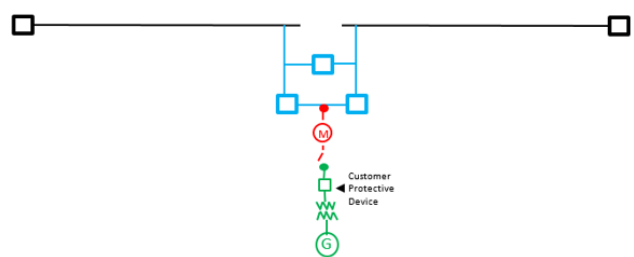
Network Interconnection Facility Cost Estimate	
Substation	\$2,591,000
Telecom	\$162,000
Transmission Lines	\$325,000
Total	\$3,078,000



### Revised Cost Allocation for Ring Bus Configuration

Transmission Interconnection Facility Cost Estimate	
Substation	\$918,000
Total	\$918,000

Network Interconnection Facility Cost Estimate	
Substation	\$3,498,000
Telecom	\$162,000
Transmission Lines	\$325,000
Total	\$3,985,000



#### Legend:

Black = Existing Transmission Facilities

Blue = New Network Facilities

Red = Transmission Interconnection Facilities

(M) Interconnection Metering and Associated Equipment

Green = Generation Facilities

● Point of Interconnection

● Point of Change of Ownership

Any upgrades required beyond the Points of Interconnection would be considered Network Upgrades

Attachment H  
Interconnection Agreement



LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA)

Entered into by

Louisville Gas and Electric Company

And Kentucky Utilities Company

and

Ashwood Solar I, LLC

**APPENDIX 6 TO THE LGIP**  
**STANDARD LARGE GENERATOR**  
**INTERCONNECTION AGREEMENT (LGIA)**

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**STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT**

THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this 30<sup>th</sup> day of November 2018, by and between Ashwood Solar I, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Interconnection Customer" with a Large Generating Facility), and Louisville Gas and Electric Company ("LG&E") and Kentucky Utilities Company ("KU"), each a corporation organized and existing under the laws of the State/Commonwealth of Kentucky (LG&E and KU collectively, "Transmission Owner"). Interconnection Customer and Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

**Recitals**

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

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

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

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

**Article 1. Definitions**

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

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

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

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

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

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

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

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

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

**Base Case** shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the ITO, Transmission Owner or Interconnection Customer.

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

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

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

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

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



Interconnection System Impact Study.

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

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

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

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

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

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

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

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

discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

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

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

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

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

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

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

**Generating Facility** shall mean Interconnection Customer's device for the production of electricity identified in the Generator Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

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

**Generator Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to interconnect a new Generating Facility, or to increase the capacity

of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission Owner's Transmission System.

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

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

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

**Independent Transmission Organization** shall mean the entity (referred to herein as the "ITO") to which LG&E/KU have delegated the responsibility and authority to administer the Tariff.

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

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

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

**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection

Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Owner's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

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

**Interconnection Facilities Study** shall mean a study conducted for the Interconnection Customer by the Transmission Owner as directed, and subject to review by, the ITO, in order to determine a list of facilities (including Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission Owner's Transmission System. The scope of the study is defined in Section 8 of the Standard Large Generator Interconnection Procedures.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

**Interconnection Feasibility Study** shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Transmission Owner's Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures.

**Interconnection Feasibility Study Agreement** shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

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

**Interconnection Study** shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures.

**Interconnection System Impact Study** shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission Owner's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on the Adverse System Impacts identified in the Interconnection Feasibility Study, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures.

**Interconnection System Impact Study Agreement** shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

**IRS** shall mean the Internal Revenue Service.

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

**Large Generating Facility** shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

**Loss** shall mean any and all losses 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 performance, or non-performance of its obligations under the Standard Large Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

**Material Modification** shall mean those modifications that have a material impact on the cost or timing of any Generator Interconnection Request with a later queue priority date.

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

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

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

Load on a non-interruptible basis.

**Network Resource Interconnection Service** shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Large Generating Facility with the Transmission Owner's Transmission System (1) in a manner comparable to that in which the Transmission Owner integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

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

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

**Optional Interconnection Study** shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

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

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

**Point of Interconnection** shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Owner's Transmission System.

**Queue Position** shall mean the order of a valid Generator Interconnection Request, relative to all other pending valid Generator Interconnection Requests, that is established based upon the date and time of receipt of the valid Generator Interconnection Request by the ITO.

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

**Reliability Coordinator** shall mean the party charged with providing reliability coordination service for the Transmission Owner's system in accordance with Attachment P hereto.

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

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

**Small Generating Facility** shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.

**Stand Alone Network Upgrades** shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Owner and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement.

**Standard Large Generator Interconnection Agreement (LGIA)** shall mean the form of interconnection agreement applicable to a Generator Interconnection Request pertaining to a Large Generating Facility that is included in the Transmission Owner's Tariff.

**Standard Large Generator Interconnection Procedures (LGIP)** shall mean the interconnection procedures applicable to a Generator Interconnection Request pertaining to a Large Generating Facility that are included in the Transmission Owner's Tariff.

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

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

**Transmission Owner** shall mean LG&E/KU, the public utility operating companies.

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

**Transmission System** shall mean the facilities owned and operated by the Transmission Owner that are used to provide transmission service under Part II and Part III of the Transmission Owner's Tariff.

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

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

## **Article 2. Effective Date, Term, and Termination**

### **2.1 Effective Date.**

This LGIA 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. The Transmission Owner shall promptly file this LGIA with FERC upon execution in accordance with Article 3.1, if required.

### **2.2 Term of Agreement.**

Subject to the provisions of Article 2.3, this LGIA shall remain in effect for a period of ten (10) years from the Effective Date or such other longer period as Interconnection Customer may request (Term to be specified in individual agreements) and shall be automatically renewed for each successive one-year period thereafter.

### **2.3 Termination Procedures.**

#### **2.3.1 Written Notice.**

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

#### **2.3.2 Default.**



Any Party may terminate this LGIA in accordance with Article 17.

**2.3.3** Notwithstanding Articles 2.3.1 and 2.3.2, 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 LGIA, which notice has been accepted for filing by FERC.

## **2.4 Termination Costs.**

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

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

If an Interconnection Customer terminates this LGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which Transmission Owner has incurred expenses and has not been reimbursed by Interconnection Customer.

**2.4.2** Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer

chooses not to accept delivery of, in which case Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

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

**2.5 Disconnection.**

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

**2.6 Survival.**

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

**Article 3. Regulatory Filings**

**3.1 Filing.**

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

**Article 4. Scope of Service**

**4.1 Interconnection Product Options.**

Interconnection Customer has selected the following (checked) type of Interconnection Service:

**4.1.1 Energy Resource Interconnection Service.**

#### **4.1.1.1 The Product.**

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

#### **4.1.1.2 Transmission Delivery Service Implications.**

Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Large Generating Facility into and deliver power across the interconnecting Transmission Owner's Transmission System on an "as available" basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. Where eligible to do so (e.g., PJM, ISO-NE, NYISO), Interconnection Customer may place a bid to sell into the market up to the maximum identified Large Generating Facility output, subject to any conditions specified in the interconnection service approval, and the Large Generating Facility will be dispatched to the extent Interconnection Customer's bid clears. In all other instances, no transmission delivery service from the Large Generating Facility is assured, but Interconnection Customer may obtain Point-to-Point Transmission Service, Network Integration Transmission Service, or be used for secondary network transmission service, pursuant to Transmission Owner's Tariff, up to the maximum output identified in the stability and steady state studies. In those instances, in order for Interconnection Customer to obtain the right to deliver or inject energy beyond the Large Generating Facility Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of Transmission Owner's Tariff. The Interconnection Customer's ability to inject its Large Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of Transmission Owner's Transmission System at such time as a transmission service request is made that

would accommodate such delivery. The provision of firm Point-to-Point Transmission Service or Network Integration Transmission Service may require the construction of additional Network Upgrades.

#### **4.1.2 Network Resource Interconnection Service.**

##### **4.1.2.1 The Product.**

ITO must conduct the necessary studies in coordination with the Transmission Owner and the Transmission Owner must construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which Transmission Owner integrates its generating facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Owner shall construct the facilities identified in Attachment A to this LGIA.

##### **4.1.2.2 Transmission Delivery Service Implications.**

Network Resource Interconnection Service allows Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on Transmission Owner's Transmission System as a Network Resource, up to the Large Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Owner's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Large Generating Facility in the same manner as it accesses Network Resources. A Large Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Large Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if an Interconnection Customer's Large Generating Facility has

not been designated as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all generating facilities that are similarly situated. The provision of Network Integration Transmission Service or firm Point-to-Point Transmission Service may require additional studies and the construction of additional upgrades. Because such studies and upgrades would be associated with a request for delivery service under the Tariff, cost responsibility for the studies and upgrades would be in accordance with FERC's policy for pricing transmission delivery services. Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on Transmission Owner's Transmission System without incurring congestion costs. In the event of transmission constraints on Transmission Owner's Transmission System, Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures in Transmission Owner's Transmission System in the same manner as Network Resources.

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

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

of congestion or redispatch costs may require additional studies and the construction of additional upgrades. To the extent Interconnection Customer enters into an arrangement for long term transmission service for deliveries from the Large Generating Facility outside Transmission Owner's Transmission System, such request may require additional studies and upgrades in order for ITO to grant such request.

**4.2 Provision of Service.**

The Transmission Owner shall provide Interconnection Service for the Large Generating Facility at the Point of Interconnection.

**4.3 Performance Standards.**

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

**4.4 No Transmission Delivery Service.**

The execution of this LGIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Owner's Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

**4.5 Interconnection Customer Provided Services.**

The services provided by Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

**Article 5. Interconnection Facilities Engineering, Procurement, and Construction**

**5.1 Options.**

Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option or Alternate Option set forth below for completion of Transmission Owner's Interconnection Facilities and Network Upgrades as set forth in Appendix A, Interconnection Facilities and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.

**5.1.1 Standard Option.**

Transmission Owner shall design, procure, and construct Transmission Owner's Interconnection Facilities and Network Upgrades, using

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

**5.1.2 Alternate Option.**

If the dates designated by Interconnection Customer are acceptable to the Transmission Owner, the Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days, and Transmission Owner shall assume responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities by the designated dates.

If Transmission Owner subsequently fails to complete Transmission Owner's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B, Milestones; Transmission Owner shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that any third party transmission provider refuses to grant clearances to install equipment.

**5.1.3 Option to Build.**

If the dates designated by Interconnection Customer are not acceptable to Transmission Owner, the Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Transmission Owner and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no

right to construct Network Upgrades under this option.

**5.1.4 Negotiated Option.**

If Interconnection Customer elects not to exercise its option under Article 5.1.3, Option to Build, Interconnection Customer shall so notify Transmission Owner within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Transmission Owner is responsible for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Transmission Owner shall assume responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Network Upgrades pursuant to 5.1.1, Standard Option.

