Weirs Creek Solar, LLC

Case No. 2024-00099

Application - Exhibit 1

Kentucky State Board on Electric Generation and Transmission Siting
Sebree Solar II, LLC – Case No. 2024-00099
Application – Exhibit 1

Filing Requirement

To apply for a certificate of public convenience and necessity to construct an electric transmission line of 138 kilovolts or more and more than 5,280 feet, a utility shall file with the commission: (1) All documents and information required by: (a) 807 KAR 5:001, Section 14, except that the applicant shall file the original and six (6) copies of the application (807 KAR 5:120, Section 2(1)(a))

If a limited liability company, the applicant shall identify in the application the state in which it is organized and the date on which it was organized, attest that it is in good standing in the state in which it is organized, and, if it is not a Kentucky limited liability company, state if it is authorized to transact business in Kentucky (807 KAR 5:001, Section 14(3))

Respondent: Lester Morales

Weirs Creek Solar, LLC was organized in the state of Delaware on December 8, 2022. Weirs Creek is currently in good standing in the state in which it was organized, and it is authorized to transact business in the Commonwealth of Kentucky.

Attachment A: Certificate of Authority (1 Page)

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 1
Attachment A

Certificate of Authority
(1 Page)

COMMONWEALTH OF KENTUCKY
MICHAEL ADAMS, SECRETARY OF STATE

1251251.06 tsemones ADD
Michael G. Adams
Kentucky Secretary of State
Received and Filed:
1/6/2023 10:58 AM
Fee Receipt: $90.00

Division of Business Filings
P.O. Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Certificate of Authority
(Foreign Business Entity)

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)
- ☐ business trust (KRS 386).
- ☐ limited partnership (KRS 362).
- ☐ non-profit llc (KRS 275)
- ☐ nonprofit corporation (KRS 273)
- ☒ limited liability company (KRS 275)
- ☐ ltd cooperative assn. (KRS)
- ☐ cooperative assn. (KRS)
- ☐ professional service corporation (KRS 274)
- ☐ professional limited liability company (KRS 275)
- ☐ statutory trust
- ☐ unincorporated association

2. The name of the entity is Weirs Creek Solar, 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 12/08/2022 and the period of duration is _____.
(If left blank, duration is considered perpetual.)

6. The mailing address of the entity's principal office is

700 Universe Blvd.	Juno Beach	FL	33408
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
Matthew Roskot	700 Universe Blvd.	Juno Beach	FL	33408
Charlotte B. Anderson	700 Universe Blvd.	Juno Beach	FL	33408
Jason B. Pear	700 Universe Blvd.	Juno Beach	FL	33408

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. If a limited liability company, check box if manager-managed: ☐

13. 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 1/10/2023.

Please indicate the Kentucky county in which your business operates:
County: FRANKLIN.

To complete the following, please shade the box completely.

Please indicate the size of your business:
- ☒ Small (Fewer than 50 employees)
- ☐ Large (50 or more employees)

Please indicate whether any of the following make up more than fifty percent (50%) of your business ownership:
- ☐ Women-Owned
- ☐ Veteran Owned
- ☐ Minority Owned

Please indicate which of the following best describes your business:
- ☐ Agriculture
- ☐ Mining
- ☐ Services
- ☐ Construction
- ☐ Wholesale Trade
- ☐ Retail Trade
- ☐ Manufacturing
- ☐ Finance, Insurance, Real Estate
- ☐ Public Administration
- ☒ Transportation, Communications, Electric, Gas, Sanitary Services
- ☐ Other

Signature of Authorized Representative	Jason B. Pear Printed Name & Title	1/3/2023 Date

I, Corporation Service Company, consent to serve as the registered agent on behalf of the business entity.
Type/Print Name of Registered Agent

By: Brittany Arnett Signature of Registered Agent	Corporation Service Company Printed Name	Assistant Secretary Title	1/5/23 Date

(1/20)

Weirs Creek Solar, LLC

Case No. 2024-00099

Application - Exhibit 2

Kentucky State Board on Electric Generation and Transmission Siting
Weirs Creek Solar, LLC – Case No. 2024-00099
Application – Exhibit 2

Filing Requirement

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 (KRS 278.706(2)(b))

Respondent: Lester Morales

The proposed Project will be capable of generating 150 megawatts alternating current ("MWac"). The Project will be located on a site within 2,260 leased acres (approximately 810 acres fenced) near Providence in Hopkins County, Kentucky. The Project includes approximately 384,154 photovoltaic ("PV") solar panels, associated racking, 41 inverters and a project substation transformer that will connect via a 161 kV transmission line.

The power generated by Weirs Creek will provide clean, renewable electricity. Photovoltaic solar panels will be mounted on racking, which will fix the solar panels to the ground. Additional infrastructure at Weirs Creek will consist of central electric inverters and transformers, underground electrical collection systems, electrical collector substation, point of interconnection, switchyard, a solar meteorological station, data acquisition (SCADA) hardware, control house, and associated facilities, private gravel access roads with gated ingress/egress points and security fencing. Weirs Creek will include a 0.85-mile nonregulated transmission line interconnecting from a collector substation, mapped on the north side of Corinth Church Road, to the point of interconnect (POI), mapped on the north side of U.S. Highway 41A ("US-41 ALT") (Stanhope Road). The POI will connect to the Hopkins-Reid 161 kV line, owned and operated by Big Rivers Electric Corporation upon Commercial Operation Date (COD). A map of the Project is attached

hereto, a map of the transmission line is attached to Exhibit 14,and more detailed preliminary site maps are attached to the Site Assessment Report (Exhibit 12).

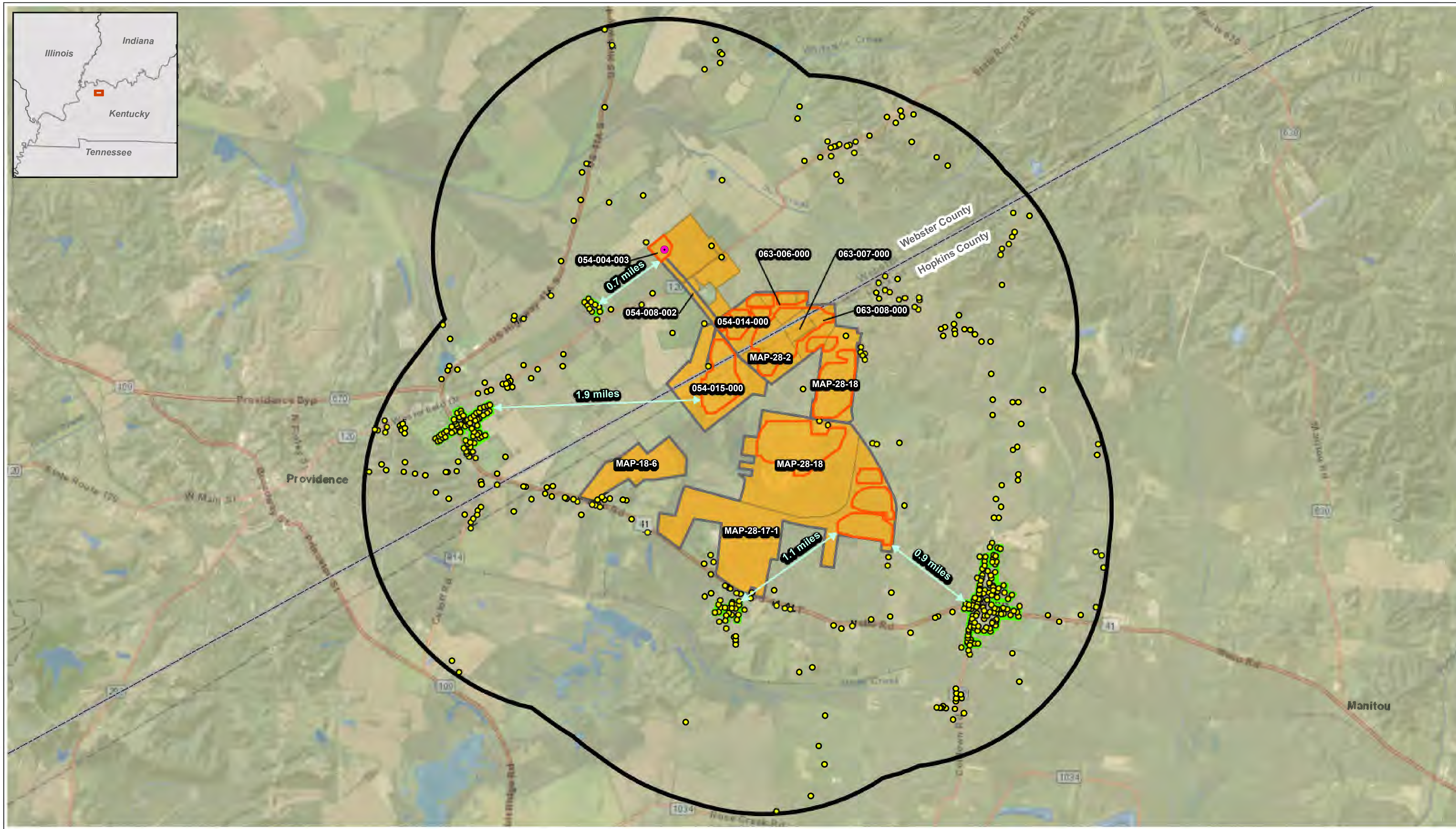
Attachment A: Solar Facility Project Map (1 Page)

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 2
Attachment A

Solar Facility Project Map
(1 Page)



Project Location Map
Weirs Creek Solar Project
Hopkins and Webster Counties, KY
Date: 5/17/2024

Sources: ESRI World Imagery 9/2023; Weirs Creek Solar, LLC, 2024; ECT 2024.

Legend

- Residential Structure
- Point of Interconnect (POI)
- Project Fence
- Distance (Miles) from Residential Neighborhood to Closest Project Facility
- Residential Neighborhood per KRS 278.700
- Project Parcel
- Project Boundary
- 2-Mile Project Boundary Buffer

N

0 2,300 4,600
Feet

ECT

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 3

Kentucky State Board on Electric Generation and Transmission Siting
Weirs Creek Solar, LLC – Case No. 2024-00099
Application – Exhibit 3

Filing Requirement

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 (KRS 278.706(2)(c))

With respect to both electric transmission lines and carbon dioxide transmission pipelines, evidence that public notice has been given by publication in a newspaper of general circulation in the general area concerned. Public notice shall include the location of the proposed electric transmission line or carbon dioxide pipeline, shall state that the proposed line or pipeline is subject to approval by the board, and shall provide the telephone number and address of the Public Service Commission (KRS 278.714(2)(e))

Respondent: Lester Morales

A copy of the public notice provided by Weirs Creek is attached. Participating and adjacent landowners whose property borders the proposed site were provided with this notice via certified mail that was delivered to the United States Postal Service on May 17, 2024. In addition, the public notice was published in the Madisonville Messenger, Providence Journal, and Sebree Banner, newspapers of general circulation in Hopkins and Webster County, during the week of May 13-17, 2024. The mailing date for participating and adjacent landowners and the publication date for both newspapers is within thirty (30) days of the filing of this Application, in compliance with KRS 278.706(2)(c). Copies of the published notice and publishers' affidavits evidencing notice of publication are attached.

Attachment A: Public Notice of Filing (1 page)

Attachment B: Mailing List for Participating and Adjacent Landowners (1page)

Attachment C: Newspaper Notice and Publishers' Affidavit (5 pages)

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 3
Attachment A

Public Notice of Filing
(1 Page)

WEIRS CREEK SOLAR II, LLC
NOTICE OF APPLICATION

On or about May 20, 2024, Weirs Creek Solar, LLC will be filing an application with the Kentucky State Board on Electric Generation and Transmission Siting (Siting Board) in Case No. 2024-00099 to develop and construct an approximately 150 megawatt (MW) solar photovoltaic electric generating facility on approximately 2,200 acres to be located in Hopkins and Webster Counties with an address of 369 Russell Farms Road, Providence, Kentucky. The proposed Weirs Creek Solar project will consist of solar photovoltaic panels and associated infrastructure, including racking, inverters, substation transformer, other necessary equipment to support the project, and an approximately 0.85 mile nonregulated transmission line.

Weirs Creek Solar, LLC's application is subject to the Siting Board's review and approval. The contact information for the Siting Board is as follows: P.O. Box 615, 211 Sower Blvd., Frankfort, Kentucky 40602-0615, or by telephone at (502) 564-3940.

Any person wishing to become a party to a proceeding before the Siting Board may, by written motion filed no later than thirty (30) days after the application has been submitted, request leave to intervene.

A party may, upon written motion filed no later than thirty (30) days after an application has been filed, request the Siting Board to schedule an evidentiary hearing at the offices of the Kentucky Public Service Commission, P.O. Box 615, 211 Sower Blvd., Frankfort, Kentucky 40602-0615.

A request that the Siting Board conduct a local public hearing or local public information meeting shall be made by at least three (3) interested persons who reside in the county or municipal corporation in which the facility is proposed to be constructed to consider the application for a construction certificate. The request shall be made in writing and shall be filed no later than thirty (30) days after a complete application is filed.

Any questions related to the application, or other aspects of the approval process, may be directed to the Siting Board at P.O. Box 615, 211 Sower Blvd., Frankfort, Kentucky 40602-0615, or by telephone at (502) 564-3940.