**5.2 General Conditions Applicable to Option to Build.**

If Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades,

- (1) Interconnection Customer shall engineer, procure equipment, and construct Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Transmission Owner;
- (2) Interconnection Customer's engineering, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Transmission Owner would be subject in the engineering, procurement or construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;
- (3) Transmission Owner shall review and approve the engineering design, equipment acceptance tests, and the construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;
- (4) prior to commencement of construction, Interconnection Customer shall provide to Transmission Owner with a schedule for construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Owner;
- (5) at any time during construction, Transmission Owner shall have the right to gain unrestricted access to Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;
- (6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of Transmission Owner's Interconnection



Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Owner, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify Transmission Owner for claims arising from Interconnection Customer's construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

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

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Transmission Owner's Interconnection Facilities and Stand-Alone Network Upgrades to Transmission Owner;

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

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

### **5.3 Liquidated Damages.**

The actual damages to Interconnection Customer, in the event Transmission Owner's Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Owner to Interconnection Customer in the event that Transmission Owner does not complete any portion of Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to  $\frac{1}{2}$  of 1 percent per day of the actual cost of Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of Transmission Owner's Interconnection Facilities and Network Upgrades for which Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Transmission Owner to Interconnection Customer as just compensation for the damages caused

to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Owner's failure to meet its schedule.

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

#### **5.4 Power System Stabilizers.**

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

#### **5.5 Equipment Procurement.**

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

**5.5.1** Transmission Owner has completed the Facilities Study pursuant to the Facilities Study Agreement;

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

**5.5.3** Interconnection Customer has provided security to Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

**5.6 Construction Commencement.**

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

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

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

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

**5.6.4** Interconnection Customer has provided security to Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

**5.7 Work Progress.**

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

**5.8 Information Exchange.**

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

**5.9 Limited Operation.**

If any of Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Large Generating Facility, Transmission Owner shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Large Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Transmission Owner's Interconnection Facilities or

Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. Transmission Owner shall permit Interconnection Customer to operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

**5.10 Interconnection Customer's Interconnection Facilities ('ICIF').**

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

**5.10.1 Interconnection Customer's Interconnection Facility Specifications.**

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

**5.10.2 Transmission Owner's Review.**

Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF.

Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Owner, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Owner.

**5.10.3 ICIF Construction.**

The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Transmission Owner "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's

step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facility. The Interconnection Customer shall provide Transmission Owner specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

**5.11 Transmission Owner's Interconnection Facilities Construction.**

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

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

**5.12 Access Rights.**

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

**5.13 Lands of Other Property Owners.**

If any part of Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Owner, Transmission Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with

state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Owner's Interconnection Facilities and/or Network Upgrades upon such property.

**5.14 Permits.**

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

**5.15 Early Construction of Base Case Facilities.**

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

**5.16 Suspension.**

Interconnection Customer reserves the right, upon written notice to Transmission Owner, to suspend at any time all work by Transmission Owner associated with the construction and installation of Transmission Owner's Interconnection Facilities and/or Network Upgrades required under this LGIA with the condition that Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Owner (i) has incurred pursuant to this LGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Owner shall obtain Interconnection Customer's authorization to do so.

The Transmission Owner shall invoice Interconnection Customer for such costs pursuant to Article 12 and Transmission Owner shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Transmission Owner required under this LGIA pursuant to this Article 5.16, and

has not requested Transmission Owner to recommence the work required under this LGIA on or before the expiration of three (3) years following commencement of such suspension, this LGIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Transmission Owner, if no effective date is specified.

**5.17 Taxes.**

**5.17.1 Interconnection Customer Payments Not Taxable.**

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

**5.17.2 Representations and Covenants.**

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

At Transmission Owner's request, Interconnection Customer shall provide Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above.

Transmission Owner represents and covenants that the cost of Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

The foregoing representations and covenants are required and made

only if there are payments or property transfers made by Interconnection Customer to Transmission Owner for the installation of Transmission Owner's Interconnection Facilities or Network Upgrades.

**5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Owner.**

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

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

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

**5.17.4 Tax Gross-Up Amount.**

Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the Parties, this means that Interconnection Customer will pay



Transmission Owner, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Transmission Owner under this LGIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

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

**5.17.5 Private Letter Ruling or Change or Clarification of Law.**

At Interconnection Customer's request and expense, Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Owner under this LGIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request. Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS that authorizes

Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

**5.17.6 Subsequent Taxable Events.**

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

**5.17.7 Contests.**

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

from nationally-recognized tax counsel, selected by Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Owner for the tax at issue in the contest.

**5.17.8 Refund.**

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

- (i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,
- (ii) interest on any amounts paid by Interconnection Customer to Transmission Owner for such taxes which Transmission Owner did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Owner refunds such payment to Interconnection Customer, and
- (iii) with respect to any such taxes paid by Transmission Owner, any refund or credit Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion

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

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

**5.17.9 Taxes Other Than Income Taxes.**

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

**5.18 Tax Status.**

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this LGIA is intended to adversely affect any Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

**5.19 Modification.**

**5.19.1 General.**

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

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

**5.19.2 Standards.**

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

**5.19.3 Modification Costs.**

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

**Article 6. Testing and Inspection**

**6.1 Pre-Commercial Operation Date Testing and Modifications.**

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

**6.2 Post-Commercial Operation Date Testing and Modifications.**

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

**6.3 Right to Observe Testing.**

Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right, at its own expense, to observe such testing.

**6.4 Right to Inspect.**

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

## **Article 7. Metering**

### **7.1 General.**

Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, Transmission Owner shall install Metering Equipment at the Point of Interconnection prior to any operation of the Large Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Large Generating Facility shall be measured at or, at Transmission Owner's option, compensated to, the Point of Interconnection. Transmission Owner shall provide metering quantities, in analog and/or digital form, to Interconnection Customer upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

### **7.2 Check Meters.**

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

### **7.3 Standards.**

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

### **7.4 Testing of Metering Equipment.**

The Transmission Owner shall inspect and test all Transmission Owner-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Owner shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission Owner's failure to maintain, then Transmission Owner shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the

measurement made by the standard meter used in the test, Transmission Owner shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

**7.5 Metering Data.**

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

**Article 8. Communications**

**8.1 Interconnection Customer Obligations.**

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

**8.2 Remote Terminal Unit.**

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



analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Owner.

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

### **8.3 No Annexation.**

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

### **8.4 Provision of Data from a Variable Energy Resource**

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

## **Article 9. Operations**

## **9.1 General.**

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

## **9.2 Balancing Authority Area Notification.**

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

## **9.3 Transmission Owner Obligations.**

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

## **9.4 Interconnection Customer Obligations.**

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

## **9.5 Start-Up and Synchronization.**

Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Large Generating

Facility to Transmission Owner's Transmission System.

## **9.6 Reactive Power and Primary Frequency Response.**

### **9.6.1 Power Factor Design Criteria.**

#### **9.6.1.1 Synchronous Generation.**

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

#### **9.6.1.2 Non-Synchronous Generation.**

Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Owner has established a different power factor range that applies to all non-synchronous generators in the Balancing Authority Area on a comparable basis. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting non-synchronous generators that have not yet executed a Facilities Study Agreement as of the effective date of the Final Rule establishing this requirement (Order No. 827).

### **9.6.2 Voltage Schedules.**

Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Transmission Owner shall require Interconnection Customer to operate the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Owner's voltage schedules shall treat all sources of reactive power in the Balancing Authority Area in an equitable and not unduly discriminatory manner. Transmission Owner shall exercise Reasonable Efforts to provide

Interconnection Customer with such schedules at least one (1) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator.

**9.6.2.1 Voltage Regulators.**

Whenever the Large Generating Facility is operated in parallel with the Transmission System and voltage regulators are capable of operation, Interconnection Customer shall operate the Large Generating Facility with its and voltage regulators in automatic operation. If the Large Generating Facility's speed governors and voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Owner, or its designated representative, and ensure that such Large Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Balancing Authority Area on a comparable basis.

**9.6.3 Payment for Reactive Power.**

Transmission Owner is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Large Generating Facility when Transmission Owner requests Interconnection Customer to operate its Large Generating Facility outside the range specified in Article 9.6.1, provided that if Transmission Owner pays its own or affiliated generators for reactive power service within the specified range, Transmission Owner must also pay Interconnection Customer. Payments shall be pursuant to

Article 11.6 or such other agreement to which the Parties have otherwise agreed.

#### **9.6.4 Primary Frequency Response**

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

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

**9.6.4.1 Governor or Equivalent Controls.** Whenever the Large Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Large Generating Facility with its governor or equivalent controls in service and responsive to frequency.

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

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

**9.6.4.3 Exemptions.** Large Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Sections 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Large Generating

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

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

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

versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

## **9.7 Outages and Interruptions.**

### **9.7.1 Outages.**

#### **9.7.1.1 Outage Authority and Coordination.**

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

#### **9.7.1.2 Outage Schedules.**

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



activities.

**9.7.1.3 Outage Restoration.**

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

**9.7.2 Interruption of Service.**

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

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

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

**9.7.2.3** When the interruption or reduction must be made under circumstances which do not allow for advance notice, Transmission Owner shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;

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

schedule the interruption or reduction during periods of least impact to Interconnection Customer and Transmission Owner;

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

**9.7.3 Under-Frequency and Over-Frequency Conditions.**

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

**9.7.4 System Protection and Other Control Requirements.**

**9.7.4.1 System Protection Facilities.**

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

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

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

**9.7.4.4** Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in

Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

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

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

**9.7.5 Requirements for Protection.**

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

**9.7.6 Power Quality.**

No Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE

Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

**9.8 Switching and Tagging Rules.**

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

**9.9 Use of Interconnection Facilities by Third Parties.**

**9.9.1 Purpose of Interconnection Facilities.**

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

**9.9.2 Third Party Users.**

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

**9.10 Disturbance Analysis Data Exchange.**

The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or Transmission Owner's Transmission

System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

**Article 10. Maintenance**

**10.1 Transmission Owner Obligations.**

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

**10.2 Interconnection Customer Obligations.**

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

**10.3 Coordination.**

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

**10.4 Secondary Systems.**

Each Party shall cooperate with the other Party in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

**10.5 Operating and Maintenance Expenses.**

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

**Article 11. Performance Obligation**

**11.1 Interconnection Customer Interconnection Facilities.**

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

**11.2 Transmission Owner's Interconnection Facilities.**

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

**11.3 Network Upgrades and Distribution Upgrades.**

Transmission Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by Interconnection Customer.

**11.4 Transmission Credits.**

**11.4.1 Repayment of Amounts Advanced for Network Upgrades.**

Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Transmission Owner and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the nonusage sensitive portion of transmission charges, as payments are made under Transmission Owner's Tariff and Affected System's Tariff for transmission services with respect to the Large Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

Notwithstanding the foregoing, Interconnection Customer, Transmission Owner, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Transmission Owner and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Transmission Owner or Affected System Operator will

continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

If the Large Generating Facility fails to achieve commercial operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, Transmission Owner and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which reimbursement must be made.

**11.4.2 Special Provisions for Affected Systems.**

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

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

**11.5 Provision of Security.**

At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Transmission Owner, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Owner and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 14.2.1.

Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring and installing the applicable portion of Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Owner for these purposes.

In addition:

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

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

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

## **11.6 Interconnection Customer Compensation.**

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

### **11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.**

Transmission Owner shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

## **Article 12. Invoice**

### **12.1 General.**



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

#### **12.2 Final Invoice.**

Within six months after completion of the construction of Transmission Owner's Interconnection Facilities and the Network Upgrades, Transmission Owner shall provide an invoice of the final cost of the construction of Transmission Owner's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Owner shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

#### **12.3 Payment.**

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

#### **12.4 Disputes.**

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

### **Article 13. Emergencies**

### **13.1 Definition.**

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

### **13.2 Obligations.**

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

### **13.3 Notice.**

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

### **13.4 Immediate Action.**

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

System.