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 3
Attachment B

Mailing List of Participating and Adjacent Landowners
(1 Page)

Weirs Creek: Mailing List for Participating and Adjacent Landowners

County	Parcel ID	Owner Name	Address
Hopkins	MAP-18-11	GARDNER CHAMPIE W & ANNA L	12650 NEBO ROAD, PROVIDENCE, KY 42450
Hopkins	MAP-18-11A	Gardner Eddie Champ & Champie W Gardner	12640 NEBO RD, PROVIDENCE, KY 42450
Hopkins	MAP-18-15-1	Yeckering James R	215 COVINGTON RIDGE, OWENSBORO, KY 42301
Hopkins	MAP-18-16	WARD KAYLA MADISON & MASEN DEAN	12715 NEBO RD, MADISONVILLE, KY 42431
Hopkins	MAP-18-16-1	GOOSE POND LLC	1645 OTTER LAKE LP, HANSON, KY 42413
Hopkins	MAP-18-21	GOOSE POND LLC	458 N MAIN, MADISONVILLE, KY 42431
Hopkins	MAP-18-21A	GOOSE POND LLC	459 N MAIN, MADISONVILLE, KY 42431
Hopkins	MAP-18-3	GIBSON BENJAMIN W & ANNA GIBSON	207 FAIRWAY DR, PROVIDENCE, KY 42450
Hopkins	MAP-18-4	GIBSON FARMS LLC	534 JUSTICE LN, PROVIDENCE, KY 42450
Hopkins	MAP-18-5	RHEA ROBIN JR & GAIL LYNN CO-TRUSTEE, ROBIN RHEA JR &GAIL LYNN IRREV TRUST	5599 STATE ROUTE 132W, CLAY, KY 42404
Hopkins	MAP-18-6-1	CAMPLIN GREGORY N	12670 NEBO RD, PROVIDENCE, KY 42450
Hopkins	MAP-18-6-1-1	SHOCKLEY SAMANTHA J	12690 NEBO RD, PROVIDENCE, KY 42450
Hopkins	MAP-18-8	GIBSON JOHN SHIRLEY & ANNA GAYLE	13140 NEBO RD, PROVIDENCE, KY 42450
Hopkins	MAP-18-9	PEYTON JOSEPH C & CHARLOTTE A	PO BOX 483, MADISONVILLE, KY 42431
Hopkins	MAP-27-1	TOWERY FARMS INC	12 WESTWIND BLVD, MADISONVILLE, KY 42431
Hopkins	MAP-27-2	HINKLE LAND, % THOMAS W HINKLE	16 BARTLETT DRIVE, MADISONVILLE, KY 42431
Hopkins	MAP-27-6	DAME CLAY	2318 MURRAY HWY, BENTON, KY 42025
Hopkins	MAP-28-11	ENRIGHT WALTER E & KAREN B	340 SHADE TREE RD, NEBO, KY 42441
Hopkins	MAP-28-12	WATKINS CAROL CROWE	1990 BALLS HILL RD, NEBO, KY 42441
Hopkins	MAP-28-18	TOWNSEND FARMS INC	2105 DONALDSON RD, NEBO, KY 42441
Hopkins	MAP-28-21A	DONALDSON SANDRA G ETAL	2105 DONALDSON RD, NEBO, KY 42441
Hopkins	MAP-28-23	WOOTON GEORGE & MARTHA AND THE GAMBLE FAMILY TRUST	7045 NEBO RD, MADISONVILLE, KY 42431
Hopkins	MAP-28-24	DONALDSON SANDRA	2105 DONALDSON RD, NEBO, KY 42441
Hopkins	MAP-28-5-1	WEBSTER COUNTY COAL CORP, ATTN: JODI BLAIR	1586 BALL HILL RD, NEBO, KY 42441
Hopkins	MAP-28-6	KAUTZMAN LOLA M	690 GREENWOOD RD, NEBO, KY 42441
Hopkins	MAP-28-7	CLAYTON JEANNE ANN	2370 BEULAH RD, MADISONVILLE, KY 42431
Hopkins	MAP-28-8	MILLER ARTHUR B JR	670 GREENWOOD RD, NEBO, KY 42441
Hopkins	MAP-28-9	DAME CLAY	2318 MURRAY HWY, BENTON, KY 42025
Hopkins	MAP-29-1	JENKINS FRANKLIN & SHARON	11490 NEBO ROAD, NEBO, KY 42441-9748
Hopkins	MAP-29-12	HAYES ROGER W & THOMAS M HAYES & DOROTHY WEIR - TRUSTEES	447 COWAN FARMER LN, NEBO, KY 42441
Hopkins	MAP-29-1A	ALLIANCE LAND LLC, c/o JEREMY PARKER	11500 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-1B	VANLUE SHAWN ALLEN & DELORES	PO BOX 279, 11480 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-2	COUSE FRANK III	895 BUNTIN SCHOOLOUSE RD, MANITOU, KY 42436
Hopkins	MAP-29-3	COUSE FRANK SR	3881 STATE HIGHWAY 268, HANCOCK, NY 13783
Hopkins	MAP-29-6	RIDEN LINDA M	10905 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-6A-13	CUMMINGS ALICIA M & CHANCE	11145 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-6A-14	VANDIVER KENNAN J & VIRGINIA K	11225 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-6A-15	MASON JOHN H & BRENDA	PO BOX 52, NEBO, KY 42441
Hopkins	MAP-29-6A-16	MASON JOHN H & BRENDA	PO BOX 52, NEBO, KY 42441
Hopkins	MAP-29-6A-17	MASON JOHN H & BRENDA	PO BOX 52, NEBO, KY 42441
Hopkins	MAP-29-6A-18	STIEGLITZ JOHN	PO BOX 291, NEBO, KY 42441
Hopkins	MAP-29-6A-19	BLACKWELL TAMMY R & ANTHONY D	11265 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-6A-20	TOAL CHRISTOPHER JOHN JR & ZARA	11295 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-6A-21	MORGAN WILLIAM JR & LESLIE F	1503 NOBLE CROWLEY RD, DIXON, KY 42409
Hopkins	MAP-29-6A-22	MORGAN WILLIAM JR & LESLIE F	1503 NOBLE CROWLEY RD, DIXON, KY 42409
Hopkins	MAP-29-6A-23	WILLIAMS DAVID R	AM BRUECKEL 14, 92690 PRESSATH, GERMANY
Hopkins	MAP-29-6A-24	WILLIAMS DAVID R	AM BRUECKEL 14, 92690 PRESSATH, GERMANY
Hopkins	MAP-29-7	RIDEN LINDA	10905 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-9	HAYES JOE T & JOANN	305 HAYES RD, NEBO, KY 42441
Hopkins	MAP-29-9A	HAYES JOE T & JO ANN	305 HAYES RD, NEBO, KY 42441
Hopkins	MAP-38-12	ROBERTS KENNETH M & DOROTHY L	865 BALLS HILL RD, NEBO, KY 42441
Hopkins	MAP-38-29	CROWE HOWARD WAYNE & LARHUE A	1610 DONALDSON RD, NEBO, KY 42441
Hopkins	MAP-38-29C	CROWE HOWARD WAYNE & LARHUE A	1610 DONALDSON RD, NEBO, KY 42441
Webster	053-021-000	HEFFELFINGER CREDA	3872 GARDEN TERRACE, OWENSBORO, KY 42301
Webster	054-003-000	MELTON TIMOTHY R & ANITA D	2245 ST RT 120 E, PROVIDENCE, KY
Webster	054-004-000	ALSBROOKS THURMAN WAYNE	372 WELDON RD, PROVIDENCE, KY
Webster	054-006-001	PEYTON-MELTON FARMS LLC	PO BOX 205, SLAUGHTERS, KY
Webster	054-007-000	PEYTON-MELTON FARMS LLC	PO BOX 205, SLAUGHTERS, KY
Webster	054-008-002	PEYTON-MELTON FARMS LLC	PO BOX 205, SLAUGHTERS, KY
Webster	054-012-000	COLE FAMILY FARM LLC	1004 OAKHILL RD, DIXON, KY
Webster	054-013-000	CORINTH CHURCH & CEMETERY	434 CORINTH CHURCH RD, PROVIDENCE, KY
Webster	054-016-000	RHEA ROBIN JR & GAIL R LYNN IRREVOCABLE TRUST	5599 ST RT 132 W, CLAY, KY 42404
Webster	055-001-000	GIBSON FARMS LLC C/O ANNA G GIBSON	13140 NEBO RD, PROVIDENCE, KY
Webster	063-004-000	TOWERY FARMS INC C/O DWIGHT TOWERY	12 WESTWIND BOULEVARD, MADISONVILLE, KY
Webster	063-004-001	TOWERY FARMS INC C/O DWIGHT TOWERY	12 WESTWIND BOULEVARD, MADISONVILLE, KY
Webster	063-004-002	TOWERY FARMS INC C/O DWIGHT TOWERY	12 WESTWIND BOULEVARD, MADISONVILLE, KY
Webster	063-009-000	HINKLE LAND ESTATE C/O THOMAS W HINKLE	125 SOUTH HARRIG, MADISONVILLE, KY

Weirs Creek Solar, LLC

Case No. 2024-00099

Application - Exhibit 3
Attachment C

Newspaper Notice and
Publishers' Affidavits
(5 Pages)

NOTARIZED PROOF OF PUBLICATION

STATE OF KENTUCKY

COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County and State, this 20th day of

May, 2024, came Holly Willard personally known to me, who being

duly sworn, states as follows: That she is the Bookkeeping Assistant

of the Kentucky Press Service and the attached sheets show proof of publication

for the Nextera Energy Resources (Weirs Creek Solar II, LLC) ad in the Madisonville Messenger

on May 14, 2024, Providence Journal Enterprise on May 16, 2024 and Sebree Banner on

May 15, 2024.

Signed Holly Willard

Notary Public Bonnie F. Howard

My commission expires 9-18-2024

Id. # 14119

KENTUCKY PRESS SERVICE
101 CONSUMER LANE
FRANKFORT,KY 40601-
Voice (502) 223-8821 Fax (502) 226-3867

Invoice

Naomi Morrison
Agency Nextera Energy Resources
6619 146th Rd N
West Palm Beach, FL 33418-

Client Nextera Energy Resources
Reps Rachel McCarty

Invoice Date 05/20/24
PO Number
Order 24053NN0

Newspaper

Caption	Run Date	Ad Size	Rate	Rate Name	Color	Disc.	Total
MADISONVILLE MESSENGER							
Weirs Creek Solar II, LLC	05/14/2024	2 x 5.5	$22.49	CLDIS	$0.00	0.0000%	$247.39
PROVIDENCE JOURNAL-ENTERPRISE							
Weirs Creek Solar II, LLC	05/16/2024	2 x 5.5	$7.04	CLDIS	$0.00	0.0000%	$77.44
SEBREE BANNER							
Weirs Creek Solar II, LLC	05/15/2024	2 x 5.5	$5.00	CLDIS	$0.00	0.0000%	$55.00

Total Advertising	$379.83
Discounts	$0.00
Tax: USA	$0.00
Total Invoice	$379.83
Payments	$0.00
Adjustments	$0.00
Balance Due	$379.83

ANY QUESTIONS CONCERNING TEARSHEETS AND/OR REQUESTS FOR ACCOUNT CREDIT MUST BE MADE WITHIN FIVE DAYS OF THE DATE OF THIS INVOICE. IF THE REQUEST IS NOT RECEIVED WITHIN FIVE DAYS, THE CLIENT IS RESPONSIBLE FOR FULL PAYMENT OF THE INVOICE AMOUNT. **As of MAY 1, 2017, a 2.5 percent convenience fee will be added if paying by Credit Card.** Amount Due Subject to 1.5% Service Charge After 30 Days Please Pay From This Invoice. No Statement Will Be Sent.

SWEEP

FROM **PAGE A5**

3rd place

4x200-meter relay (Mckinley Wilson, Taylor Nelson, Israel Gordon, Kailey Barber) 1:57.38

4x400-meter relay (Mckinley Wilson, Katie Gillette, Kailey Barber, Coley Mitchell) 4:56.36

Christian Hughes 400-meter dash — 55.56; 5th Hayden Briggs 59.12; 12th Brayden Robertson 1:04.00

4x100-meter relay (Bryson Shoulders, Manny Burrus, Brady Marsh, Nate Hodges) 47.21

4x800-meter relay (Terry Smith, Michael Strahl, Dakota Evans, Maddox Knight) 9:14.38

4x200-meter relay (Bryson Shoulders, Manny Burrus, Brady Marsh, Nate Hodges 1:37.75

4th place

Coley Mitchell — 800-meter run 2:44.29; 14th Tabitha Robards 3:06.52; Kaylee Bourland 3:31.75

Coley Mitchell — 1600-meter run 6:14.77; 5th Katie Gillette 6:19.01; 7th Tabitha Robards 7:14.07

Myla Hughes — shotput 26-09.50; 8th Keeley Peyton 25:6.50 11th Starr Springfield 23.06.00

Brian Lovvorn

Madisonville-North Hopkins Starr Springfield watches a discus throw during the Caldwell CountyFinal Flight Invitational Saturday.

5th Myla Hughes — discus 76-01; 7th Starr Springfield 64-11; 10th Nelli Leal 61-05.50

5th Micah Mogan — discus 106-01; 15th Lucas Wilson — 72-03

6th Nate Hodges — 200-meter dash 25.20; 7th Brady Marsh 26.19

7th Taylor Nelson — 200-meter dash 30.83; 11th Israel Gordon 32.02

7th Taylor Barber — 400-meter dash 1:15.53; 10th Angelina Duncan 1:17.57

8th Micah Morgan — shotput 34-01.50; 10th Lucas Wilson 33-05.50

10th Hunter Bullock — 300-meter hurdles 58.54

STORM

FROM **PAGE A5**

boys' 4x800-meter relay with a time of 9:45.84.

Elizabeth Phaup took fifth in the 400-meter dash in 1:12.96, and Maria Kerby finished 12th in 1:23.96. Hopkins Central added a fifth-place finish in the girls' 4x200-meter relay.

Mattie Reynolds finished sixth in the shot put with a throw of 25-10.00, and Kaili Hancock was sixth in discus with 67-11. Reynolds took 8th with a throw of 62-09. Sam Martin was sixth in the 400-meter dash (59.55), with Breenan Scott 8th in 1:00.52 and Dominic Vignone 11th in 1:01.08.

Ryleigh Sailing finished seventh in the girls' 300-meter hurdles, finishing in 1:09.43. Alex Ray was eighth in the boys' 300-meter hurdles in 52.79. Hayden Crick was 8th in the discus (85-08) and ninth in shot put (33-08.00). Zach Demoss finished 14th in shot put with 27.05.00.

Abigail Cavanaugh finished ninth in the long jump 13-00.00. Stevette Combs finished 10th in the 100-meter dash in 15.32, with Noelle Merced in 13th with a time of 15.86. Lilly Armour was 12th in the 800-meter run

Brian Lovvorn

The Storm's Sam Martin runs in one leg of the 4x800 meter relay Saturday at Caldwell County.

(3:03.07), and Maria Kerby finished 16th in 3:32.96.

Alex Ray was 12th in the 800-meter run in 2:41.23, followed by Todd Payne in 14th in 2:47.24. Payne was 17th in the 200-meter dash (28.76), and Collin Phaup was 15th in the 100-meter dash with a time of 13.52.

SIGNINGS

FROM **PAGE A5**

Mighty Oaks. Maners said that his father-in-law used to coach with Madisonville coach Chris Price, Sr., and gave him a call.

"I knew about Anias first, and I expected him to be somewhere," Maners said. "So once I started recruiting Anias a little bit, Coach Price was like, 'Quintin still needs an opportunity,' and I was baffled by that honestly, so I was able to get both of them down.

"We're fired up to get them. I can tell you that much."

They're pretty excited about it as well, especially the fact that they are doing it together.

"It is really special to me," Mitchell said. "I feel like it will be easier. We'll get to play together, we'll go through the challenges, the hard times together, push each other every day, do everything that we need to do."

They also know there will be plenty to do as they take their game up another level.

"Getting faster," Mitchell said. "The pace is going to pick up. Working on my reads, doing everything I need to do, get some weight on me, get stronger, just go get at it."

And just like they're excited to be going through the journey together, Maners was also pretty happy with their decision to stick together.

"I think (Mitchell) can really play in our system at the quarterback level, and I think he can be successful," Manders said. "Then Quintin really stretches the field for us, man he can really stretch it, especially over the middle. We're excited to have a guy like him that not only can be a possession guy but can take it to the house on any given play as well.

"Again, just really a dynamic duo. Their brotherhood of playing together for years is another special thing that I'm just starting to see and I'm excited to have that mix of it as well."

Returning to quarterback, Mitchell knows his new target brings a lot to the table.

"He brings speed, athleticism," Mitchell said. "His voice, he's a good captain, a good leader. Whenever he's locked in, I think he can do amazing, big things."

Rodgers knows big things won't come without effort as they move from high school to college.

"Keep being determined," Rodgers said. "Stay dedicated, stay disciplined, that's the main thing. And just always be willing to grow. Never act like I know too much. Work every day, keeping God first, keeping a good mindset."

No doubt the work will continue for the duo hungry for success.

"I'm looking to set some records and win some games," Mitchell said.

And no doubt the arrival of the Madisonville duo will increase the chance for the Mighty Oaks to do just that.

ROUNDUP

FROM **PAGE A5**

•Todd County Central was able to quiet the bats of the Storm in an 11-4 win. They didn't silence them, though, with Tristan Schmaltz hitting his third home run of the season, going 1-for-2 with a run and two RBIs.

An Eli Earl double and single by Brasher were the only other hits for the Storm. Brasher also drove in a pair of runs.

Stanley, Gates, and Mitchell scored the other three runs. Jacob Young had a stolen base for Hopkins Central.

The Storm (9-11) welcomed Trinity (Whitesville) Monday and travels to Union County today for a 5:30 start.

MAROONS FALL AT EVANSVILLE HARRISON

Madisonville-North Hopkins put the first run on the board at Evansville Harrison (IN) Saturday, but it was the home team scoring the final eight runs for an 8-1 victory.

Senior Xzavier Martin helped the Maroons to the 1-0 start, leading off the game with a line drive to left field for a single before stealing second base. A single by AJ Hogart moved Martin to third base, and the sacrifice bunt from Brantley Harris brought him home.

The pair of first-inning singles were half of Madisonville's hits, with Ryder Sandidge and Evan Wilson adding the other two. Only two Maroon at bats ended with a strikeout as Madisonville put the ball into play.

The Maroons (12-15) hosted Caldwell County Monday and welcome McLean County today for a 5:30 p.m. start.

LEGAL NOTICE

AMENDED SEWER RATE ORDINANCE
ORDINANCE NO. 2024-5-2

ORDINANCE OF THE CITY OF HANSON, KENTUCKY amending the Sewer Rate Ordinance of the City of Hanson.

WHEREAS, the City of Hanson by Ordinance enacted on March 20th, 1987; established a user charge system for the municipal sewer system, and

WHEREAS, it was necessary on December 2nd, 1987; May 24th, 1993; June 26th, 1995; October 26th, 1998; February 2nd, 2001; February 21st, 2005; and February 29th, 2012; to supplement the User Charge System in order to comply with the covenants and undertakings of the bonds issued by the City of Hanson to finance the municipal sewer system, and to satisfy increasing costs.

WHEREAS, it is again necessary that the user charges be amended.

Sewer User Charge 'up to 1,000 Gallons

Water Meter Size	For Operation, Maintenance, and Sewage Treatment Cost of the Sewer System	For Debt Service On Total Outstanding Bonds	Monthly User Charge
3/4" meter	$20.47	$13.25	$33.72 (minimum)
1" meter	$16.44	$72.00	$88.44 (minimum)
2" meter or larger	$16.44	$1,100.16	$1,128.48 (minimum)

The monthly user charge is based on meters serving only one user. In the case of one meter serving multi-unit users, the minimum charge will be based on the number of units served with each unit paying a base charger of $33.72 per month.

(b) Sewer User Rates, Based on Metered Water Usage, In Addition to Minimum Charge.

Subject to the minimum monthly sewer rate specified above, the following monthly sewer user charge shall be made for each additional 1,000 gallons of water discharged unto the municpal sewer system, based on the metered water usage and taking into account (a) the costs of operating the maintaining the sewer system, so that each sewer user will pay a proportionate share, and (b) the debt service requirements of Bonds issued to pay the costs of constructing the sewer system.

Sewer User Charge Per 1,000 Gallons

Number of Gallons of Water Usage Per Month For All Meter Sizes	For Operation, Maintenance, and Sewage Treatment Cost of the Sewer System	For Debt Service On Total Outstanding	Monthly User Charge
1,000 gallons	$13.20	Bonds	$13.20 per
And over	1,000 gallons	$0.00	1,000 gallons

SECTION II: The sewer rates herein establlished by Ordinance shall become effective on the 7th day May 2024; and will be reflected on billing beginning on the 24th day of May 2024.

SECTION III: That all City Ordinances, Orders, Resolutions, Motions, or parts thereof insofar as the same may be in conflict herewith, are repealed.

The foregoing Ordinance was read to and presented to a special called meeting of the City COmmission of Hanson, Kentucky, for first reading on the 2nd day of May 2024, and the second reading on the 7th day of May 2027. The motion was amde by Commissioner Greer and seconded by Commissioner Carlis Oakley that the Ordinance be adopted as the law of the City of Hanson, Kentucky effective date May 7th, 2024, and upon publication thereof as required by law. Upon vote being taken thereon, the votes were cast as follows:

Mayor Jimmy Epley: Yes
Commissioner Feleica Greer: Yes
Commissioner Emily WIlliams: Absent
Commissioner Carrol Oakley: Yes
Commissioner Carlis Oakley: Yes
Dated this 7th day of May 2024

Jimmy Epley, Mayor
City of Hanson

ATTEST
Casey Pearson, City Clerk

WEIRS CREEK SOLAR II, LLC NOTICE OF APPLICATION

On or about May 20, 2024, Weirs Creek Solar, LLC will be filing an application with the Kentucky State Board on Electric Generation and Transmission Siting (Siting Board) in Case No. 2024-00099 to develop and construct an approximately 150 megawatt (MW) solar photovoltaic electric generating facility on approximately 2,200 acres to be located in Hopkins and Webster Counties with an address of 369 Russell Farms Road, Providence, Kentucky. The proposed Weirs Creek Solar project will consist of solar photovoltaic panels and associated infrastructure, including racking, inverters, substation transformer, other necessary equipment to support the project, and an approximately 0.85 mile nonregulated transmission line.

Weirs Creek Solar, LLC's application is subject to the Siting Board's review and approval. The contact information for the Siting Board is as follows: P.O. Box 615, 211 Sower Blvd., Frankfort, Kentucky 40602-0615, or by telephone at (502) 564-3940.

Any person wishing to become a party to a proceeding before the Siting Board may, by written motion filed no later than thirty (30) days after the application has been submitted, request leave to intervene.

A party may, upon written motion filed no later than thirty (30) days after an application has been filed, request the Siting Board to schedule an evidentiary hearing at the offices of the Kentucky Public Service Commission, P.O. Box 615, 211 Sower Blvd., Frankfort, Kentucky 40602-0615.

A request that the Siting Board conduct a local public hearing or local public information meeting shall be made by at least three (3) interested persons who reside in the county or municipal corporation in which the facility is proposed to be constructed to consider the application for a construction certificate. The request shall be made in writing and shall be filed no later than thirty (30) days after a complete application is filed.

Any questions related to the application, or other aspects of the approval process, may be directed to the Siting Board at P.O. Box 615, 211 Sower Blvd., Frankfort, Kentucky 40602-0615, or by telephone at (502) 564-3940.

LEGAL

LEGAL NOTICE

A public hearing will be held by the Hopkins County Joint Planning Commission on May 23rd, 2024 at 5:30 PM, Hopkins County Government Center, 56 North Main Street, Madisonville, Kentucky, to consider readoption of the Hopkins County Comprehensive Plan. Katie Wyatt, HCJPC, 270-825-4457

LEGAL

Security Self Storage will sell at Madisonville, KY, 679 W. Noel Ave. at 8:00am: 1360 Briarwood Dr at 8:15am: 2355 Anton Rd at 8:30am: 75 Pritchett Ave. at 8:45am: 881 S. Main St. at 9:00am: on Saturday, May 18, 2024 the following described property to settle the accounts of the following:
Roxanna Parker #154,
Lyzybeth Holtkamp #443,
Delisha Vanmatre #447,
Hilda Miller #550,
Patresa Richardson #576,
Christa Lane #571,
ebbie Miller #242,
Ashley Dickerson #74,
Samantha Dunlap #72,
Angela Fitzhugh #707

LEGAL

Advertisement for Bids
City of Madisonville, KY

The City of Madisonville will accept sealed bids for approximately 940 used water meters.

Please submit sealed bids to Kim Blue, City Clerk, PO Box 705, 67 N. Main St, Madisonville, KY 42431. Bid proposal should include bidder's name, contact information, and bid amount. Sealed bids must be clearly marked Water Bids. Bids will be accepted until 10:00 a.m., May 22, 2024 at which time they will be opened and publicly read. Bids received after this time will be rejected.

The City of Madisonville reserves the right to waive any formalities or irregularity, and to reject any or all bids.

LEGAL

Ordinance Summary – Ordinance No. 2024-4

On April 15, 2024, the Madisonville City Council adopted an Ordinance amending Chapter 118 of the Madisonville Code of Ordinances relating to a caterer's license for distilled spirits and wines which shall require an annual fee of $800.00.

A copy of the entire Ordinance may be obtained from the Madisonville City Clerk.

CITY OF
MADISONVILLE, KENTUCKY
Kevin Cotton, Mayor

Attest:
Kim Blue, City Clerk
City of Madisonville, Kentucky

The foregoing Ordinance Summary
was prepared by:
Joe A. Evans III
Madisonville City Attorney

JOURNAL-ENTERPRISE SPORTS

Trojans no-hit Livingston, fall to Union

BY ADAM MOONEY
THE JOURNAL-ENTERPRISE

The Trojans have battled mother nature as much as anyone this year with 13 total games canceled due to weather. That includes three in a row before last Friday's double header at Livingston Central. Webster's Cooper Logan once again combined on another no hitter, this time with Micah Austin, giving the Trojans three on the year.

LIVINGSTON CENTRAL 0
WEBSTER CO. 7

In the top of the first inning with two outs, Micah Austin drew a walk and then stole second and third bases. Canaan Taylor followed him with a single, scoring Austin and giving Webster the 1-0 lead.

The Trojans waited until the fifth inning to score the rest of their runs. They had a total of seven batters either walk or were hit by a pitch, as well as an error and passed ball that allowed runs to score. Pryce Pearcy hit a three run double to centerfield to finalize the scoring in the five inning shortened win for Webster.

Logan pitched four masterful innings, allowing no hits and striking out seven while only walking two. Micah Austin came on in relief in the final inning, striking out one on the way to preserving the no hitter.

Pearcy led the way on offense with his three RBI double, Taylor had a hit and RBI. and Harrison Warren and Aiden Alstadt both had a hit, a run scored and a stolen base each. Austin managed two walks, one for an RBI, and he stole three bases. Ryan Nance drew a walk for an RBI and scored a run, while Edens walked and scored a run.

In an attempt to be able to get in two games with weather having affected both teams recently, it was agreed to play two five inning games in the double headers at Livingston Central last Friday. The bottom of the lineup came up big in the second game of the day. Trace Hardison, Rylen Cardwell and Brock Parker produced all three of the Trojans runs in the closely contested game.

WEBSTER CO. 3
LIVINGSTON CENTRAL 2

Livingston struck first when their lead off hitter singled, then stole second and third before scoring on a passed ball giving them the 1-0 lead.