### **13.5 Reliability Coordinator's Authority.**

#### **13.5.1 General.**

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

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

#### **13.5.2 Reduction and Disconnection.**

Reliability Coordinator may reduce Interconnection Service or disconnect the Large Generating Facility or Interconnection Customer's Interconnection Facilities, when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Owner pursuant to Transmission Owner's Tariff. When Transmission Owner can schedule the reduction or disconnection in advance, Transmission Owner shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Transmission Owner shall coordinate with Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and Transmission

Owner. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

**13.6 Interconnection Customer Authority.**

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

**13.7 Limited Liability.**

Except as otherwise provided in Article 11.6.1 of this LGIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

**Article 14. Regulatory Requirements and Governing Law**

**14.1 Regulatory Requirements.**

Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

**14.2 Governing Law.**

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

- 14.2.2** This LGIA is subject to all Applicable Laws and Regulations.
- 14.2.3** Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

**Article 15. Notices**

**15.1 General.**

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

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

**15.2 Billings and Payments.**

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

**15.3 Alternative Forms of Notice.**

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

**15.4 Operations and Maintenance Notice.**

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

**Article 16. Force Majeure**

**16.1 Force Majeure.**

**16.1.1** Economic hardship is not considered a Force Majeure event.

**16.1.2** Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article

shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

## **Article 17. Default**

### **17.1 Default.**

#### **17.1.1 General.**

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

#### **17.1.2 Right to Terminate.**

If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the nonbreaching Party shall have the right to declare a Default and terminate this LGIA 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 LGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this LGIA.

## **Article 18. Indemnity, Consequential Damages and Insurance**

### **18.1 Indemnity.**

The Parties shall at all times indemnify, defend, and hold each other 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 inactions

of its obligations under this LGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

**18.1.1 Indemnified Person.**

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

**18.1.2 Indemnifying Party.**

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

**18.1.3 Indemnity Procedures.**

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

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

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such

action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

## **18.2 Consequential Damages.**

Other than the Liquidated Damages heretofore described, in no event shall any Party be liable under any provision of this LGIA 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 another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

## **18.3 Insurance.**

Each party shall, at its own expense, maintain in force throughout the period of this LGIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

- 18.3.1** Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.
- 18.3.2** Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- 18.3.3** Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- 18.3.4** Excess Public Liability Insurance over and above the Employers'



- Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this LGIA.
- 18.3.9** Within ten (10) days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10** Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by

Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

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

**Article 19. Assignment**

**19.1 Assignment.**

This LGIA may be assigned by a Party only with the written consent of the other Party; provided that each Party may assign this LGIA without the consent of another Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that Interconnection Customer shall have the right to assign this LGIA, without the consent of Transmission Owner, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that Interconnection Customer will promptly notify Transmission Owner of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Owner of the date and particulars of any such exercise of assignment right(s), including providing the Transmission Owner with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

**Article 20. Severability**

**20.1 Severability.**

If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other

provision, agreement or covenant of this LGIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

**Article 21. Comparability**

**21.1 Comparability.**

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

**Article 22. Confidentiality**

**22.1 Confidentiality.**

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

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. If requested by a Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**22.1.1 Term.**

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

**22.1.2 Scope.**

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information

confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

**22.1.3 Release of Confidential Information.**

A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

**22.1.4 Rights.**

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

**22.1.5 No Warranties.**

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

**22.1.6 Standard of Care.**

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this LGIA or its

regulatory requirements.

**22.1.7 Order of Disclosure.**

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

**22.1.8 Termination of Agreement.**

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

**22.1.9 Remedies.**

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

**22.1.10 Disclosure to FERC, its Staff, or a State.**

Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one

of the Parties that is otherwise required to be maintained in confidence pursuant to this LGIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this LGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the LGIA when it is notified by FERC or its staff 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.

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

## **Article 23. Environmental Releases**

**23.1** Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating Facility or the

Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

**Article 24. Information Requirements**

**24.1 Information Acquisition.**

Transmission Owner and Interconnection Customer shall submit to each other with copies to the ITO specific information regarding the electrical characteristics of their respective facilities as described below and in accordance with Applicable Reliability Standards.

**24.2 Information Submission by Transmission Owner.**

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

**24.3 Updated Information Submission by Interconnection Customer.**

The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Large Generating Facility data requirements contained in Appendix 1 to the LGIP. It shall also include any additional information provided to ITO for the Feasibility Study and to the Transmission Owner for the Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Owner's standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information. If Interconnection Customer's data is materially different from what was originally provided to the ITO or Transmission Owner pursuant to the Interconnection Study Agreement among the ITO, Transmission Owner, and Interconnection Customer, then the ITO and/or Transmission Owner, as appropriate, will conduct appropriate studies

to determine the impact on Transmission Owner's Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

#### **24.4 Information Supplementation.**

Prior to the Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Large Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator. Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to Transmission Owner and ITO for each individual generating unit in a station.

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

#### **Article 25. Information Access and Audit Rights**

##### **25.1 Information Access.**

Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such



information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA.

**25.2 Reporting of Non-Force Majeure Events.**

Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this LGIA.

**25.3 Audit Rights.**

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

**25.4 Audit Rights Periods.**

**25.4.1 Audit Rights Period for Construction-Related Accounts and Records.**

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

**25.4.2 Audit Rights Period for All Other Accounts and Records.**

Accounts and records related to each Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an

invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

**25.5 Audit Results.**

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

**Article 26. Subcontractors**

**26.1 General.**

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

**26.2 Responsibility of Principal.**

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. 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; provided, however, that in no event shall Transmission Owner be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

**26.3 No Limitation by Insurance.**

The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

**Article 27. Disputes**

**27.1 Submission.**

In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the "disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the Party's

receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

**27.2 External Arbitration Procedures.**

Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, the Transmission Owner or the Interconnection Customer shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

**27.3 Arbitration Decisions.**

Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

**27.4 Costs.**

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly

chosen by the Parties.

**Article 28. Representations, Warranties, and Covenants**

**28.1 General.**

Each Party makes the following representations, warranties and covenants:

**28.1.1 Good Standing.**

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

**28.1.2 Authority.**

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

**28.1.3 No Conflict.**

The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

**28.1.4 Consent and Approval.**

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

**Article 29. Joint Operating Committee**

**29.1 Joint Operating Committee.**

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

- 29.1.1** Establish data requirements and operating record requirements.
- 29.1.2** Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.
- 29.1.3** Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Owner's and Interconnection Customer's facilities at the Point of Interconnection.
- 29.1.4** Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Large Generating Facility and other facilities that impact the normal operation of the interconnection of the Large Generating Facility to the Transmission System.
- 29.1.5** Ensure that information is being provided by each Party regarding equipment availability.
- 29.1.6** Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

**Article 30. Miscellaneous**

**30.1 Binding Effect.**

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

**30.2 Conflicts.**

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

**30.3 Rules of Interpretation.**

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

**30.4 Entire Agreement.**

This LGIA, including all Appendices and Schedules attached hereto, 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 LGIA. 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 LGIA.

**30.5 No Third Party Beneficiaries.**

This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

**30.6 Waiver.**

The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by either Party of its rights with respect to this LGIA 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 LGIA. Termination or Default of this LGIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Owner. Any waiver of this LGIA shall, if requested, be provided in writing.

**30.7 Headings.**

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

**30.8 Multiple Counterparts.**

This LGIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**30.9 Amendment.**

The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by the Parties.

**30.10 Modification by the Parties.**

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

**30.11 Reservation of Rights.**

Transmission Owner shall have the right to make a unilateral filing with FERC to modify this LGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by any other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this LGIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

**30.12 No Partnership.**

This LGIA 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. A Party shall not have a 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.

**IN WITNESS WHEREOF**, the Parties have executed this LGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Louisville Gas & Electric and Kentucky Utilities Company *KL*

By: *[Signature]*

Title: VP TRANSMISSION

Date: 11-30-2018

Interconnection Customer

By: *[Signature]* Michael Volpe

Title: Vice President, Ashwood Solar I, LLC

Date: November 30, 2018



## **APPENDICES TO LGIA**

Appendix A	Interconnection Facilities, Network Upgrades, Distribution Upgrades
Appendix B	Milestones
Appendix C	Interconnection Details
Appendix D	Security Arrangements Details
Appendix E	Commercial Operation Date
Appendix F	Addresses for Delivery of Notices and Billings
Appendix G	Interconnection Requirements for a Wind Generating Plant
Appendix H	Civil Specification

### **Appendix A to LGIA Interconnection Facilities, Network Upgrades and Distribution Upgrades**

Interconnection Customer's Generating Facility located in Lyon County, Kentucky consists of a solar photovoltaic (PV), inverter-based array, with a nominal net capacity of 86MWac at the Point of Interconnection.

In accordance with the provisions of Article 2.2, Interconnection Customer has elected this LGIA shall remain in effect for a period of thirty (30) years from the Effective Date, and shall be automatically renewed for each successive one-year period thereafter.

In accordance with the provisions of Article 4.1.2, Interconnection Customer has selected Network Resource Interconnection Service (NRIS). The Parties acknowledge that for NRIS to be provided for 86 MW, all of the facilities set forth below must be constructed and placed into operation prior to the initial synchronization of the Generating Facility to the transmission system. Furthermore, if the Agreement is suspended by the Interconnection Customer for any reason (e. g., Article 5.16), additional Interconnection Studies and/or an amendment to the Agreement may be required.

The cost estimates provided below are based on a ring bus interconnection configuration as shown in Exhibit 1 in Appendix C and the following assumptions. The total project cost is estimated to be within +/- 20% accuracy per the addendum to the completed Facility Study agreement, and as further refined below, is based on a projected in-service date of June 1, 2019. Change of in-service date may require recalculation of the estimated cost based on updated

material, labor, and burden cost.

- No costs are included in this estimate for the following (which are obligations and cost responsibilities of the Interconnection Customer):
  - Land purchase
  - Clearing, grading, erosion control, or any environmental requirements
  - Permitting
  - Substation access road
- A portion of the costs account for utility burden rates which vary over time.
- Based on the proposed interconnection configuration, costs associated with common or shared facilities, such as fencing and grounding equipment, were allocated to either Network Upgrades or Transmission Owner Interconnection Facilities using an allocator.

Interconnection Customer shall provide site acceptable to LG&E/KU for the new interconnection substation with all ingress/egress rights. Substation location, excavation, grading, erosion control, and access to be provided by the Interconnection Customer in accordance with LG&E/KU Civil Specifications guidelines, which are included in Appendix H. The Interconnection Customer shall purchase the substation property for the interconnection substation and transfer ownership or deed the property over to LG&E/KU. The engineering, design, and construction of the interconnection facilities and network upgrades is estimated to take 24 months from receipt of the notice to proceed and payment of the applicable security and deposits.

The Point of Interconnection shall be the point where the Transmission Owner's Interconnection Facilities connect to the bus of the 161kV ring bus as shown on Exhibit 2 of Appendix C.

The metering point shall be at the Point of Interconnection as shown on Exhibit 2 of Appendix C.

## **1. Interconnection Facilities:**

### **(a) Interconnection Customer's Interconnection Facilities:**

The Interconnection Customer's Interconnection Facilities are those on the Interconnection Customer's side of the Point of Change of Ownership (as shown in Exhibit 1 of Appendix C) which shall be at the point where Generator and its intermediate equipment connect to the generator side of the motor operated disconnect switches located just prior to 161kv metering equipment. The Interconnection Customer is responsible for building, owning, and maintaining these assets.