The Trojans regained the lead in the top of the next inning when Pryce Pearcy singled into center field. He scored on Hardison's double to left field and Parker then hit an single that scored Hardison.

Neither team managed a run for the next two innings, then in the top of the fifth the Trojans Parker led off with a single and advanced to second on a throwing error. Courtesy runner Tyler Kautzman replaced Parker and advanced to third on a passed ball. Cardwell then stepped up and drilled a line drive single to left field, scoring Kautzman. As it turned out, it was a much needed run as Livingston added a run of their own in the bottom of the inning.

Canaan Taylor pitched another good game, going four innings and allowing two runs (zero earned) on four hits. He struck out six batters and walked two in the win. Micah Austin again came on in relief in the final inning allowing no hits or runs while striking out two for the save.

Senior Parker was 2-for-2 with a RBI, and Cardwell had a hit and a RBI. Hardison hit a double, scored a run and had a RBI. Ryan Nance and Pearcy both had a hit, with Pearcy also scoring a run.

Monday the Trojans were back home in Dixon to play rival Union County, and with rainy conditions at various times it appeared the game might be called. A late rally by the Trojans that saw the tying runner at the plate at the end of the game made for some late drama.

Adam Mooney
Cooper Logan tossed four innings of no-hit baseball against Livingston Central last week.

UNION CO. 9
WEBSTER CO. 5

The Trojans got on the board first after Canaan Taylor doubled in Jackson Edens, who had previously walked and stolen second base.

Union answered with back to back three run innings in the second on four singles, and three more hits including a home run in the third. Union added a single run in the fifth and two more in the top of the sixth to stretch its lead to 9-1.

Back to back doubles by Aiden Alstadt and Brenen Ferrell gave Webster a run in the bottom of the sixth. Taylor led off the seventh with a single and Harrison Warren walked, before Ferrell sent a home run over the left field wall, making it a four run game.

Ferrell led Webster going 2-for-3 with a double, a homer and four RBIs on the day. Alstadt went 2-for-3 with a double and a run scored, Taylor was 2-for-3 with a double and a RBI. Edens had a hit, run scored and stole two more bases, his 36th of the year. Ryan Nance and Pryce Pearcy added a hit each, and Warren scored a run.

Cooper Logan started the game and took the loss, pitching four innings and allowing seven runs on nine hits while striking out five with no walks. Alstadt pitched two innings in relief, allowing two runs on one hit and striking out two. Alex Whitehead pitched the final inning and did not allow a run or hit, but walked one.

Webster was scheduled to play Crittenden County on Tuesday if the weather permitted, and will be on the road this afternoon at Dawson Springs before beginning district play next week.

Trojans prepping for regional at Owensboro meet

BY ADAM MOONEY
THE JOURNAL-ENTERPRISE

Last Saturday in Owensboro the Webster County track teams competed in the Apollo Invitational against 27 other schools from across the area. The following team members placed in the top seven in their respective categories.

Bryce Nelson, University of Southern Indiana signee, had another particularly strong showing, winning the one mile event in a time of 4:33.14.

Morehead State signee Senior Preston Glassco finished sixth in the event with a time of 4:47.34.

Nelson also finished second in the men's 3200 meter race in a time of 10:32.16, and Glassco finished second in the 800 meter race at 2:05.17.

Jarvis Scott-Starks placed fourth in the men's long jump at a distance of 20-01.00

For the ladies, Mayci Moore won the women's 3200 meter race at 11:41.00, and placed third in the one mile at a time of 5:26.58. The ladies' 4x 800 meter relay team finished in seventh place at 11:12.70.

The Trojans' next action will come Saturday in Paducah at Tilghman High School for the Class 2A Regionals.

Edens nears state career record in stolen bases

BY ADAM MOONEY
THE JOURNAL-ENTERPRISE

Webster County's Jackson Edens' lightning-fast speed and tenacious base running is propelling him to the top of the Kentucky high school baseball record books. With a blend of talent, determination, and sheer grit, Edens is well on his way to shattering the all-time stolen base record, solidifying his place as one of the state's most electrifying

SEE **EDENS/PAGE A8**

Adam Mooney
Jackson Edensn slide safely into second base during a recent game against Henderson County. Edens is within striking distance of the career state record for stolen bases,

Lady Trojans set 2nd-best win mark in program history

BY ADAM MOONEY
THE JOURNAL-ENTERPRISE

Last Thursday Webster County was at home against Dawson Springs, and the Lady Panthers proved to be no match for the Lady Trojans. Reagan Corbett and Klaire Scott combined for a one hitter in the mercy run shortened three inning game.

Dawson Springs 0
Webster Co. 16

Webster scored six runs in the first inning and ten in the second on their way to their 22nd win on the year. Head Coach Jason Scott he stated this year was only the fourth time in school history that the program had reached the 20-win mark. The previous years it occurred were in 2016, 2017, and 2019.

With Mallory Leath and Jenna Shelley attending their senior awards night, the Lady Trojans had several girls step up and have a productive night. Avery Guill and Raynei Roy both went 2-for-2 with two runs scored and three RBIs. Layla Scott was 2-for-3 with a double, two runs scored and two RBIs. Hailey Allen had a hit, three runs scored and two RBIs. Calleigh Harper hit a double, scored a run and had two RBIs. Ellie Branson hit a triple, scored a run and had two RBIs. Emma Harmon, Klaire Scott and Reagan Corbett each had a hit, Corbett, Alyssa "Bob" Cartwright, Harmon and Olivia Chandler scored runs . Chandler added an RBI.

Corbett threw two of the three innings, allowing only one hit and striking out one in her part for the combined one hit shutout. Klaire Scott pitched the final inning in relief, surrendering no hits while striking out two.

Adam Mooney
Jenna Shelley and Mallory Leath pose in front of their numbers prior to last Fridays Senior Night game against Butler County. Webster won a thriller 9-7 on the last at bat of the game.

Last Friday evening the Lady Trojans faced a very good hitting Butler County team at home. Butler came in focused and determined to spoil Webster's senior night, but Hailey Allen hit a walk off two RBI double in the final at bat to clinch the win. Senior Jenna Shelley went

SEE **LADY TROJANS/ PAGE A8**

WEIRS CREEK SOLAR II, LLC
NOTICE OF APPLICATION

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STUDENTS FROM WEBSTER County elementary schools showed off their artistic talents at Monday night's board of education meeting. Their artwork is being displayed in Judge Brandi Rogers' courtroom for the next year. Several years ago Rogers implemented the art contest to gather décor for the courtroom and to allow students to share their talents. On Monday night she recognized 15 children whose work was chosen for display. Students and their parents were in attendance at the meeting.

WC Board Of Education Celebrates Children

Monday night's Webster County Board of Education was all about children and their accomplishments. The meeting, held in the Family Court room and hosted by Judge Brandi Roger featured the art work of Webster County School children.

With all board members attending, Rogers spoke briefly about how she decorates her court room with the artwork of children because it gives children a place to "display their art work" so it can be shared with others.

Fourth through sixth graders from Dixon, Clay and Providence elementary schools submitted original work that was judged with 15 pieces of student work being chosen for display. Isaiah Scott, Clay Campbell, Braxton Sutton, Lila Hayes, Henleigh Parker, Mackenzie Worman, Annabelle Blake, Anwen Shipp, Ameera Ramin, Iris Montgomery, Lana Hayes Lydia Spink, Thea Coffman, Zoey Schneider and Tracen Cates all have work that will hang in the family court room for the next year. Rogers recognized and talked with each child about the subject of their art, praising each one for their talent.

The board also heard a 5C's presentation from Providence Elementary School Students. Braden Turner, Aleysia Sims, Annabeth White, Gage Denton and Ava Davis shared how their school implements communication, critical thinking, collaboration, creativity and citizenship in their daily school routine.

Following the student presentations, the board heard updates from superintendent Aaron Harrell. Harrell reported that Webster County High School seniors will graduate in a Friday night, May 17, ceremony and teachers and administrators will take part in closing day on Monday, May 20.

Harrell also reported that school personnel continues to work with architects and engineers on the football field/track complex plans. He announced that he hopes to hold a special called meeting Monday to provide costs estimates and other information related to district capital projects.

Harrell also announced that Webster County Schools have been named an Imagine Learning District of Distinction. Out of 38,000 schools and districts across the nation, WC was one of 220 to be chosen for the honor. Harrell credited Webster County teachers for the honor citing their dedication to implementing the new curriculum which ensures all children in every school receive the same instruction each day. The district has received a banner that identifies Webster County as a District of Distinction.

In closing the meeting, Chair Mickey Dunbar noted that recognizing and celebrating local students is important and he thanked those who attended Monday night's meeting. Venita Murphy noted, "I am truly grateful for the work you (teachers) put in and what you." James Nance recognized parents for the role they play in supporting their children. Dunbar closed the meeting telling those present, "As far as I am concerned, we have the best students and staff in the state."

The board plans to hold a special called meeting Monday, May 20, to hear updates on projects.

Dixon City Commission

Continued from Page 1

ment with Atmos Energy. According to the terms of that agreement, Atmos will pay the city one percent of gross revenue on a yearly basis during the term of the agreement.

Mayor Crowley appointed Megan Harvey and Jody Hughes to the park board and re-appointed Laura Hayes to the tourism board.

Commissioners approved an expenditure of $3,000 to $4,000 for extension of the parking lot area at Baker Park. That lot will be graveled, and according to Mayor, the cost of the gravel, hauling, and spreading is estimated at $20.35 per ton. He estimated 150 tons would be needed for the work.

Commissioners also approved a payment of $1,5214.57 from Discount Playground Supply for necessary improvements at the splash pad at Baker Park.

Commissioners approved an amended budget for 2023-2-024 in the amount of $1,321,600. The commission also approved first reading for the 2024-2025 budget in the amount of $1,086,300.

The commission held a short closed session to discuss pending litigation, but had nothing to report upon returning to the open meeting.-

No further business came before the commission, and the meeting was adjourned.

The next regular meeting of the Dixon City Commission will be Monday, June 10, 6:00 P.M.

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 4

Kentucky State Board on Electric Generation and Transmission Siting
Weirs Creek Solar, LLC – Case No. 2024-00099
Application – Exhibit 4

Filing Requirement

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) (KRS 278.706(2)(d))

Respondent: Lester Morales

Weirs Creek Solar, LLC certifies that there are no zoning or noise control ordinances for Hopkins and Webster County. Accordingly, there are no setback requirements established for the location of the Project. Weirs Creek certifies that the project will comply with all applicable local and state ordinances and regulations concerning noise control.

Weirs Creek has committed to minimum setbacks of 100 feet from all occupied structures, 25 feet from non-participating parcels, and a 450 foot setback for all central inverters from all occupied structures. Additionally, there is a 50-foot edge of road pavement setback. Weirs Creek will be filing a motion for deviation from the setback requirements for any residential neighborhoods within 2,000 feet of the project boundaries.

Attachments: N/A

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 5

Kentucky State Board on Electric Generation and Transmission Siting
Weirs Creek Solar, LLC – Case No. 2024-00099
Application – Exhibit 5

Filing Requirement

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 (KRS 278.706(2)(e))

Respondent: Lester Morales

Weirs Creek is not proposed to be located on the site of a former coal processing facility, nor will the Project use on-site waste coal as a resource. The Project site also does not have any existing electricity generating facilities. Hopkins and Webster County have no established setback requirements for this location, nor has a planning unit enacted any setback requirements for this location. Because the proposed Project is a ground mounted solar photovoltaic electric generating facility, it will not contain any exhaust stacks or wind turbines, rendering the 1,000/2,000 setback requirements contained in KRS 278.706(2)(e) for such structures inapplicable to this Application.

The electric generation portion of Weirs Creek is entirely within Hopkins and Webster County and therefore requests a deviation from this setback requirement.

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 6

Kentucky State Board on Electric Generation and Transmission Siting
Weirs Creek Solar, LLC – Case No. 2024-00099
Application – Exhibit 6

Filing Requirement

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 (KRS 278.706(2)(f))

Respondents: Lester Morales

Weirs Creek has been actively engaged with county officials and the community in both Hopkins and Webster County since July 2022. As detailed below, these engagements include multiple visits with local officials and landowners, sponsoring local community events, and the establishment of a project website and social media account.

Weirs Creek established a website dedicated to the project in January 2024. The website includes information concerning the description of the Project, an overview of solar power generation, frequently asked questions, contact information, and a means by which individuals could seek additional information about Weirs Creek. Weirs Creek's website is: https://www.nexteraenergyresources.com/weirs-creek-solar.html.

In addition to the website, Weirs Creek a Facebook page to provide more frequent updates and developments on the Project and to address questions and comments from the public. The Project's Facebook page is: https://www.facebook.com/WeirsCreekSolar.

Weirs Creek has been an active member of the Hopkins County Chamber of Commerce since 2022 by sponsoring the Hopkins County Chamber of Commerce Golf Classic on June 2, 2023, and the Run for the Hungry Event on November 23, 2023. Weirs Creek continues to seek out additional community events to sponsor and take an active approach in engaging with the local community.