Interconnection Customer will provide "as built" drawings and information and documents about its Interconnection Facilities which shall include, but not be limited to:

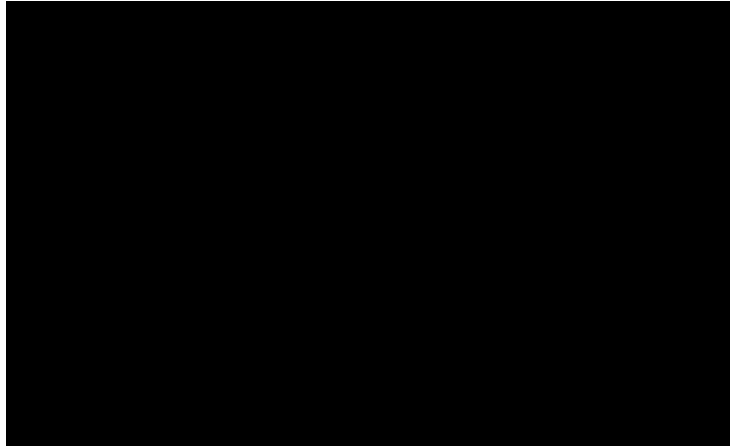
- Single line relaying and metering;
- Three line diagram;
- Communication schematics;
- DC Schematics;
- Cable schedule;
- Conduit/cable trench plan and details;
- Conduit schedule;
- Site survey;
- Geotechnical studies;
- Grounding plan and details;
- General arrangement and section views;
- Schematic of the PV/Inverter system;
- Inverter data/settings describing its output response (Current/Voltage); and
- GSU data sufficient to model positive and zero sequence impedance.

All specifications provided above shall be deemed confidential.

**(b) Transmission Owner's Interconnection Facilities:**

The Transmission Owner's Interconnection Facilities are those facilities located between the Point of Change of Ownership and the Point of Interconnection (as shown in Exhibit 1 of Appendix C). The Transmission Owner's Interconnection Facilities will be designed to adequately support 86 MW of NRIS for the Generating Facility. The Transmission Owner is responsible for building, owning, and maintaining these assets. The Interconnection Customer bears the non-refundable expense for these assets. The non-binding cost estimate for the Transmission Owner's Interconnection Facilities is shown in table 1 and includes the following:

- (1) 161kV motor-operated disconnect switch
- (1) Set of 161kV metering equipment
- (3) 161kV line arresters
- (1) line relay panel located in new control house
- (1) metering panel located in new control house
- Steel Structures: A-frame for the interconnection line from Generator



The Interconnection Customer will reimburse LG&E/KU for all actual costs incurred. Transmission Owner will use commercially reasonable efforts to keep costs from exceeding the cost estimate.

Transmission Owner will provide “as built” drawings and information and documents about its Interconnection Facilities which shall include, but not be limited to:

- System Protection Facilities;
- Communication scheme / configuration;
- Metering scheme / configuration;
- Grounding scheme / configuration;
- Transmission Line and Substation Connection configurations; and
- Equipment ratings.

All specifications provided above shall be deemed confidential.

**2. Network Upgrades:**

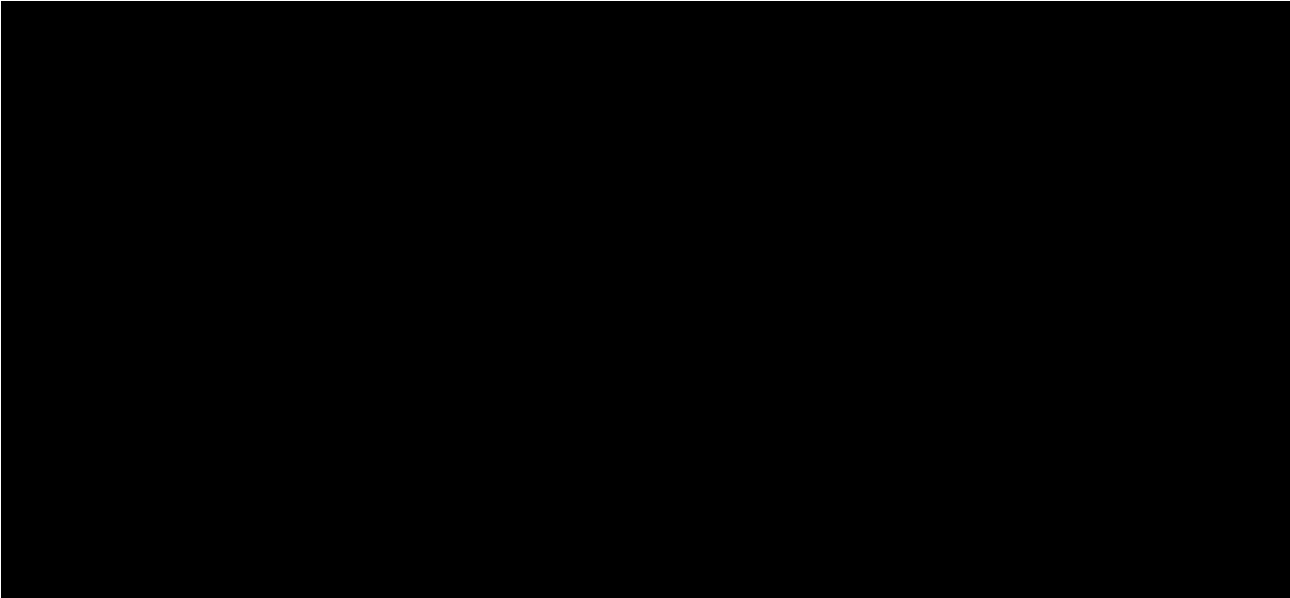
**(a) Stand Alone Network Upgrades:**

None.

**(b) Other Network Upgrades:**

The Network Upgrades are the additions, modifications, and upgrades to the Transmission Owner’s Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection with the Transmission Owner’s Transmission System (as shown in Exhibit 1 of Appendix C). The Transmission Owner is responsible for building, owning, and maintaining these assets. The non-binding cost estimate for the Network Upgrades is shown in table 2 and includes the following:

- (3) 161kV circuit breaker
- (5) 161kV manually-operated disconnect switch
- (6) 161kV line arresters
- (6) 161kV Bus Potential Transformers
- (1) 161kV Station Service Voltage Transformer
- Steel Structures: A-frames, Switch Stands, and Bus Supports
- (1) Control House and Relay Panels
- (2) Relay panel replacements at North Princeton and Livingston County substations
- Transmission line to the new substation location. Estimate assumes that the substation will be offset to one side of the existing North Princeton-Livingston County 161 kV transmission line, locate within 200 feet of the existing right of way, and will allow the transmission line structures to be guyed steel poles.
- Telecom equipment for the transmission line, substation, and control house



The Interconnection Customer will provide security that meets the requirements specified in Section 11.5 in a form acceptable to LG&E/KU. Transmission Owner will use commercially reasonable efforts to keep costs from exceeding the cost estimate.

Following the Commercial Operation Date, Transmission Owner intends to make any repayment due pursuant to Article 11.4.1 coincident with the calculation and invoicing for final costs under Article 12.2. Otherwise, any funds received from the Interconnection Customer will be refunded to the Interconnection Customer, plus interest, over the five year period commencing upon commercial operation of

the generating facility.

**3. Distribution Upgrades:**

None.

**4. Contingent Facilities**

Other than as listed above, there are no contingent facilities that are needed to provide Interconnection Service. Further, there are no higher-queued projects.

**5. Affected Systems**

Transmission Owner has determined that there are no Affected System impacts that need to be addressed in order to provide Interconnection Service.

**Appendix B to LGIA  
Milestones**

The Transmission Owner shall use the Standard Option under Article 5.1.1 (Standard Option) to design, procure and construct Transmission Owner’s Interconnection Facilities and Network Upgrades. Transmission Owner is not responsible for construction, performance of work, or for making any arrangements with any third parties, related to any facilities that are the Interconnection Customer’s responsibility (e.g., Interconnection Customer’s Interconnection Facilities and facilities owned by third party parties such as Affected Systems); provided, however, that the Transmission Owner shall coordinate with Affected Systems as required by FERC policy.

Originally Requested In-Service Date: June 1, 2019  
Critical milestones and responsibility as agreed to by the Parties:

<b>Item No.</b>	<b>Milestone Description</b>	<b>Responsible Party</b>	<b>Date</b>	<b>LGIP/LGIA Reference</b>
1	Provide signed certificate of insurance	Interconnection Customer and Transmission Owner	Within 10 days of execution of LGIA; and again within 90 days after the end of each fiscal year; and again within 90 days after the renewal of the policy	§ 18.3.9 of LGIA
2	Provide evidence of continued Site Control to Transmission Owner, or \$250,000 non-refundable deposit to Transmission Owner.	Interconnection Customer	Within 15 Business Days of final LGIA receipt	§ 11.3 of LGIP
3	Provide evidence to Transmission Owner that one or more of the following milestones in development of the Large Generating Facility has been achieved:  (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, the Large Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Large Generating Facility;	Interconnection Customer	Within 15 Business Days of final LGIA receipt	§ 11.3 of LGIP

	or (v) application for an air, water, or land use permit.			
4	Provide written authorization to Transmission Owner to proceed with design, equipment procurement and construction of Transmission Interconnection Facilities	Interconnection Customer	As may be agreed to by the Parties. Such agreement not to be unreasonably withheld by Transmission Owner so long as Interconnection Customer provides written notification in compliance with this LGIA.	§ 5.5.1 and § 5.6.3 of LGIA
5	Provision of Security to Transmission Owner pursuant to Section 11.5 of LGIA limited to the amount for Transmission Owner's Interconnection Facilities listed in Table 1 of Appendix A	Interconnection Customer	At least 30 Calendar Days prior to design, procurement, and construction	§§ 5.5.2 and 5.6.4 of LGIA
6	Provision of security for cost consequences of tax liabilities, and reimbursement of Transmission Owner's costs pursuant to Section 5.17 <i>et seq.</i> of LGIA	Interconnection Customer	Within 30 Calendar Days of receiving notice of amount due and how amount was calculated	§ 5.17.3 of LGIA
7	Provide initial design and specification for Interconnection Customer's Interconnection Facilities to Transmission Owner	Interconnection Customer	180 Calendar Days prior to Initial Synchronization Date	§ 5.10 of LGIA
8	Provide final design and specification for Interconnection Customer's Interconnection Facilities to Transmission Owner	Interconnection Customer	90 Calendar Days prior to Initial Synchronization Date	§ 5.10.1 of LGIA
9	Deliver to Transmission Owner "as-built" drawings, information, and documents regarding Interconnection Customer's Interconnection Facilities	Interconnection Customer	Within 120 Calendar Days of Commercial Operation Date	§ 5.10.3 of LGIA
10	Provide protective relay settings to Transmission Owner for coordination and verification	Interconnection Customer	Within 120 Calendar Days of Commercial Operation Date	§§ 5.10.3 of LGIA
11	Commencement of Construction Interconnection Facilities	Transmission Owner	As may be agreed to by the Parties in	§ 5.6 of LGIA