Additionally, Weirs Creek has taken a proactive stance on meeting with local leaders on the Project. Specifically, Weirs Creek representatives have met with the County Judge Executive and Planning & Zoning Administration within Hopkins and Webster counties on multiple occasions. Individual meetings have been held with state and local government officials, and community leaders, including the following:

Date	**Local Official / Community Contact**	**Topic of Discussion**
November 1, 2022	Webster County Judge Executive Steve Henry Hopkins County Judge Executive Jack Whitfield	Introductions; Project Overview and Update
December 13, 2022	Webster County Judge Executive Steve Henry	Introductions; Project Overview and Update
December 13, 2022	Hopkins County Local Building Inspector Frank Wallace	Introductions; Project Overview and Update
January 25, 2023	Hopkins County Chamber of Commerce	Introductions and Project Overview; sponsorship opportunities
January 26, 2023	Meeting with Project Landowners	Project Update and Status

November 23, 2023	Hopkins County Run for the Hunger Race	Hopkins County Sponsorship
June 2, 2023	Hopkins County Chamber of Commerce	Hopkins Golf Classic Sponsorship
October 26, 2023	Webster County Judge Executive Steve Henry Hopkins County Judge Executive Jack Whitfield	Project Update
January 3, 2024	Webster County Judge Executive Steve Henry Hopkins County Judge Executive Jack Whitfield	Project Update, KYSB Siting Board Application process, IRB discussion
February 7, 2024	Webster County Judge Executive Steve Henry; Webster County Attorney Wm. Clint Prow Hopkins County Judge Executive Jack Whitfield; County Attorney Lee Riddle	Project Overview and IRB overview
February 13, 2024	Hopkins County Judge Whitfield; local community members and landowners	Weirs Creek Solar, LLC Open House
February 14, 2024	Local community members	Weirs Creek Solar, LLC Open House

Finally, Weirs Creek Solar, LLC engaged in a media interviews on February 13, 2024, and February 14, 2024, during the Open House events in each county. Reporters from *The Messenger* and *The Journal-Enterprise* attended the event and published articles. The published articles are attached to the application as Attachment D. In addition, Weirs Creek provides the following documents to support this filing requirement:

Attachment A: Public Meeting Notice, Sign-In Sheet, Comment Cards and Mailing List

Attachment B: Website Screenshots

Attachment C: Social Media

Attachment D: Local News Articles

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 6
Attachment A

Public Meeting Notice, and
Mailing List
(26 Pages)

NOTARIZED PROOF OF PUBLICATION

STATE OF KENTUCKY

COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County and State, this 19th day of

February, 2024, came Holly Willard personally known to me, who being

duly sworn, states as follows: that she is the Bookkeeping Assistant of the

Kentucky Press Service Inc. and that she has personal knowledge of the contents of this

affidavit; and that the publications included on the attached list published the ad for

Nextera Energy Resources.

Signed Holly Willard

Notary Public Bonnie J. Howard

My commission expires 9-18-2024

Id. # 14119

KENTUCKY PRESS SERVICE

101 Consumer Lane - Frankfort, KY 40601
(502) 223-8821 FAX (502) 226-3867

Holly Willard
Bookkeeping Assistant
hwillard@kypress.com
www.kypress.com

List of newspapers running the ad for Nextera Energy Resources
Attached tearsheets provide proof of publication:

Madisonville Messenger—1/25, 2/1 & 2/8

Providence Journal Enterprise—1/25, 2/1 & 2/8

Sebree Banner—1/24, 1/31 & 2/7

Feb. 14, 2024

Weirs Creek Solar
Sign-In Sheet

Please write legibly

NEXTera® ENERGY RESOURCES

Full Name	Email Address	Telephone	Want to receive project updates?*
Morgan McKinley	mgmckinleyjem@gmail.com	(270) 635-2171	Yes
Jon & Kim Brown	MissKimberlyann@live.com		

**By providing your information, you agree NextEra Energy Resources may contact you at the number you provided above with information about the project in the future. We will not share your information with any 3rd party sources.*

Feb. 13, 2024

Weirs Creek Solar
Sign-In Sheet

Please write legibly

NEXTera ENERGY RESOURCES

Full Name	Email Address	Telephone	Want to receive project updates?*
Deri Thorp	dthorp@wegroves.com	270-871-8962	Yes
Matt Hughes	mhughes@the-messenger.com	270-929-2467	Yes
Kim Brown	missKimberlyAnn@live	270-871-5074	Yes
Mark Russell	Rocketcityvet@gmail.com	256-797-4482	Yes
Deborah Kramer	drkramer53@gmail.com	270-826-4252	Yes
JACK WHITEHEAD			
Kelly Forbes	kforbes@westcentralky.com	270 871 2578	Yes

*By providing your information, you agree NextEra Energy Resources may contact you at the number you provided above with information about the project in the future. We will not share your information with any 3rd party sources.

Weirs Creek Solar project

NEXTera ENERGY RESOURCES

Full name TIMOTHY R MECTOR

Address: 2245 ST RT 120 E

Phone number: 270-635-0253 Email:

Best time/day to contact: ANY TIME

Comments: I AM NOT FOR THIS IT IS BAD FOR WILD LIFE LOOKS BAD WILL LOWER PROP VALUE

Weirs Creek Solar project

NEXTera ENERGY RESOURCES

Full name Kim Brown

Address: 921 Old Stanhope Rd Dixon Ky 42409

Phone number: 270-871-5074 Email: Miss Kimberly and @ live.com

Best time/day to contact:

Comments: Area of concerns - Too close to our home 150' or so. Additional flooding concern, noise & light pollution.

Weirs Creek Solar project

NEXTera ENERGY RESOURCES

Full name Laura Winstead

Address: 1004 Old Hwy Rd Dixon, Ky 42409

Phone number: 270-639-5134 Email:

Best time/day to contact: ——

Comments: Totally against this project

- Damage to wildlife
- Loss of cropland means loss of crops produced
- Property values decrease
- ruins aesthetics
- concerned about impact on environment

Weirs Creek: Mailing List for Participating and Adjacent Landowners

County	Parcel ID	Owner Name	Address
Hopkins	MAP-18-11	GARDNER CHAMPIE W & ANNA L	12650 NEBO ROAD, PROVIDENCE, KY 42450
Hopkins	MAP-18-11A	Gardner Eddie Champ & Champie W Gardner	12640 NEBO RD, PROVIDENCE, KY 42450
Hopkins	MAP-18-15-1	Yeckering James R	215 COVINGTON RIDGE, OWENSBORO, KY 42301
Hopkins	MAP-18-16	WARD KAYLA MADISON & MASEN DEAN	12715 NEBO RD, MADISONVILLE, KY 42431
Hopkins	MAP-18-16-1	GOOSE POND LLC	1645 OTTER LAKE LP, HANSON, KY 42413
Hopkins	MAP-18-21	GOOSE POND LLC	458 N MAIN, MADISONVILLE, KY 42431
Hopkins	MAP-18-21A	GOOSE POND LLC	459 N MAIN, MADISONVILLE, KY 42431
Hopkins	MAP-18-3	GIBSON BENJAMIN W & ANNA GIBSON	207 FAIRWAY DR, PROVIDENCE, KY 42450
Hopkins	MAP-18-4	GIBSON FARMS LLC	534 JUSTICE LN, PROVIDENCE, KY 42450
Hopkins	MAP-18-5	RHEA ROBIN JR & GAIL LYNN CO-TRUSTEE, ROBIN RHEA JR &GAIL LYNN IRREV TRUST	5599 STATE ROUTE 132W, CLAY, KY 42404
Hopkins	MAP-18-6-1	CAMPLIN GREGORY N	12670 NEBO RD, PROVIDENCE, KY 42450
Hopkins	MAP-18-6-1-1	SHOCKLEY SAMANTHA J	12690 NEBO RD, PROVIDENCE, KY 42450
Hopkins	MAP-18-8	GIBSON JOHN SHIRLEY & ANNA GAYLE	13140 NEBO RD, PROVIDENCE, KY 42450
Hopkins	MAP-18-9	PEYTON JOSEPH C & CHARLOTTE A	PO BOX 483, MADISONVILLE, KY 42431
Hopkins	MAP-27-1	TOWERY FARMS INC	12 WESTWIND BLVD, MADISONVILLE, KY 42431
Hopkins	MAP-27-2	HINKLE LAND, % THOMAS W HINKLE	16 BARTLETT DRIVE, MADISONVILLE, KY 42431
Hopkins	MAP-27-6	DAME CLAY	2318 MURRAY HWY, BENTON, KY 42025
Hopkins	MAP-28-11	ENRIGHT WALTER E & KAREN B	340 SHADE TREE RD, NEBO, KY 42441
Hopkins	MAP-28-12	WATKINS CAROL CROWE	1990 BALLS HILL RD, NEBO, KY 42441
Hopkins	MAP-28-18	TOWNSEND FARMS INC	2105 DONALDSON RD, NEBO, KY 42441
Hopkins	MAP-28-21A	DONALDSON SANDRA G ETAL	2105 DONALDSON RD, NEBO, KY 42441
Hopkins	MAP-28-23	WOOTON GEORGE & MARTHA AND THE GAMBLE FAMILY TRUST	7045 NEBO RD, MADISONVILLE, KY 42431
Hopkins	MAP-28-24	DONALDSON SANDRA	2105 DONALDSON RD, NEBO, KY 42441
Hopkins	MAP-28-5-1	WEBSTER COUNTY COAL CORP, ATTN: JODI BLAIR	1586 BALL HILL RD, NEBO, KY 42441
Hopkins	MAP-28-6	KAUTZMAN LOLA M	690 GREENWOOD RD, NEBO, KY 42441
Hopkins	MAP-28-7	CLAYTON JEANNE ANN	2370 BEULAH RD, MADISONVILLE, KY 42431
Hopkins	MAP-28-8	MILLER ARTHUR B JR	670 GREENWOOD RD, NEBO, KY 42441
Hopkins	MAP-28-9	DAME CLAY	2318 MURRAY HWY, BENTON, KY 42025
Hopkins	MAP-29-1	JENKINS FRANKLIN & SHARON	11490 NEBO ROAD, NEBO, KY 42441-9748
Hopkins	MAP-29-12	HAYES ROGER W & THOMAS M HAYES & DOROTHY WEIR - TRUSTEES	447 COWAN FARMER LN, NEBO, KY 42441
Hopkins	MAP-29-1A	ALLIANCE LAND LLC, c/o JEREMY PARKER	11500 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-1B	VANLUE SHAWN ALLEN & DELORES	PO BOX 279, 11480 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-2	COUSE FRANK III	895 BUNTIN SCHOOLOUSE RD, MANITOU, KY 42436
Hopkins	MAP-29-3	COUSE FRANK SR	3881 STATE HIGHWAY 268, HANCOCK, NY 13783
Hopkins	MAP-29-6	RIDEN LINDA M	10905 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-6A-13	CUMMINGS ALICIA M & CHANCE	11145 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-6A-14	VANDIVER KENNAN J & VIRGINIA K	11225 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-6A-15	MASON JOHN H & BRENDA	PO BOX 52, NEBO, KY 42441
Hopkins	MAP-29-6A-16	MASON JOHN H & BRENDA	PO BOX 52, NEBO, KY 42441
Hopkins	MAP-29-6A-17	MASON JOHN H & BRENDA	PO BOX 52, NEBO, KY 42441
Hopkins	MAP-29-6A-18	STIEGLITZ JOHN	PO BOX 291, NEBO, KY 42441
Hopkins	MAP-29-6A-19	BLACKWELL TAMMY R & ANTHONY D	11265 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-6A-20	TOAL CHRISTOPHER JOHN JR & ZARA	11295 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-6A-21	MORGAN WILLIAM JR & LESLIE F	1503 NOBLE CROWLEY RD, DIXON, KY 42409
Hopkins	MAP-29-6A-22	MORGAN WILLIAM JR & LESLIE F	1503 NOBLE CROWLEY RD, DIXON, KY 42409
Hopkins	MAP-29-6A-23	WILLIAMS DAVID R	AM BRUECKEL 14, 92690 PRESSATH, GERMANY
Hopkins	MAP-29-6A-24	WILLIAMS DAVID R	AM BRUECKEL 14, 92690 PRESSATH, GERMANY
Hopkins	MAP-29-7	RIDEN LINDA	10905 NEBO RD, NEBO, KY 42441
Hopkins	MAP-29-9	HAYES JOE T & JOANN	305 HAYES RD, NEBO, KY 42441
Hopkins	MAP-29-9A	HAYES JOE T & JO ANN	305 HAYES RD, NEBO, KY 42441
Hopkins	MAP-38-12	ROBERTS KENNETH M & DOROTHY L	865 BALLS HILL RD, NEBO, KY 42441
Hopkins	MAP-38-29	CROWE HOWARD WAYNE & LARHUE A	1610 DONALDSON RD, NEBO, KY 42441
Hopkins	MAP-38-29C	CROWE HOWARD WAYNE & LARHUE A	1610 DONALDSON RD, NEBO, KY 42441
Webster	053-021-000	HEFFELFINGER CREDA	3872 GARDEN TERRACE, OWENSBORO, KY 42301
Webster	054-003-000	MELTON TIMOTHY R & ANITA D	2245 ST RT 120 E, PROVIDENCE, KY
Webster	054-004-000	ALSBROOKS THURMAN WAYNE	372 WELDON RD, PROVIDENCE, KY
Webster	054-006-001	PEYTON-MELTON FARMS LLC	PO BOX 205, SLAUGHTERS, KY
Webster	054-007-000	PEYTON-MELTON FARMS LLC	PO BOX 205, SLAUGHTERS, KY
Webster	054-008-002	PEYTON-MELTON FARMS LLC	PO BOX 205, SLAUGHTERS, KY
Webster	054-012-000	COLE FAMILY FARM LLC	1004 OAKHILL RD, DIXON, KY
Webster	054-013-000	CORINTH CHURCH & CEMETERY	434 CORINTH CHURCH RD, PROVIDENCE, KY
Webster	054-016-000	RHEA ROBIN JR & GAIL R LYNN IRREVOCABLE TRUST	5599 ST RT 132 W, CLAY, KY 42404
Webster	055-001-000	GIBSON FARMS LLC C/O ANNA G GIBSON	13140 NEBO RD, PROVIDENCE, KY
Webster	063-004-000	TOWERY FARMS INC C/O DWIGHT TOWERY	12 WESTWIND BOULEVARD, MADISONVILLE, KY
Webster	063-004-001	TOWERY FARMS INC C/O DWIGHT TOWERY	12 WESTWIND BOULEVARD, MADISONVILLE, KY
Webster	063-004-002	TOWERY FARMS INC C/O DWIGHT TOWERY	12 WESTWIND BOULEVARD, MADISONVILLE, KY
Webster	063-009-000	HINKLE LAND ESTATE C/O THOMAS W HINKLE	125 SOUTH HARRIG, MADISONVILLE, KY

expresscopy.com
Design, Print & Mail Postcards Online... Same Day Turnaround

INVOICE

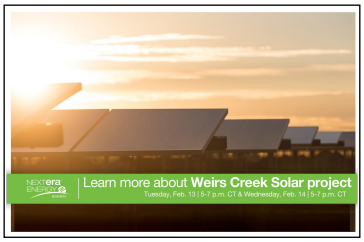
Order Number: 1438193

My Order 2024-01-22

Order Date: 01/22/2024

Bill To:	Ship To:
Naomi Morrison 805 N Olive Ave. Apt. 632 West Palm Beach FL 33401 561-388-5513	

Payment Details:	Shipping Method:
Order will be billed to credit card ending in 7161 when the order is completed	Shipped by USPS

QTY	DESCRIPTION	PRICE
51	**USPS First Class Jumbo Postcard (5.5" x 8.5") Recyclable Board Two sided, full color Print + Address**	**$73.44**
	Postage	**$26.01**
50	**Address File: Weirs Creek Project parcel mailing list_...**	
	Front Image  	
	Order Subtotal	**$99.45**
	Delivery Charge to USPS	**$8.95**
	Order Total	**$108.40**

expresscopy.com
Design, Print & Mail Postcards Online... Same Day Turnaround

INVOICE

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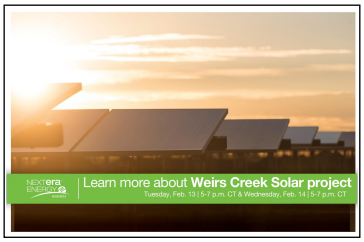
	Postage	**$26.01**
50	**Address File: Weirs Creek Project parcel mailing list_...**	
	Front Image  	
	Order Subtotal	**$99.45**
	Delivery Charge to USPS	**$8.95**
	Order Total	**$108.40**

KENTUCKY PRESS SERVICE
101 CONSUMER LANE
FRANKFORT,KY 40601-
Voice (502) 223-8821 Fax (502) 226-3867

Invoice

Naomi Morrison
Agency Nextera Energy Resources
6619 146th Rd N
West Palm Beach, FL 33418-

Invoice Date 02/16/24
PO Number
Order 24022NN0

Client Nextera Energy Resources
Reps Rachel McCarty

Newspaper

Caption	Run Date	Ad Size	Rate	Rate Name	Color	Disc.	Total
MADISONVILLE MESSENGER							
Learn more about Weirs Creek Solar Project	01/25/2024	5 x 5	$22.49	SAU	$0.00	0.0000%	$562.25
full color charge	01/25/2024	1 x 1	$290.00	COLOR	$0.00	0.0000%	$290.00
Learn more about Weirs Creek Solar Project	02/01/2024	5 x 5	$22.49	SAU	$0.00	0.0000%	$562.25
full color charge	02/01/2024	1 x 1	$290.00	COLOR	$0.00	0.0000%	$290.00
Learn more about Weirs Creek Solar Project	02/08/2024	5 x 5	$22.49	SAU	$0.00	0.0000%	$562.25
full color charge	02/08/2024	1 x 1	$290.00	COLOR	$0.00	0.0000%	$290.00
PROVIDENCE JOURNAL-ENTERPRISE							
full color charge	01/25/2024	1 x 1	$100.00	COLOR	$0.00	0.0000%	$100.00
Learn more about Weirs Creek Solar Project	01/25/2024	5 x 5	$6.69	SAU	$0.00	0.0000%	$167.25
Learn more about Weirs Creek Solar Project	02/01/2024	5 x 5	$6.69	SAU	$0.00	0.0000%	$167.25
full color charge	02/01/2024	1 x 1	$100.00	COLOR	$0.00	0.0000%	$100.00
full color charge	02/08/2024	1 x 1	$100.00	COLOR	$0.00	0.0000%	$100.00
Learn more about Weirs Creek Solar Project	02/08/2024	5 x 5	$6.69	SAU	$0.00	0.0000%	$167.25
SEBREE BANNER							
Learn more about Weirs Creek Solar Project	01/24/2024	5 x 5	$5.00	SAU	$0.00	0.0000%	$125.00
full color charge	01/24/2024	1 x 1	$110.00	COLOR	$0.00	0.0000%	$110.00
full color charge	01/31/2024	1 x 1	$110.00	COLOR	$0.00	0.0000%	$110.00
Learn more about Weirs Creek Solar Project	01/31/2024	5 x 5	$5.00	SAU	$0.00	0.0000%	$125.00
Learn more about Weirs Creek Solar Project	02/07/2024	5 x 5	$5.00	SAU	$0.00	0.0000%	$125.00
full color charge	02/07/2024	1 x 1	$110.00	COLOR	$0.00	0.0000%	$110.00

ANY QUESTIONS CONCERNING TEARSHEETS AND/OR REQUESTS FOR ACCOUNT CREDIT MUST BE MADE WITHIN FIVE DAYS OF THE DATE OF THIS INVOICE. IF THE REQUEST IS NOT RECEIVED WITHIN FIVE DAYS, THE CLIENT IS RESPONSIBLE FOR FULL PAYMENT OF THE INVOICE AMOUNT. **As of MAY 1, 2017, a 2.5 percent convenience fee will be added if paying by Credit Card.** Amount Due Subject to 1.5% Service Charge After 30 Days Please Pay From This Invoice. No Statement Will Be Sent.

KENTUCKY PRESS SERVICE
101 CONSUMER LANE
FRANKFORT,KY 40601-
Voice (502) 223-8821 Fax (502) 226-3867

Invoice

Naomi Morrison

Agency Nextera Energy Resources
6619 146th Rd N
West Palm Beach, FL 33418-

Client Nextera Energy Resources

Reps Rachel McCarty

Invoice Date 02/16/24
PO Number
Order 24022NN0

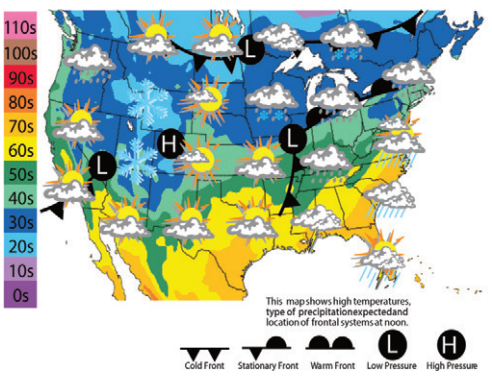
Newspaper

Caption	Run Date	Ad Size	Rate	Rate Name	Color	Disc.	Total

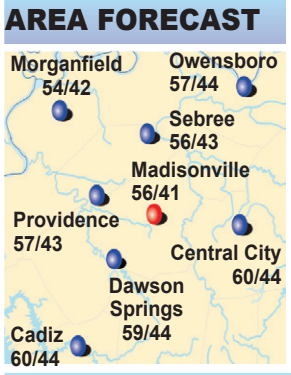
Total Advertising	$4,063.50
Discounts	$0.00
Tax: USA	$0.00
Total Invoice	$4,063.50
Payments	$0.00
Adjustments	$0.00
Balance Due	$4,063.50

ANY QUESTIONS CONCERNING TEARSHEETS AND/OR REQUESTS FOR ACCOUNT CREDIT MUST BE MADE WITHIN FIVE DAYS OF THE DATE OF THIS INVOICE. IF THE REQUEST IS NOT RECEIVED WITHIN FIVE DAYS, THE CLIENT IS RESPONSIBLE FOR FULL PAYMENT OF THE INVOICE AMOUNT. **As of MAY 1, 2017, a 2.5 percent convenience fee will be added if paying by Credit Card.** Amount Due Subject to 1.5% Service Charge After 30 Days Please Pay From This Invoice. No Statement Will Be Sent.

Weather

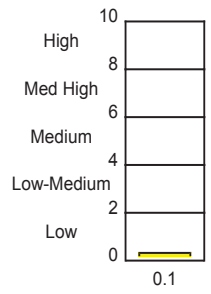


AREA FORECAST



POLLEN

Today: Low



FORECAST

Today: Cloudy with rain likely in the afternoon and a high of 56.

Tonight: Rainy with patchy fog and a low of 41.

Tomorrow: Mostly cloudy with a high of 49.

UV INDEX

0 - 2	3	4	5	6	7	8	9	10	11+

0-2: Low
3-5: Moderate
6-7: High
8-10: Very High
11+: Extreme Exposure

The higher the UV index, the higher the need for eye and skin protection.

SUN AND MOON

Sunrise today . . . . . 7:00 a.m.
Sunset tonight . . . . . 5:06 p.m.
Moonrise today . . . . . 5:02 p.m.
Moonset tonight . . . . . 7:20 a.m.

MOON PHASES

Full 1/25 · Last 2/2 · New 2/9 · First 2/16

LAKE LEVELS/WATER TEMP

Lake and river levels are in feet. Change is over the past 24 hrs.

	Full Pool	Current	Change
Lake Barkley	361	355.04	+0.06
Kentucky Lake (Above)	361	354.96	-0.10
Kentucky Lake (Below)	----	305.82	+0.26
Lake Barkley Water Temperature			n/a
Kentucky Lake Water Temperature			38°

ALMANAC

Temperatures (Yesterday)

High Temperature 57
Low Temperature 51
Normal High/Low 46/26
Record High . . . . . 72 in 1972
Record Low . . . . . -16 in 1963

Precipitation (Yesterday)

24 hours through 4 p.m. . . . . . 0.63"
Month to Date . . . . . 4.76"
Normal Month to Date . . . . . 2.79"

Statistics through 4 p.m. yesterday reported from Owensboro

WORLD ALMANAC

Today is the 25th day of 2024 and the 36th day of winter.
TODAY'S HISTORY: In 1533, King Henry VIII of England secretly married Anne Boleyn.
In 1787, Shays' Rebellion forces failed in an attempt to overtake the U.S. arsenal in Springfield, Massachusetts.
In 1915, Alexander Graham Bell made the first transcontinental telephone call from New York to San Francisco.
TODAY'S BIRTHDAYS: Robert Burns (1759-1796), poet; W. Somerset Maugham (1874-1965), author/playwright; Virginia Woolf (1882-1941), author/essayist; Etta James (1938-2012), singer-songwriter; Tobe Hooper (1943-2017), filmmaker; Paul Nurse (1949-), biochemist/Nobel laureate; Steve Prefontaine (1951-1975), runner; Jenifer Lewis (1957-), actress; Geoff Johns (1973-), screenwriter/producer; Alicia Keys (1981-), singer-songwriter.

THOUGHT FOR THE DAY

"Now the world in general doesn't know what to make of originality; it is startled out of its comfortable habits of thought, and its first reaction is one of anger." -- W. Somerset Maugham, "Great Novelists and Their Novels".

WEATHER TRIVIA

In which direction do tornadoes usually move? ?

Answer: Southwest to Northeast.

RIVER STAGES

	Flood Stage	Current	Change
Ohio River/Newburgh			
Upper	20	10.60	+0.10
Lower	38	16.60	+0.30
Green River/Calhoun			
Upper	23	12.67	+0.05
Lower	23	n/a	0.00

For latest weather updates, please visit:
www.wxtogo.com/MMI

Committee advances bill requiring moment of silence in schools

BY BRUCE SCHREINER
ASSOCIATED PRESS

FRANKFORT — Kentucky schools would set aside time for a moment of silence at the start of each school day under a bill that won approval from a state House committee on Tuesday.

The moment of silence would last one to two minutes at the start of the first class each day in public schools across the Bluegrass State. Students would decide how to use that time and school personnel would be prohibited from instructing them on their silent reflection. Parents would be notified of the policy and encouraged to offer guidance to their children on how to spend that time.

The measure — House Bill 96 — cleared the Republican-led House Education Committee and advances to the full House. The proposal drew criticism that it seems to set time aside specifically for prayer.

GOP Rep. Daniel Fister, the bill's lead sponsor, responded: "The child is just allowed a time to focus on whatever is important to them — whether it be the dog ate my homework speech or whatever they want to work on. But this allows them that time to settle and get ready for the day."

Under the bill, every student would remain seated and silent during that time.

Setting aside a brief time for quiet reflection allows students to "decompress before the school day begins," Republican Rep. Killian Timoney said in supporting the bill.

"Where we are in 2024, with technology and this unreal pressure from social media for our kids to be in, they need an intentional time just to catch their breath," he said.

Democratic Rep. Tina Bojanowski said she sees the bill as requiring prayer during the school day. She was among three committee members who opposed the measure.

"They (students) have a right to pray at any time during the day," Bojanowski said. "But what this bill creates is a time specifically, I believe, intended to be for prayer, which is a little edgy because we have what's called the 'establishment clause.' "

Public schools were barred from leading students in classroom prayer following a U.S. Supreme Court ruling decades ago that said it violated a First Amendment clause forbidding the establishment of a government religion.

The committee advanced another bill on Tuesday to bolster disclosure requirements meant to reveal allegations of past misconduct when teachers seek jobs in other school districts.

The measure won bipartisan support and advances to the full House. The bill's sponsor is Republican Rep. James Tipton, the chairman of the House Education Committee.

The bill aims to ensure that Kentucky school administrators are aware when a teacher applying for a job in their district has been accused of sexual misconduct.

"This is a sad reality," Tipton told the committee.

It would prevent school districts from entering into nondisclosure agreements related to teacher misconduct involving a student. Applicants for jobs would have to disclose whether they were the subject of any allegation or investigation within the past 12 months,

When considering a job applicant, districts would have to contact each district that previously employed the person for a reference check. Previous employers would have to disclose any allegation, investigation or disciplinary action related to abusive conduct while the applicant worked for that district.