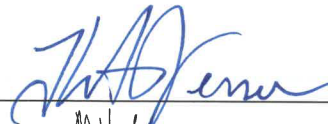
			accordance with the written notice to proceed	
12	Deliver to Interconnection Customer “as-built” drawings, information, and documents regarding Transmission Owner’s Interconnection Facilities	Transmission Owner	Within 120 Calendar Days after Commercial Operation Date	§ 5.11 of LGIA
13	Provide Interconnection Customer final cost invoices	Transmission Owner	Within 6 months after completion	§ 12.2 of LGIA
14	Refund any excess payment over the actual cost of construction to Interconnection Customer	Transmission Owner	Within 30 Calendar Days of the issuance of the final construction invoice	§ 12.2 of LGIA
15	Submit information regarding the electrical characteristics of facilities, including Transmission System Information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements to Interconnection Customer	Transmission Owner	At least 180 Calendar Days prior to Trial Operation	§ 24.2 of LGIA
16	Provide Interconnection Customer and ITO with a status report on the construction and installation of Transmission Owner’s Interconnection Facilities and Network Upgrades, including, but not limited to, the following: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.	Transmission Owner	On a monthly basis	§ 24.2 of LGIA
17	Provide the Transmission Owner and ITO updated information, including manufacturer information, an updated copy of the Large Generating Facility data requirements contained in Appendix 1 to the LGIP, and any addition information provided to the ITO for the Feasibility Study and to the Transmission Owner for the Facilities Study.	Interconnection Customer	At least 180 Calendar Days prior to Trial Operation	§ 24.3 of LGIA
18	Provide relevant information about equipment replacement, repair, or adjustment	Interconnection Customer, Transmission Owner	Within 30 Calendar Days after the date of equipment replacement, repair, or adjustment	§ 24.4 of LGIA

19	Parties to each appoint one representative and one alternate to the Joint Operating Committee and notify the other party in writing of its selection	Interconnection Customer, Transmission Owner	At least 6 months prior to expected Initial Synchronization Date	§ 29.1 of LGIA
20	Pre-energization meeting	Interconnection Customer, Transmission Owner	As may be agreed by the parties.	
21	Initial Synchronization Date	Interconnection Customer		
22	Commercial Operation Date	Interconnection Customer		

*For the avoidance of doubt, the Initial Synchronization Date and Commercial Operation Date in the table above reflect Interconnection Customer's expressed intent to exercise its suspension rights per Section 5.16 upon execution of this Agreement. If Interconnection Customer does not elect to suspend or modifies its proposed suspension period, the Milestones set forth in this Appendix B that are subject to suspension shall be adjusted and the Milestone schedule will be updated and shall reflect that the engineering, design, and construction of the interconnection facilities and network upgrades is estimated to take 24 months from receipt of any applicable notice to proceed and payment of the applicable security and deposits.*

Agreed to by:

For the Transmission Owner

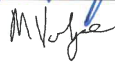


Date

11/30/2018

KAC

For the Interconnection Customer



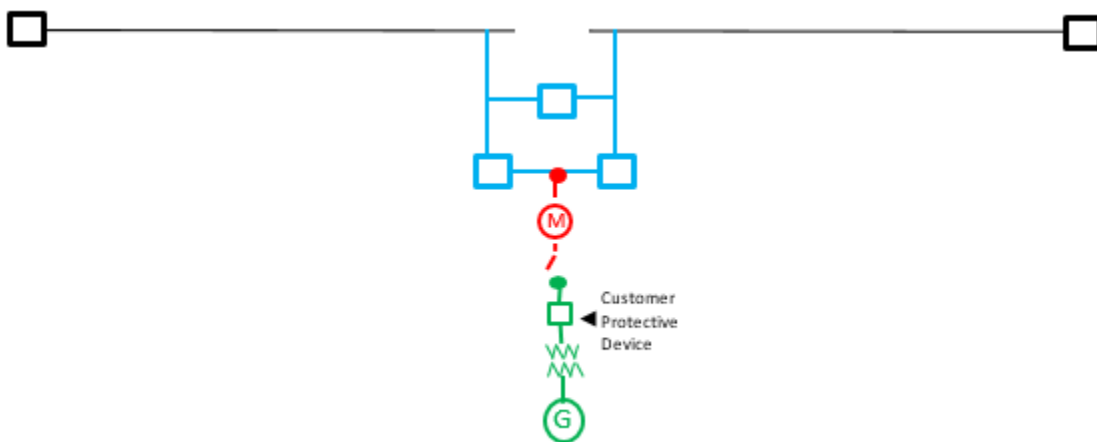
Date

Nov 30, 2018

## Appendix C to LGIA Interconnection Details

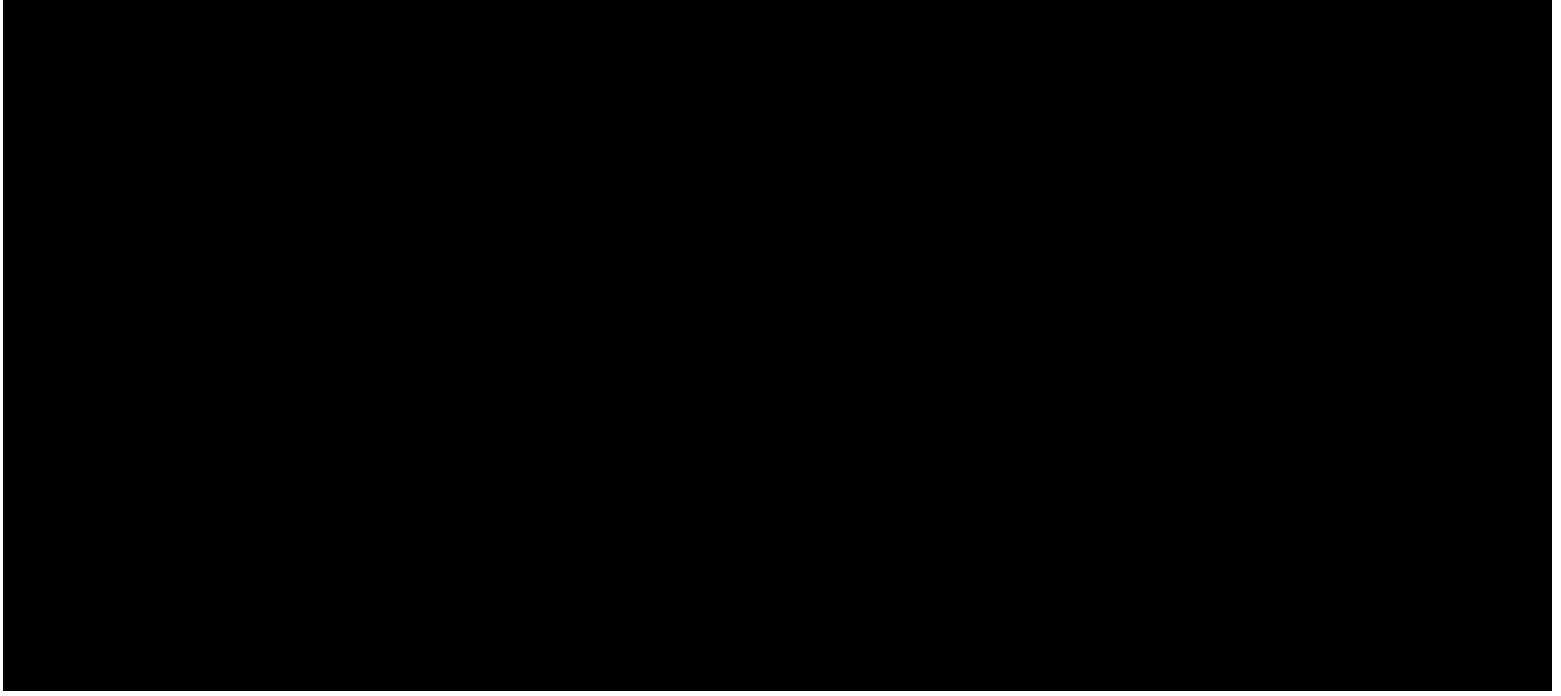
This request seeks to interconnect an 86MWac Solar generating facility to the existing LG&E/KU North Princeton to Livingston County 161kV transmission line. The proposed facility is a ground-mounted solar photovoltaic array generating facility. The solar array will be installed on the agricultural acreage with solar panels connected in series producing DC power. The DC power will be collected through a collection system and will be inverted to AC through multiple central inverters (as can be seen in the single-line diagram). The output of the inverters will be collected to a central point of interconnection where the AC voltage will be stepped up to the line voltage of 161 kV. The system will have all of the necessary safety protections and operating capabilities necessary for a safe interconnection that does not compromise grid stability.

Exhibit 1



***Legend:***

- Black = Existing Transmission Facilities
  - Blue = New Network Facilities
  - Red = Transmission Owner Interconnection Facilities      •      Point of Interconnection
  - Ⓜ Interconnection Metering and Associated Equipment
  - Green = Generation Facilities      •      Point of Change of Ownership
- Any upgrades required beyond the Points of Interconnection would be considered Network Upgrades



**Additional Details:**

LGIA, Section 9.7.1.2: Costs associated with rescheduled maintenance shall be determined by negotiation between Transmission Owner and Interconnection Customer after notification is provided to the Interconnection Customer of a need to reschedule. In no event will any potential negotiation of or disagreements with respect to the costs associated with rescheduling maintenance be permitted to delay or disrupt the rescheduling of maintenance as necessary to maintain the reliability of the Transmission System.

LGIA, Section 5.19: Interconnection Customer shall have the right to change inverters, modules, or transformers without such changes being deemed a Material Modification so long as Interconnection Customer demonstrates that there is no significant change in the electrical characteristics studied at the Point of Interconnection.

LGIA, Section 8.4: No information is required at this time. The Parties agree that if it is determined in the future that additional information is necessary for reliable transmission operations, the Parties agree to coordinate such information exchange.

Transmission Owner agrees to allow for the injection of test energy on or around the Initial Synchronization Date, as feasible. Interconnection Customer shall arrange for any necessary transmission service to accommodate the injection of test energy in accordance with the Tariff. Nothing herein obligates the Transmission Owner to purchase test energy.

## **Appendix D to LGIA Security Arrangements Details**

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

**Appendix E to LGIA  
Commercial Operation Date**

This Appendix E is a part of the LGIA between Transmission Owner and Interconnection Customer.

**[Date]**  
**[Transmission Owner address]**

Re: \_\_\_\_\_ Large Generating Facility

Dear \_\_\_\_\_:

On **[Date]** **[Interconnection Customer]** has completed Trial Operation of Unit No. \_\_\_\_.  
This letter confirms that **[Interconnection Customer]** commenced Commercial Operation of Unit No. \_\_\_\_ at the Large Generating Facility, effective as of **[Date plus one day]**.

Thank you.  
**[Signature]**  
**[Interconnection Customer Representative]**

**Appendix F to LGIA**  
**Addresses for Delivery of Notices and Billings Notices:**

**Notices:**

ITO:

TranServ International  
General Counsel  
3660 Technology Drive NE  
Minneapolis, MN 55418

Transmission Owner:

Ashley Vinson  
220 W. Main Street  
Louisville, KY 40202

Interconnection Customer:

Mike Volpe  
Ashwood Solar I, LLC  
1105 Navasota St  
Austin, TX 78702

**Billings and Payments:**

Transmission Owner:

Ashley Vinson  
220 W. Main Street  
Louisville, KY 40202

Interconnection Customer:

Michael Volpe and/or Catherine Cox  
1105 Navasota St  
Austin, TX 78702



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

ITO:

TranServ International  
General Counsel

Transmission Owner:

Ashley Vinson  
[ashley.vinson@lge-ku.com](mailto:ashley.vinson@lge-ku.com)  
502-627-3278

Interconnection Customer:

Michael Volpe  
[Mike@OpenRoadRenewables.com](mailto:Mike@OpenRoadRenewables.com)  
With copy to Rebecca Maag and Catherine Cox  
[Rebecca@OpenRoadRenewables.com](mailto:Rebecca@OpenRoadRenewables.com)  
[Catherine@OpenRoadRenewables.com](mailto:Catherine@OpenRoadRenewables.com)

## **Appendix G to LGIA Interconnection Requirements for a Wind Generating Plant**

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

### **A. Technical Standards Applicable to a Wind Generating Plant**

#### **i. Low Voltage Ride-Through (LVRT) Capability**

A wind generating plant shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The LVRT standard provides for a transition period standard and a post-transition period standard.

#### **Transition Period LVRT Standard**

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

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

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

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

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

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

#### **Post-transition Period LVRT Standard**

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

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 - 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the Transmission Owner. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system. A wind generating plant shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.
2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

**ii. Power Factor Design Criteria (Reactive Power)**

The following reactive power requirements apply only to a newly interconnecting wind generating plant that has executed a Facilities Study Agreement as of the effective date of the Final Rule establishing the reactive power requirements for non-synchronous generators in section 9.6.1 of this LGIA (Order No. 827). A wind generating plant to which this provision applies shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, if the ITO's System Impact Study shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the Transmission Owner, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Impact Study shows this to be required for system safety or reliability.

**iii. Supervisory Control and Data Acquisition (SCADA) Capability**

The wind plant shall provide SCADA capability to transmit data and receive instructions from

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

## **Appendix H to LGIA Civil Specifications**

### **GENERAL REQUIREMENTS**

1. All safety and controls are the responsibility of contractor.
2. Protection of work site and property is responsibility of contractor.
3. Security of site during work is responsibility of contractor. Long term required security will be provided by contractor during turn over. This will include required fencing and barriers needed for safety and protection of assets. The plan will be reviewed and approved by LKE.
4. All erosion control during construction shall be by the contractor. Site will have long term erosion control measures in place when grading is done. This includes seeding when needed. Long term erosion control plan developed in accordance with Kentucky Stormwater Pollution Prevention Plan guidelines will be submitted to LKE for approval.

#### **Definitions**

The following terms when used in this specifications shall have the meanings specified below:

1. Company - Louisville Gas & Electric and Kentucky Utilities. (LKE)
2. Contract - The General Terms and Conditions of Contract, the Specifications, the Bid, the Purchase Order, all plans and drawings and written instructions and other documents relating to the work to be done under the Contract approved or issued by the Company.
3. Contractor - The person, firm or corporation with whom the Company may enter into contract for the execution of the work herein specified or any part thereof.
4. Work - All services, labor, plant, equipment, materials, supplies, engineering and the like to be furnished by the Contractor at the jobsite and the performance of all operations required for construction, erection, assembly, installation, completion, testing, and start-up of the facility as described in this Specification.
5. Engineer - The person designated by the contractor to act as project manager for all work covered by this Contract.

### **CODES, REGULATIONS, AND STANDARDS:**

1. All work will comply to the following codes, regulations, and standards:
  - a. IEEE, ASTM, OSHA, NESC, NEC, NFPA and local and regional codes and laws including authorities having jurisdiction. If there is conflicts between the codes the most conservative one will prevail. If the conflict cannot be resolved provide proposed solution to LKE for approval.

### **PRELIMINARY REQUIREMENTS**

The following lists some of the basic information required by the contractor for the site preparation design and information shall be submitted to LKE for our records and approval.

1. Area maps (aerial photos if available)
2. Existing topographic drawing of immediate area showing ground elevations on a grid system at 1-foot minimum spacing. Updated as built topographic drawings will be provide after construction is complete.
3. Location and elevation of existing roads, railroads, ditch inverts, and culverts
4. Location of pertinent overhead or underground utilities and the exact location and depth of any pipelines.
5. Property plan (legal description of property)
6. Location of the area's drainage exits
7. High water elevation in area, if any.
8. Flood zone designation with base flood elevation, if any.
9. Soil borings in immediate site area. All soil borings and geotechnical data will be submitted to LKE throughout the project.
10. Review of state and local government regulations for stormwater management plan requirements. Many local governments have adopted storm drainage criteria and require that stormwater detention or retention basins be provided, and a few require zero discharge from the site. The State of Kentucky requires that projects with disturbed areas greater than 1-acre are required to develop a Stormwater Pollution Prevention Plan (SWPPP). Any reports or information submitted for permitting shall be submitted to LKE for review and subject to approval. A copy of all permits and permit reviews shall be supplied to LKE.

## **SURFACE AND DRAINAGE SYSTEMS**

All required surface and drainage systems will be designed by the contractor. Submit drawings for review and approval before work is started.

The yard will be a sloped or flat yard design. If sloped the slope will be submitted to LKE for review and approval. Such a system consists of a gently sloping (0.5 percent to 0.75 percent) ground surface so that the water drains to the edge of the yard or to shallow ditches within the yard. The ditches may discharge into culverts or shallow open channels removing the runoff from the yard. A larger slope than listed above is not acceptable.

## **ROADS AND OTHER ACCESS**

### **General Access Roads**

Access roads into substation yards have to be adequate to sustain heavy equipment under all weather conditions including flood conditions. Long access roads require design considerations similar to secondary county or state roads. Any culverts or sewer crossings also need to be designed for anticipated heavy equipment loads. Roads bridges, culverts and all other roadways shall be designed for AASHTO H40 rating and capable of getting a large transmission transformer into the substation. This is required even if a transformer is not in the current design but needed for future substation expansion.

**Grade**

The maximum grade on the access road should generally not exceed 6 percent.

**Curvature**

The inside radius of the access road at 90 degree intersections with major roads should not be less than 15 meters (50 feet) in order to provide sufficient turning space for long vehicles.

**Design**

1. Access roads shall be about 6 meters (20 feet) wide. The road should be crowned at the center for drainage.
2. The subgrade for the road should be prepared and compacted to the same requirements as the embankment for the yard at a minimum.
3. Follow State highway department standard specifications.
4. The access road may consist of a 200 mm (8-inch) aggregate base course and a
5. 100 mm (4-inch) aggregate surface course.
6. Application of the wearing courses should be made in accordance with highway standard specifications.

**Roadways in the Substation Yard**

1. The entire yard will be considered as drivable by light traffic (AASHTO H20 rating).
2. Drives within the fenced yard for access to transformer banks or as a perimeter drive will be the same as for the access road designs (AASHTO H40).
3. The width may be reduced to 5 meters (16 feet) and inside radii for interior drives may be 7.5 meters (25 feet) or less if space is not available.
4. Culverts and cable trenches should also be designed for anticipated heavy equipment loads (AASHTO H40).

**GROUNDING**

The site locations shall have good grounding properties. If a poor site is purchased it would raise the costs of the substation to make provisions to correct for poor grounding conditions.

Provide the follow following work and information to LKE:

1. A geotechnical report including soil types and rock depth at a minimum depth of 10' below proposed final grade or until rock is encountered. If rock is encountered before 10', core 5' of rock. All additional geotechnical reports required for grading and site design will be completed and supplied to LG&E/KU.
2. A soil resistivity study under the proposed yard using the four point Wenner method or smart meter. The measurement should be taken to allow multi-layer resistivity modeling and go to the lowest depth as reasonably possible with a minimum of 15' depth. This will be completed before site is purchased and after site work is completed. Both are subject of review and approval.
3. If the geotechnical report or the resistivity study indicates potential grounding issues with the site, LG&E/KU reserves the right for a resistance to remote ground measurement to be taken with a loss of potential measurement and shall be taken at the maximum distance away as practically possible. This will be completed before site is purchased and after site work is completed. Both are subject of review and approval. A resistance to remote ground measurement is to be taken with a Loss of potential measurement and shall be taken at the maximum distance away as

practically possible. This will be completed before site is purchased and after site work is completed. Both are subject of review and approval.

## **ENVIRONMENTAL**

Provide environmental information before the purchase of the land and at any other times new design considerations or hazards are discovered.

Below are a list of minimum requirements.

1. Provide information with geotechnical report at a minimum:
  - a. Surface and bedrock geology
  - b. Slope stability and erosion potential
  - c. Permafrost
  - d. Existing Soil types
  - e. Water quantity (surface and groundwater), including hydrologic regime data and water withdraws.
  - f. Water resources
  - g. Flood levels, zones and relevant information.
2. Provide existing Vegetation types onsite including but not limited to information on:
  - a. Rare and endangered plants
  - b. Revegetation potential
  - c. Other relevant information.
3. Information on wildlife resources including but not limited to:
  - a. Wildlife populations and capabilities
  - b. Sensitive species, periods, and habitat
  - c. Hunting, hiking, and trapping activities
  - d. Wildlife management activities
  - e. Other relevant information.
4. Provide information on site and objects of historical, architectural, archaeological, paleontological, and scenic significance
5. Provide information on environmental hazards
  - a. Known and potential occurrence of hazards, such as snow avalanches, landslides, mudflows, windstorms, earthquakes, tidal waves, floods, and fire hazards
  - b. Existence of toxic or other hazardous materials on site
  - c. Government-owned land, ecological reserves, forest reserves, and other reserves and easements
  - d. Noise potential hazards and design consideration. Special sounds wall requirements.
  - e. Underground objects that may affect grounding or any other below grade work and excavations.
6. Provide information on any special vegetation, landscaping or visual wall required for nearby residents.

## **CONSTRUCTION AND DESIGN SPECIFICATIONS**

1. All construction and design specification will be submitted for LKE review and is subject to approval to meet company and industry standards.



2. All drawings and equipment cut sheet will be provided to LKE for review and approval before any work is started. Any changes to the drawings or specifications to meet specifications, codes, permits or industry standards will be at the cost of the contractor.
3. The specifications listed in this document are minimum requirements. The contractor is responsible for all design and specifications for a complete and working system.

## **SITE PREPARATION AND EARTHWORK GENERAL SPECIFICATIONS.**

### Definitions

1. Backfill: Soil materials used to fill an excavation.
  - a. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - b. Final Backfill: Backfill placed over initial backfill to fill a trench.
2. Base Course: Layer placed between the subgrade and asphalt or concrete paving.
3. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
4. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
5. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of water.
6. Excavation: Removal of material encountered above subgrade elevations and removal of material below subgrade for foundations, trenches, drains, and tanks.
  - a. Additional Excavation: Excavation below indicated elevations when directed by Engineer. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - b. Bulk Excavation: Excavations more than 10 feet (3 m) in width and pits more than 30 feet (9 m) in either length or width.
  - c. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
7. Fill: Soil materials used to raise existing grades.
8. Rock: Rock material in beds, ledges, un-stratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cu. yd. (0.76 cu. m) for bulk excavation or 3/4 cu. yd. (0.57 cu. m) for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, or ripping:
  - a. Excavation of Footings, Trenches, and Pits: Track-mounted hydraulic excavator; equipped with a 42-inch- (1065mm) wide, short-tip-radius rock bucket; rated at not less than 120-hp (89-kW) flywheel power with bucket-curling force of not less than 25,000 lbf (111 kN) and stick-crowd force of not less than 18,700 lbf (83 kN); measured according to SAE J-1179.
  - b. Bulk Excavation: Track-mounted loader; rated at not less than 210-hp (157-kW) flywheel power and developing a minimum of 45,000-lbf (200-kN) breakout force; measured according to SAE J-732.
  - c. Explosives: The use of explosives is NOT permitted.
9. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

10. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below sub base, drainage fill, or topsoil materials.
11. Utilities include on-site underground and above ground pipes, conduits, ducts, and cables, as well as underground services within buildings.
12. Grubbing: The removal of roots, shrubs, and other vegetation to a depth below the ground surface.
13. Stabilize: Placement of seed or crushed rock in order to prevent the erosion of soil.