The legislation is a response to a series of stories by the Lexington Herald-Leader that focused on teacher sexual misconduct. The newspaper uncovered instances where teachers who had previously been accused of sexual misconduct moved to other school districts and were accused again of misconduct.

Kentucky lawmakers advance a bill intended to prevent military veteran suicides

BY BRUCE SCHREINER
ASSOCIATED PRESS

FRANKFORT — Suicide prevention legislation focused on Kentucky's veterans started advancing Tuesday as lawmakers pursue a strategy meant to better serve those who joined the military.

The bill, with bipartisan backing, cleared the House Veterans, Military Affairs and Public Protection Committee to advance to the full House. It's aimed at ending the scourge of military and veteran suicides, which occur at a rate far higher than in the general population in Kentucky and the nation. Supporters say statistics show more than 100 veterans took their lives annually in recent years in Kentucky.

Many services already exist, so the goal is to reduce the stigma of seeking help and better tailor services to meet the specific needs of people who served in the military, said Republican Rep. Michael Meredith.

"I think it's connecting the dots to those services that already exist and finding out how we can improve those for the veteran population," he told the committee.

One potential way to reduce that stigma is to connect veterans in need of help with others who also served in the military, said Meredith, the bill's lead sponsor.

The measure would create a suicide prevention program in the Kentucky Department of Veterans Affairs, geared to help active duty and retired military members, as well as their families.

Those running the program would work with community partners, nonprofit groups and state and federal programs to reduce barriers to mental and physical health services, he said.

"I would say this bill is a first step and it's not a final destination," Meredith said. "The bill is about breaking down barriers and creating communication among multiple government agencies and nonprofits."

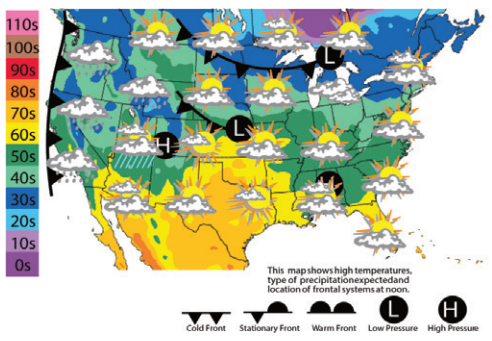
The program would raise awareness of the issue and the resources available to those who might consider taking their own life, Meredith said.

"We want to connect these individuals and their families with trained and qualified mental health providers, as well as advocate for those at risk," Meredith said earlier this month. "They've sacrificed a great deal for us, it's time for us to stand up for them."

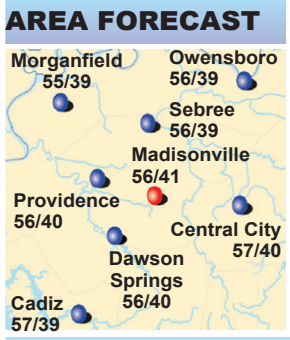
The role of the VA is to make sure Kentucky's 295,000 veterans and their families receive all the benefits and services they earned, according to its website.

The legislation is House Bill 30.

Weather

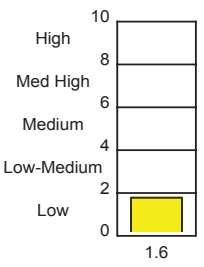


AREA FORECAST



POLLEN

Today: Low



THOUGHT FOR THE DAY

"Hold fast to dreams / For if dreams die / Life is a broken-winged bird / That cannot fly." -- Langston Hughes, "Dreams".

WEATHER TRIVIA

What is the temperature of lightning? ?

Answer: It is estimated at 50,000 degrees Fahrenheit.

FORECAST

Today: Partly sunny and mild with a high of 56.

Tonight: Partly cloudy with a low of 41.

Tomorrow: A mix of sun and clouds with a high of 55.

LAKE LEVELS/WATER TEMP

Lake and river levels are in feet. Change is over the past 24 hrs.

	Full Pool	Current	Change
Lake Barkley	361	356.36	-0.05
Kentucky Lake (Above)	361	356.15	-0.19
Kentucky Lake (Below)	----	320.07	+0.90
Lake Barkley Water Temperature			n/a
Kentucky Lake Water Temperature			40°

UV INDEX

0 - 2	3	4	5	6	7	8	9	10	11+

0-2: Low
3-5: Moderate
6-7: High
8-10: Very High
11+: Extreme Exposure

The higher the UV index, the higher the need for eye and skin protection.

SUN AND MOON

Sunrise today . . . . . 6:55 a.m.
Sunset tonight . . . . . 5:13 p.m.
Moonrise today . . . . . 11:57 p.m.
Moonset tonight . . . . . 10:10 a.m.

MOON PHASES

Last	New	First	Full
2/2	2/9	2/16	2/24

RIVER STAGES

	Flood Stage	Current	Change
Ohio River/Newburgh			
Upper	20	23.00	+1.00
Lower	38	39.60	+0.90

	Flood Stage	Current	Change
Green River/Calhoun			
Upper	23	17.71	-0.16
Lower	23	n/a	0.00

ALMANAC

Temperatures (Yesterday)

High Temperature 45
Low Temperature 35
Normal High/Low 47/26
Record High . . . . . 70 in 1989
Record Low . . . . . -5 in 1965

Precipitation (Yesterday)

24 hours through 4 p.m. . . . . . 0.00"
Month to Date . . . . . 5.53"
Normal Month to Date . . . . . 3.52"

Statistics through 4 p.m. yesterday reported from Owensboro

WORLD ALMANAC

Today is the 32nd day of 2024 and the 43rd day of winter.

TODAY'S HISTORY: In 1861, a Texas state convention voted 166-8 in favor of a measure to secede from the Union.

In 1884, the first volume of the Oxford English Dictionary was published.

In 1965, Martin Luther King Jr. and more than 700 others were arrested at a protest in Selma, Alabama.

TODAY'S BIRTHDAYS: John Ford (1894-1973), film director; Clark Gable (1901-1960), actor; Langston Hughes (1902-1967), poet; Renata Tebaldi (1922-2004), opera singer; Boris Yeltsin (1931-2007), Russian president; Sherman Hemsley (1938-2012), actor; Rick James (1948-2004), singer-songwriter; Princess Stephanie of Monaco (1965-); Andrew Breitbart (1969-2012), publisher/political commentator; Ronda Rousey (1987-).

For latest weather updates, please visit:
www.wxtogo.com/MMI

Dawson Springs Board of Education looking ahead

Calendar updates account for missed school days

BY CASSIE IPOCK
FOR THE MESSENGER

The Dawson Springs Board of Education spent its first meeting of the new year on Monday night preparing for 2024 and beyond.

The most pertinent of these plans was an update to the 2023-24 calendar.

"Due to missing January 16, 17, 18, and 19, we will be utilizing March 15, May 28, May 29, and May 30 to be in school as specified in the original 23-24 school calendar and May 30 will be our current last day of school for students," said Superintendent Leonard Whalen. "This would make graduation and closing day Friday, May 31--pending no additional make-up days are needed."

Originally scheduled as a professional development day for teachers, Friday, February 16 was designated as a make-up day earlier this school year.

Although Whalen is "not a fan" of Non-Traditional Instruction, or NTI, and because graduation is now slated on the last day of May, "We have a plan moving forward this winter," he said. "We are capable of having NTI days" when inclement weather keeps students from traveling safely to the brick-and-mortar campus on Eli Street.

NTI work completed by students during any additional weather-related events will keep the Panthers from attending school in June.

Looking ahead to more favorable weather, Athletic Director Elizabeth Workman proposed the creation of middle school softball and baseball programs.

"The season would be during the months of August and September, providing ample playing time for the students," she said. "To implement the programs, the open field sessions would begin in late June to allow interested students to start practicing and developing their skills--tryouts can then be conducted in July to select the players for the teams."

"Until the city park is rebuilt, the girls will have to practice at Riverside and play all of their games away," she explained. Robinson also serves on the Dawson Springs Municipal Park Board of Directors.

"Feeder programs are vital to the success of high school programs," she concluded.

The Board unanimously voted in favor of Robinson's proposal and added a middle school head coaching extra service salary of $935 for each and a $350 assistant coach's stipend for each with the responsibility of uniforms and other related expenses assigned to the athletic department.

In other news, the Board:

re-elected Vicki Allen as chairperson for another two-year term.

reappointed Wes Ausenbaugh as vice-chair to serve for the next two years.

received special recognition from Elementary Principal Jennifer Ward, elementary students Audri Scott and Clark Larimore, and Jr./Sr. High Principal Todd Marshall in honor of School Board Appreciation Month.

was notified by Ward that KSA awards for elementary students will be held on Friday at 1:30 p.m.

learned from Kristin Merrill, Director of District-Wide Programs, that 43 of the current preschoolers are being promoted to kindergarten, with 32 others scheduled to be screened for the 2024-25 school session at this time.

was informed by Whalen that two new buses had been delivered and are now in use by the transportation department, with a third bus anticipated to be delivered within the week.

approved the draft budget for 2024-25 as presented by Almanda Almon, Director of Finance.

Extension office offering Lunch and Learn program

BY JODI CAMP
JCAMP@THE-MESSENGER.COM

The Hopkins County Extension Office is starting the 2024 Lunch and Learn series, focusing first on herbs.

Erika Wood, the horticulture extension agent, said the series will span several months starting in February, where she will talk about different types of herbs.

"Just how to grow them, harvest them, and even how you can preserve them if you want to keep them long term," she said. "Things like freezing or drying."

The classes will be from noon to 1 p.m. The first class will be on Feb. 21 covering sage, mint, and lavender. The March 20 class will cover basil, oregano, and thyme. On April 17, Wood will talk about cilantro, parsley, and chives. The last class will be on May 22 and talk about rosemary, fennel, and dill.

Wood said this class is great for people who want to learn more about herbs.

All the classes are free to the public, but Wood does request that anyone interested in the class RSVP. To RSVP, call 270-821-3650.

All of the classes will be held at the Hopkins County Extension Office, 75 Cornwall Dr. in Madisonville.

Kentucky House approves resolution supporting Texas border security

BY STAFF REPORT

A resolution urging Kentucky Governor Andy Beshear to express support for Governor Abbott and the state of Texas in their efforts to secure the border with Mexico cleared the Kentucky House by a vote of 77-17 on Tuesday. The resolution, HR 57, is cosponsored by Representative Rebecca Raymer and Representative Richard Heath.

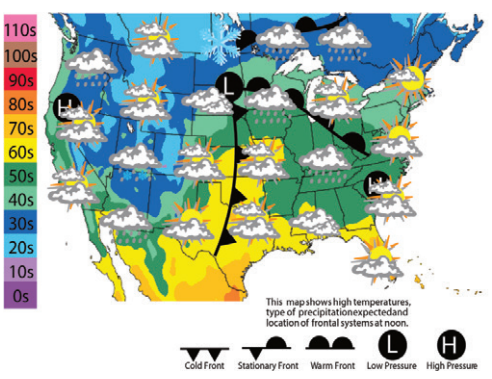
"This is a matter of national security and we've got to stop passing the buck," Heath said. "Last year alone, Customs and Border Protection reported more than 2.4 million encounters with migrants at the southern border," Heath said. "That's more than half the population of our commonwealth and far too many opportunities to smuggle in drugs, engage in human trafficking, and allow terrorists easy access."

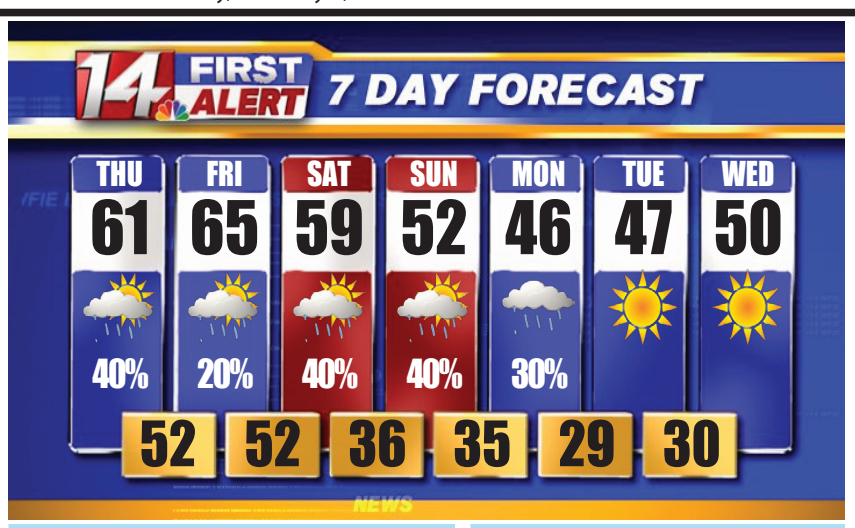
According to Customs reports, the agency processed more illegal migrant crossings in December of 2023 than any previous month in history. The measure, HR 57, also cites reports that more than 7 million migrants have crossed the border since President Biden took office.

"We're calling on the Governor to stand up for the people of our commonwealth and our nation and stand by the rule of law, even if it means crossing partisan lines and speaking against President Biden," Raymer added. "What disaster will we have to endure before the President puts our nation first? Half of the governors in our nation have already stepped up, and we expect more to join in the days to come."

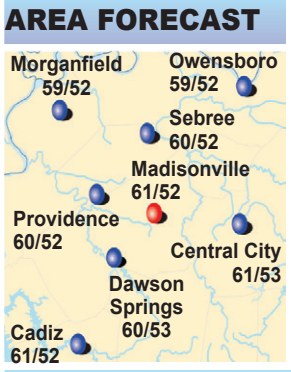
HR 57 is assigned to the House State Government Committee. To follow along or read more about this legislation or the work of the Kentucky General Assembly, visit legislature.ky.gov.