### Project Conditions

1. Lines and grades shall be as indicated on attached drawings. Contractor shall be responsible for locating or establishing benchmarks and property monuments as indicated. Contractor shall use these benchmarks and reference points and any other points that Contractor may need to establish in order to layout and construct the work properly.
2. Carefully maintain all bench marks and monuments and replace as directed if disturbed or destroyed at no additional cost to Owner.
3. Disposition of Existing Facilities, Structures and Property:
  - a. Adequately protect from damage all existing utilities, structures and property and remove or relocate only as indicated, specified or as directed by Owner.
  - b. It shall be the Contractor's responsibility to have existing underground utilities located and verified prior to construction activities.
  - c. Report inactive and abandoned utilities encountered in excavating operations. Remove, plug, or cap as directed by Owner.
  - d. Utilities to be Removed: Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.
4. Tree Removal: Coordinate with Site Inspector before any trees are removed.
5. Protection of Trees: Protect tops, trunks, and roots of existing trees on project site and borrow sites which are to remain, as follows:
  - a. Box, fence around, or otherwise protect trees before any construction work is started.
  - b. Do not permit heavy equipment or stockpiles within branch spread.
  - c. Trim or prune to obtain working space in lieu of complete removal when possible.  
Conduct operation as follows:
    - i. With experienced personnel.
    - ii. Conform to good horticultural practice.
    - iii. Preserve natural shape and character.
    - iv. Protect cuts with approved tree paint.
  - d. Grade around trees as follows:
    - i. Trenching: Where trenching is required around trees that are to remain avoid cutting the tree roots by careful hand tunneling under or around the roots. Avoid injury to or prolonged exposure of roots.
  - e. Remove when damage occurs and survival is doubtful.
  - f. Replace with similar item when damaged through carelessness and so requested.
6. Environmental Protection:
  - a. Contractor shall employ construction methods and techniques that will result in the least detrimental impact upon the environment. Actions taken by the Contractor shall include, but are not limited to the following:

- i. Contractor shall repair ruts before leaving the area. At the conclusion of each working day the site shall be left in a condition to prevent soil erosion due to a possible rainfall event.
  - ii. Areas that are damaged by construction activities shall be re-graded to their original condition and resurfaced as specified or as directed at no extra cost to Owner. Seeded or sodded areas shall be reestablished with grass as specified.
  - iii. Care should be taken to avoid oil or fuel spills and other pollution. Areas polluted shall be cleaned and restored to their original condition at no extra cost to Owner.
  - iv. If items or areas of possible archaeological interest are uncovered during construction, Contractor shall notify Owner immediately.
  - v. Contractor shall comply with all requirements of all permits issued for this Project.
  - vi. Contractor shall be responsible for all operational aspects of storm water controls, including but not limited to, initial installations, inspections, and maintenance.
7. Geotechnical Report will be provided as an addendum once it has been completed and reviewed. Contractor is expected to comply with all the findings of this report. Engineering drawings and scope requirements will be reviewed and amended as necessary. If there are any expected conflicts due to the report findings, Contractor shall address these issues in the submitted proposal.

## **MATERIALS**

### **Soil**

1. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
2. Unsatisfactory Soil: ASTM D 2487 soil classification groups ML, MH, CH, OL, OH, and PT, or a combination of these group symbols.
  - i. Unsatisfactory Soil also includes Satisfactory Soil not maintained within 2 percent of optimum moisture content at time of compaction.
3. Backfill and Fill: Satisfactory Soil materials.
4. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2- inch (38-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
5. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (38-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
6. Engineered Fill: Satisfactory Soil materials
7. Bedding: Washed, narrowly graded mixture of crushed stone, or crushed or un-crushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.
8. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or un-crushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.
9. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.
10. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

## 11. Structural Fill: Satisfactory Soil materials

### Accessories

1. Drainage Fabric: Non woven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
  - i. Grab Tensile Strength: 110 lbf (490 N); ASTM D 4632.
  - ii. Tear Strength: 40 lbf (178 N); ASTM D 4533.
  - iii. Puncture Resistance: 50 lbf (222 N); ASTM D 4833.
  - iv. Water Flow Rate: 150 gpm per sq. ft. (100 L/s per sq. m); ASTM D 4491.
  - v. Apparent Opening Size: No. 50 (0.3 mm); ASTM D 4751.
2. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
  - i. Grab Tensile Strength: 200 lbf (890 N); ASTM D 4632.
  - ii. Tear Strength: 75 lbf (333 N); ASTM D 4533.
  - iii. Puncture Resistance: 90 lbf (400 N); ASTM D 4833.
  - iv. Water Flow Rate: 4 gpm per sq. ft. (2.7 L/s per sq. m); ASTM D 4491.
  - v. Apparent Opening Size: No. 30 (0.6 mm); ASTM D 4751.

### Soil Sterilant

1. Sterilant shall be Hyvar as manufactured by E.I. duPont or a comparable product meeting requirements of State Environmental Protection Laws.
2. Application:
  - i. Subgrade must be approved by Owner prior to placing soil sterilant.
  - ii. Apply to all areas of the substation indicated to receive crushed rock surfacing and crushed rock base course.
  - iii. Apply prior to placing crushed rock.
  - iv. Apply according to manufacturer's recommendations.

### Rip-Rap Material

1. Material shall meet the requirements of machined rip-rap (Class 1) given in INDOT Standard Specifications.
2. Stone shall be durable and of suitable quality to ensure permanence of the structure.
3. Quantity of rock with an elongation greater than 3:1 shall not exceed 20 percent of the mass. No stone shall have an elongation greater than 4:1.
4. Material shall be free from cracks, seams, or other defects that would tend to increase its deterioration and shall not have a loss of more than 12 percent after 5 cycles when tested for soundness with sodium sulfate as described in AASHTO T104.
5. Objectionable quantities of dirt, sand, clay and rock fines will not be permitted.
6. Place on the prepared base as indicated in such a manner as to produce a reasonably well graded mass of rock with a minimum practicable percentage of voids.

7. Place to its full course thickness in one operation and in a manner to avoid displacing the base material.
8. Finished rip-rap shall be free from objectionable pockets of small stones and clusters of larger stones. Hand place only if necessary to secure the desired results.
9. A tolerance of plus or minus 4 inches from the slope lines and grades will be allowed to the extremes that such a tolerance shall not be continuous over an area greater than 200 square feet.
10. Maintain the rip-rap protection until accepted and replace any material displaced at no additional cost to the Owner.

## **INSTALLATION**

### **Preparation**

1. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
2. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
3. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways. Follow requirements of the contractor-prepared SWPPP and state and local guidelines.

### **Clearing and Grubbing**

1. Clear and grub all areas where earthwork is to be performed and any other areas beyond the earthwork limits where indicated.
2. Clearing:
  - i. Clearing includes felling and disposal of trees, brush, and all other vegetation found on or above the existing ground surface inside the clearing limits.
  - ii. Conduct work in a manner to prevent damage to property and to provide for the safety of employees and others.
  - iii. Keep operations within construction limits indicated.
3. Grubbing:
  - i. Grubbing includes the removal and disposal of all tree stumps and roots where backfill is to be placed and when the excavated material is to be used as backfill. Removal and disposal of tree stumps and roots larger than 3 inches in diameter will be required at all other locations.
  - ii. Backfill all excavated depressions with approved material and grade to drain.
4. Disposal of Debris:
  - i. Dispose of debris from clearing and grubbing at a location off the Job Site, as arranged for by Contractor, at no additional cost to Owner.
  - ii. Contractor may claim and salvage any timber or other debris that must be removed from the Job Site but shall not delay in any manner either this contract or other work with salvaging operations.

### Dewatering

1. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
2. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - i. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  - ii. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

### Excavation, General

1. Unclassified Excavation is the excavation of rock, soil or any combination thereof to the indicated elevation.
  - i. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.  
Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
  - ii. Rock excavation includes removal and disposal of rock.
2. All excavation for this Project shall be considered Unclassified Excavation. The Contractor shall neither request nor require additional fees from Owner for excavation of rock or other materials.

### Approval of Subgrade

1. Notify Engineer when excavations have reached required subgrade.
2. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
3. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
4. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

### Unauthorized Excavation

1. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Engineer.
  - i. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

### Storage of Soil Materials

1. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - i. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
  - ii. Stockpiles shall be located outside of wetland boundaries and managed such that run-off does not impact the wetlands.

### Backfill

1. Place and compact backfill in excavations promptly, but not before completing the following:
  - i. All excavation for structure or foundation shall be inspected by geotechnical testing personnel.
  - ii. Construction below finish grade including, where applicable, damp proofing, waterproofing, and perimeter insulation.
  - iii. Surveying locations of underground utilities for record documents.
  - iv. Inspecting and testing underground utilities.
  - v. Removing concrete formwork.
  - vi. Removing trash and debris.
  - vii. Removing temporary shoring and bracing, and sheeting.
  - viii. Installing permanent or temporary horizontal bracing on horizontally supported walls.

### Moisture Control

1. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within +3 to -2 percent of optimum moisture content.
  - i. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
  - ii. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### Compaction of Backfills and Fills

1. Place backfill and fill materials in layers not more than 6 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
2. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
3. Compact soil to not less than the following percentages of maximum dry unit density according to ASTM D 698 (Standard Proctor):
  - i. Under structures, building slabs, steps, pavements, and detention basin berms scarify and re-compact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill material at 98 percent. The upper 24 inches of fill (upper 12 inches in excavations) beneath proposed pavements and structures and pond bottoms shall be compacted to 98 percent maximum dry density.

- ii. Under walkways, scarify and re-compact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 95 percent.
- iii. Under lawn or unpaved areas, scarify and re-compact top 6 inches (150 mm) below subgrade and each layer of fill material at 90 percent.

### Grading

1. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - i. Provide a smooth transition between adjacent existing grades and new grades.
  - ii. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
2. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - i. Lawn or Unpaved Areas: Plus or minus 1 inch (25 mm).

### Field Quality Control

1. Testing Agency: Contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality control testing.
2. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
3. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
4. Testing agency will test compaction of soils in place according to ASTM D 1556. Tests will be performed at the following locations and frequencies:
  - i. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
  - ii. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet (30 m) or less of wall length, but no fewer than two tests.
  - iii. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet (46 m) or less of trench length, but no fewer than two tests.
5. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; re-compact and re-test until specified compaction is obtained.

### Protection

1. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.



2. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - i. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and re-compact.
3. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - ii. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

#### Disposal of Surplus and Waste Materials

1. Satisfactory Soil: Transport surplus satisfactory soil to designated storage areas at Job Site. Stockpile or spread soil as directed by Engineer.
2. Remove waste material, trash, and debris, and legally dispose of it off Owner's property, following any and all laws and regulations. If any spoils have unusual staining or odors, inform Owner immediately. Unsatisfactory soil should remain on site and used in other locations.

#### Maintenance and Repair

1. Maintenance:
  - i. Settling or erosion shall be filled, repaired and grades reestablished to elevations and slopes indicated.
2. Correction of Settlement:
  - i. Contractor is responsible for correcting any excessive settlement as determined by Owner, for the specific areas of backfill and damages created thereby within one year after acceptance of the Work.
  - ii. Make repairs within 10 days from and after due notification by Owner of backfill settlement and resulting damage.
  - iii. Make own arrangements for access to the site for purposes of repair.

December 7, 2020

Nathanael Esposito  
Senior Vice President  
Ashwood Solar I, LLC  
781 Brazos Street, Suite 1400  
Austin, TX 78701

Dear Mr. Esposito,

The purpose of this letter agreement is to commemorate the mutual agreement of Louisville Gas and Electric Company and Kentucky Utilities Company (“LG&E/KU”) and Ashwood Solar I, LLC (“Interconnection Customer”) to modify Appendix A to the Large Generator Interconnection Agreement (“LGIA”) dated November 30, 2018. Specifically, LG&E/KU and Interconnection Customer have agreed to amend section 2(b) of Appendix A (appended to this letter agreement) to:

- State that Interconnection Customer will provide security in a form acceptable to LG&E/KU in accordance with Section 11.5 for Network Upgrades and to delete the prior requirement for Interconnection Customer to provide the funding for the initial expense for the Network Upgrades; and
- Update the cost estimates for Network Upgrades in Table 2.


LG&E/KU and Interconnection Customer agree that the current version of Appendix A shall be removed from the LGIA dated November 30, 2018 and replaced in its entirety with the amended Appendix A, which shall be effective upon the date of execution of this letter agreement by Interconnection Customer. No changes or amendments other than those listed above were made to the LGIA or Appendix A.

Please sign this letter agreement below and return to [Ashley.Vinson@lge-ku.com](mailto:Ashley.Vinson@lge-ku.com) via email.

Regards,

Beth McFarland  
Vice President, Transmission  
Louisville Gas and Electric Company and  
Kentucky Utilities Company

AGREED TO BY ASHWOOD SOLAR I, LLC

DocuSigned by:  
  
7F38B73A817E470

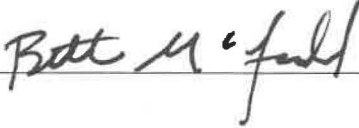
12/16/2020

Nathanael Esposito  
Senior Vice President  
Ashwood Solar I, LLC

Date

AGREED TO BY LG&E/KU

kac



12-17-20

Beth McFarland  
Vice President, Transmission  
LG&E/KU

Date

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Attachment J  
Economic Report



Stantec Consulting Services, Inc.  
3001 Washington Blvd, Suite 500, Arlington, VA 22201

December 9, 2020  
File: 172658236

**Attention: Joshua McNeeley**  
Senior Development Manager  
**RWE Renewables Americas, LLC**  
701 Brazos Street, Suite 1400  
Austin, TX 78701

Dear Mr. McNeeley,

**Reference: Ashwood Solar Project, Lyon County, Kentucky**

Construction and operation of a solar energy facility has the potential to create both short- and long-term jobs and economic benefits to the local community as well as the state overall. The purchase of materials and equipment, as well as employment of construction workers, will create demand for local business through the duration of construction, generating revenue within the regional economy. Long-term maintenance and operation of the solar facility will continue to generate economic benefits through the employment of on-site operations and maintenance (O&M) staff, contracted maintenance services, purchase of replacement parts and maintenance activities, and through the payment of property taxes or payment in lieu of taxes (PILOT) payments to local jurisdictions through the lifetime of the Project.

The Jobs and Economic Development Impact Model (JEDI) photovoltaics (PV) model (PV12.23.16), developed by the U.S. Department of Energy National Renewable Energy Laboratory (NREL), was utilized to quantify the number of jobs and overall economic benefits from construction and operation of the Project. The model parameters were updated with recent publicly available, industry-wide information on PV solar equipment, construction, and operational costs.

JEDI-PV is an input-output model that uses state-specific data to predict employment, income, and economic output of solar facilities based on the anticipated wattage of a project. The model is based on the assumption that expenditures in an industry usually result in demands for goods and services in other industries. The direct expenditures from purchases like aggregate, fencing, etc. can create indirect impacts, such as employment created in producing and transporting the solar modules and other Project equipment to the site as well as things like construction materials. Induced impacts result from the increase in construction workers and indirect employees' income and spending in the region, such as at local restaurants which need to hire additional staff to accommodate construction laborers spending their wages on meals.

In this analysis, impacts are based on additional spending infused into an economy due to construction expenditures. The expenditures are new dollars spent in the economy because of construction only and exclude the cost of land and the purchase of solar modules, which are likely to be purchased outside the affected area.

Reference: Ashwood Solar Project, Lyon County, Kentucky

## RESULTS

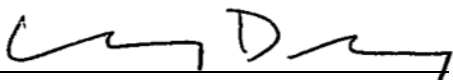
The purchase of materials and equipment, as well as employment of construction workers, will create demand for local business through the duration of construction, generating revenue within the regional economy. The JEDI model estimates that for the 86 MW facility, the Project will have an estimated Capital Expenditure Cost of approximately \$100 million. According to the JEDI-PV model and the Applicant's experience constructing solar energy projects, the Project will result in approximately 264 full-time jobs associated with construction of the Project. An additional approximately 150 jobs will be supported by supply chain impacts, and another approximately 90 jobs will be created through induced effects. Estimating the portion of projected employment that would come directly from the region is difficult. While many positions can be filled utilizing local labor, such as equipment operators, truck drivers, laborers, and electricians, there will also be some specialized skilled positions required for construction of the Project.

JEDI estimates that construction of the Project will have a total economic output to the community of more than \$57 million with more than approximately \$20 million of that output coming from onsite labor and services, approximately \$20 million coming from supply chain impacts, and an additional approximately \$13 million in induced impacts.

During the operational stage of the Project, two to three full time jobs are expected on-site while supply chain and induced job impacts will add an additional two jobs during the life of the Project. The total annual economic output to the community is estimated at more than \$575,000. This economic output does not include the PILOT or property tax revenue that would be generated and paid to the county annually over the life of the Project.

Regards,

**Stantec Consulting Services, Inc.**



**Courtney Dohoney, PMP**

Phone: 312.636.6848

## REFERENCES

National Renewable Energy Laboratory (NREL). 2018. "U.S. Solar Photovoltaic System Cost Benchmark: Q1 2018." Accessed online December 17, 2019 at: <https://www.nrel.gov/docs/fy19osti/72399.pdf>

U.S. Department of Labor, Bureau of Labor Statistics. 2020. Employer Costs for Employee Compensation – June 2020.

Attachment J  
Site Assessment Report

(attached in separate volume)

Attachment K  
Certificate of Authority



COMMONWEALTH OF KENTUCKY  
ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

0970585.06

mstration  
ADD

Allison Lundergan Grimes  
Kentucky Secretary of State  
Received and Filed:  
12/14/2016 11:39 AM  
Fee Receipt: \$90.00

Division of Business Filings  
Business Filings  
PO Box 718  
Frankfort, KY 40602  
(502) 564-3490  
www.sos.ky.gov

Certificate of Authority  
(Foreign Business Entity)

FBE

Pursuant to the provisions of KRS 14A and KRS 271B, 273, 274, 275, 362 and 386 the undersigned hereby applies for authority to transact business in Kentucky on behalf of the entity named below and, for that purpose, submits the following statements:

1. The entity is a :  profit corporation (KRS 271B).  nonprofit corporation (KRS 273).  professional service corporation (KRS 274).  
 business trust (KRS 386).  limited liability company (KRS 275).  professional limited liability company (KRS 275).  
 limited partnership (KRS 362).

2. The name of the entity is Ashwood Solar I, LLC  
(The name must be identical to the name on record with the Secretary of State.)

3. The name of the entity to be used in Kentucky is (if applicable): \_\_\_\_\_  
(Only provide if "real name" is unavailable for use; otherwise, leave blank.)

4. The state or country under whose law the entity is organized is DELAWARE

5. The date of organization is 11/15/2016 and the period of duration is \_\_\_\_\_  
(If left blank, the period of duration is considered perpetual.)

6. The mailing address of the entity's principal office is  
1105 Navasota Street, Austin, TX 78702  
Street Address City State Zip Code

7. The street address of the entity's registered office in Kentucky is  
421 West Main Street, Frankfort, KY 40601  
Street Address (No P.O. Box Numbers) City State Zip Code

and the name of the registered agent at that office is Corporation Service Company

8. The names and business addresses of the entity's representatives (secretary, officers and directors, managers, trustees or general partners):

Name	Street or P.O. Box	City	State	Zip Code
Aaron Zubaty				
Jay Schoenberger				
David Savage				

9. If a professional service corporation, all the individual shareholders, not less than one half (1/2) of the directors, and all of the officers other than the secretary and treasurer are licensed in one or more states or territories of the United States or District of Columbia to render a professional service described in the statement of purposes of the corporation.

10. I certify that, as of the date of filing this application, the above-named entity validly exists under the laws of the jurisdiction of its formation.

11. If a limited partnership, it elects to be a limited liability limited partnership. Check the box if applicable:

12. This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective date cannot be prior to the date the application is filed. The date and/or time is \_\_\_\_\_  
(Delayed effective date and/or time)

Signature of Authorized Representative: [Signature] Aaron Zubaty, Manager  
Printed Name & Title Date: 12/9/16

I, \_\_\_\_\_, consent to serve as the registered agent on behalf of the business entity.

Type/Print Name of Registered Agent  
By: [Signature] Miranda Groom Asst. Secretary 12-12-16  
Signature of Registered Agent Printed Name Title Date

(01/12)

**Kentucky Certificate of Authority – Foreign Business Entity**

**Ashwood Solar I, LLC**

**Addendum to Item 8.** The names and business addresses of the entity's representatives (secretary, officers and directors, managers, trustees or general partners):

<u>Cyrus Tashakkori</u>	<u>1105 Navasota Street</u>	<u>Austin, TX</u>	<u>78702</u>
Name	Street or P.O. Box	City	State Zip Code

yft

ADP

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POC  
Allison Lundergan Grimes  
Kentucky Secretary of State  
Received and Filed:  
2/13/2019 3:12 PM  
Fee Receipt: \$10.00



COMMONWEALTH OF KENTUCKY  
ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

Division of Business Filings  
Business Filings  
PO Box 718  
Frankfort, KY 40602  
(502) 564-3490

Statement of Change of Principal Office Address

POC

Pursuant to the provisions of KRS 14A and KRS 271B, 273, 274, 275, 362 or 386 the undersigned hereby applies to change one or all of the following: the principal office address, the registered agent and/or registered office address on behalf of

Ashwood Solar I, LLC and for that purpose submits the following:  
(The name must be identical to the name on record with the Secretary of State.)

1. Principal office address currently on file:

1105 Navasota Street  
Austin, TX 78702

Principal office is hereby changed to:

353 N Clark St., 30th FL  
Chicago, IL 60654

Fee: The fee for this filing is \$10.

I declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

X

Lisa Gonzalez - Auth Person  
Printed Name

2/12/2019  
Date

DOCUMENT NO: 485261  
RECORDED: February 14, 2019 09:23:00 AM  
TOTAL FEES: \$11.00  
COUNTY CLERK: JEFF HANCOCK  
DEPUTY CLERK: STARLA HAEBERLIN  
COUNTY: FRANKLIN  
BOOK: A134 PAGES: 660 - 660