Weather



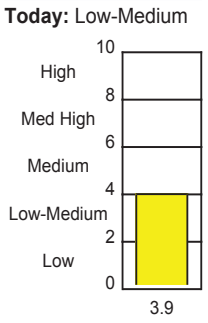


AREA FORECAST



POLLEN

Today: Low-Medium



THOUGHT FOR THE DAY

"We may brave human laws, but we cannot resist natural ones." -- Jules Verne, "Twenty Thousand Leagues Under the Sea".

FORECAST

Today: Cloudy with rain in the afternoon and evening and a high of 61.

Tonight: Late showers possible with a low of 52.

Tomorrow: Cloudy, breezy and milder with a high of 65. Rain possible late.

LAKE LEVELS/WATER TEMP

Lake and river levels are in feet. Change is over the past 24 hrs.

	Full Pool	Current	Change
Lake Barkley	361	354.31	-0.09
Kentucky Lake (Above)	361	354.22	+0.17
Kentucky Lake (Below)	----	318.87	-1.35
Lake Barkley Water Temperature			n/a
Kentucky Lake Water Temperature			45°

UV INDEX

0 - 2	3	4	5	6	7	8	9	10	11+

0-2: Low
3-5: Moderate
6-7: High
8-10: Very High
11+: Extreme Exposure

The higher the UV index, the higher the need for eye and skin protection.

SUN AND MOON

Sunrise today . . . . . 6:48 a.m.
Sunset tonight . . . . . 5:21 p.m.
Moonrise today . . . . . 6:13 a.m.
Moonset tonight . . . . . 3:49 p.m.

MOON PHASES

New	First	Full	Last
2/9	2/16	2/24	3/3

WEATHER TRIVIA

What is the record for the most consecutive hours below zero in the lower 48 states?

Answer: In January 1969, Havre, Mont. sank below zero for nearly 400 hours.

RIVER STAGES

	Flood Stage	Current	Change
Ohio River/Newburgh			
Upper	20	13.20	-4.20
Lower	38	30.00	-4.20
Green River/Calhoun			
Upper	23	13.86	-0.82
Lower	23	n/a	0.00

ALMANAC

Temperatures (Yesterday)

High Temperature 60
Low Temperature 31
Normal High/Low 48/28
Record High . . . . . 68 in 2019
Record Low . . . . . -1 in 1984

Precipitation (Yesterday)

24 hours through 4 p.m. . . . . . 0.00"
Month to Date . . . . . 0.00"
Normal Month to Date . . . . . 0.88"

Statistics through 4 p.m. yesterday reported from Owensboro

WORLD ALMANAC

Today is the 39th day of 2024 and the 50th day of winter.
TODAY'S HISTORY: In 1587, Mary, Queen of Scots, was executed on suspicion of plotting to murder her cousin Queen Elizabeth I.
In 1910, the Boy Scouts of America was incorporated.
In 1915, D.W. Griffith's "The Birth of a Nation" premiered in Los Angeles with the title "The Clansman."
TODAY'S BIRTHDAYS: William Tecumseh Sherman (1820-1891), U.S. general; Jules Verne (1828-1905), author; Lana Turner (1921-1995), actress; Jack Lemmon (1925-2001), actor; James Dean (1931-1955), actor; John Williams (1932-), composer; Ted Koppel (1940-), journalist; Nick Nolte (1941-), actor; Robert Klein (1942-), comedian/actor; Mary Steenburgen (1953-), actress; John Grisham (1955-), author; Gary Coleman (1968-2010), actor.

For latest weather updates, please visit:
www.wxtogo.com/MMI

Two years after deadly tornadoes, Mayfield families are still waiting for housing

BY MELINA WALLING
ASSOCIATED PRESS

MAYFIELD — Ashley Prince and her family have been chasing "normal" for years now.

Two years ago, the tornado that whipped through Mayfield peeled the roof off their rental property "like a Band-Aid." She and her fiance Dylan watched from inside, huddled beneath mattresses, as the mile-wide storm popped out their plexiglass windows, pulled the laundry room off the hallway and knocked over the water tower behind their house, sucker-punching her in a rush of rapids. The ordeal left her with a severely injured leg.

What came next was a monthslong journey to put their lives back together. That meant about a year spent with Ashley's parents, then a year in temporary housing after the tornado left them with little besides a still-working cellphone, a picture of the kids that had been hanging in the living room and the Bible Ashley was baptized with.

It's the kind of story that disaster experts say will only become more common as climate change multiplies and intensifies instances of extreme weather. Academics point to a relief system in the United States that is relatively well-equipped to get aid out in the immediate aftermath of disasters, but is not designed for the long-term or the worsening conditions wrought by global warming. Stacked on top of that crisis is another intractable problem: the dire lack of affordable housing across the country.

That landscape makes people like the Princes — low-income renters — among the least prepared for the climate future that is to come. Using flooding as a case study, research from MIT has shown that disasters lead to increases in rental prices for renters with low incomes and to increases in evictions.

"People are not prepared to think about a potential disaster when they're living in a precarious situation on a day-to-day basis," said Smitha Rao, an assistant professor at Ohio State University who worked on the front lines of disaster relief before studying it.

After a disaster, families typically have a few options to rebuild, said Michelle Meyer, an associate professor at Texas A&M University and director of a hazard reduction and recovery research institute there. If they have homeowners' or rental insurance, they can file a claim with the company. Then there are sources of financial assistance from the Federal Emergency Management Agency, which just last month changed its application process with the intention of making their grants more accessible. Meyer thinks that move will be good for vulnerable populations, but that it somewhat maintains FEMA's limited involvement in long-term rebuilding.

At the same time, families can apply for loans from the U.S. Small Business Administration, but applicants must meet eligibility requirements and pay the loan back. In addition, local community organizations often provide meals, clothes, temporary shelter, household supplies and other assistance, sometimes for weeks or months after the disaster. Those programs are bolstered by charitable donations that come in alongside news coverage that documents the damage.

But all those programs start to wane after a few months, and by the one- or two-year mark, many families are still nowhere near recovered. "As a public, if it's not our community affected, we want to give money the day after," Meyer said. That can leave nonprofits operating on a shoestring budget when the work actually begins.

Dawson businesswoman named to Kentucky cosmotology board

BY CASSIE IPOCK
FOR THE MESSENGER

Governor Andy Beshear has appointed four Kentuckians as members of the Kentucky Board of Cosmetology, including Lindsey Morgan of Dawson Springs.

Morgan is the owner and manager of Beauty Shop on the Square located at 104 West Railroad Avenue in Dawson Springs. She represents salon owners on the Board and replaces Zachary Casa, whose term has expired.

Beauty Shop on the Square is a full-service salon and offers a wide variety of services for hair, skin, nails, and body.

Morgan entered the beauty industry in 2006 and along with Dianne Coates, opened Beauty Shop on the Square in 2011. Morgan became the sole owner of the salon in 2015.

"This license has allowed me a career where every day is new, fun, and meaningful–all while creating beauty in my community," Morgan said. "It's an incredible honor to be invited to participate in the governing body that protects and upholds the high standards of Cosmetology in the Commonwealth of Kentucky."

Photo provided

Lindsey Morgan, owner and manager of Beauty Shop on the Square in Dawson Springs, was recently appointed by Governor Andy Beshear to serve on the Kentucky Board of Cosmetology. She entered the industry in 2006, bringing more than 18 years of experience to her new role.

"We look forward to welcoming Ms. Morgan to the Board," said Julie Campbell, Executive Director of the Kentucky Board of Cosmetology.

Aside from her work in the beauty industry, Morgan is an active member of the Dawson Springs Rotary Club and is on the Board of Directors of the Dawson Springs Community Center. She is married to Josh Morgan and is the younger daughter of Joe and Carol Keller, all of Dawson Springs.

Also appointed to the Kentucky Board of Cosmetology were Lianna Nguyen of Florence, Kathy Burton, Stanton; and Kerry Harvey, Lexington. Like Morgan, their terms expire Feb. 1, 2026.

Senate bills include possible amendments

BY M G MCKINLEY
REPORTER

Close to a month after the Kentucky General Assembly convened for the 2024 regular session, the Senate has filed relatively few bills for consideration compared to past years.

Those that have been filed include a handful of potential constitutional amendments.

SB 5 — Removes five-acre ownership requirement for farmers to be exempted from hunting licenses in their own land. Several House bills also address this issue.

SB 6 — Protects employees of post-secondary institutions from discrimination based on beliefs concerning political and/or social issues. Requires employees and students to be surveyed on current on-campus environment of freedom of thought.

SB 8 — Makes state board of education seats elected rather than appointed.

SB 10 — Potential Constitutional Amendment: Change the years of election of state constitutional officers to even years beginning after the 2027 election.

SB 11 — Requires schools to be notified prior to a petition of offense against students in certain cases.

SB 15 — Establishes consumer protections of personal data collected by any entity storing such data.

SB 16 — Prohibits the operation of a drone over food and animal installations without written consent of the owner or authorized representative.

SB 23 — Potential Constitutional Amendment: Disallows any increase in property valuation for owners aged 65 or older and who qualify for the Homestead Exemption.

SB 25 — Prohibits local governments from passing ordinances requiring landlords to participate in Section 8 housing programs.

SB 32 — Establishes blood concentration limits for driving under the influence of marijuana. Determination to be made with a blood test.

SB 33 — Requires driver to provide proof of driver's license, active insurance, and vehicle registration at the time of a traffic stop.

SB 34 — Extends all public assistance programs administered by the Cabinet for Health and Family Services to the maximum duration allowed by federal law.

SB 39 — Prohibits legislative agents or employers of legislative agents from contributing to any campaign funds.

SB 41 — Prohibits the retail sale of dogs and cats and establishes an avenue for cooperation between retail stores and shelters to showcase animals for adoption.

SB 42 — Incrementally raises the minimum wage to $15 per hour for employees of businesses with $500,000 or more in average gross volume.

SB 44 — Establishes a pilot program for automated speed enforcement in work zones.

SB 52 — Establishes the Artificial Intelligence in Schools Project.

SB 55 — Eliminates the need for a fishing license for landowners fishing on their own property.

SB 56 — Requires gun owners to use safe storage or locking mechanisms on all firearms.

SB 60 — Eliminates the requirement of a hunter safety course to obtain hunting and fishing licenses.

SB 61 — Eliminates no-excuse, in-person absentee balloting. Provides excused, in-person absentee balloting 13 working days prior to election.

SB 64 — Establishes that the definition of "campaign contribution" does not include newspaper articles, commentary, or editorials by a person or group.

SB 66 — Repeals statutory language that is interpreted to allow post-secondary institutions and local governments to limit concealed carry in governmental buildings.

SB 72 — Makes illegal driving under the influence of intoxicating hemp products.

SB 73 — Legalizes personal use marijuana.

SB 76 — Prohibits local governments from enacting landlord-tenant laws that conflict with state laws.

SB 77 — Requires voter tallies and adds requirements for certification of election results.

SB 78 — Requires the use of voting machines that contain components made and assembled only in the United States. Also requires auditing by the Defense Microelectronics Activity of the United States Department of Defense.

SB 80 — Removes student and employee identification as viable forms of voter ID. Also removes credit and debit cards from acceptable secondary identification for voting.

SB 83 — Eliminates the straight-party option on ballots.

SB 84 — Requires a risk-limiting audit of ballots following the closing of polls. Adds specific requirements for the counting and tabulation of ballots, and for the certification of an election.

SB 90 — Appeals to the Kentucky Department of Education to install bus sensors and interior cameras on all busses bought after July 1, 2025.

SB 91 — Requires the establishment of a driver's license office in each senatorial district, and directs the Kentucky State Police to offer written permit testing in counties without a permanent licensing office.

SB 93 — Prohibits any public or charter school from requiring an oath other than to uphold general and federal law, and the constitutions of the United States and Kentucky as part of recruiting and hiring. Also prohibits districts from spending any funds to purchase membership or materials concerning diversity, equity, inclusion, or belonging programs, or that promote specific political or social activism.

SB 99 — Allows for abortion in the case of incapability of sustained life of the fetus outside the womb, and in cases of rape or incest when the fetus has not reached viability.

SB 108 — Prohibits several activities typically associated with ballot harvesting. Requires each county's board of elections to conduct voter roll purges and to report to the state board of elections monthly.

SB 114 — Changes the types of school facilities in which concealed carry firearms are prohibited.

SB 115 — Removes authority of delineated federal law enforcement officers from acting as law enforcement in the state.

SB 117 — Potential Constitutional Amendment: Makes all forms of slavery or involuntary servitude illegal in the state.

New House Bills

HB 259 — Lowers age for concealed carry from 21 to 18.

HB 270 — Creates a Class D felony for traveling into Kentucky to engage in specified sexual offenses.

HB 275 — Prohibits public schools from entering nondisclosure agreements regarding teacher misconduct with students. Requires disclosure of investigations or allegations by applicants for employment at a public school.

HB 278 — Includes distribution of child pornography to the definition of sex crime.

HB 284 — Creates the crime of theft of wages.

HB 285 — Allows qualifying patients to request medication to self-administer to cause his or her death. Does not require a healthcare provider to honor the request.

HB 287 — Allows an individual to petition the district court to remove firearms from the possession of a person who has been diagnosed with a mental disorder that could impair his or her judgment, impulse control, or perception.

HB 288 — Includes post-secondary institutions, local government buildings, and certain state government buildings among places where concealed carry is allowed.

HB 289 — Makes incest a Class D felony unless the victim is under 12 years old, in which case is would be a Class C felony. Adds incest to the definition of violent crime.

HB 295 — Potential Constitutional Amendment: Prohibits slavery of involuntary servitude to be used as punishment, including for a crime.

HB 301 — Requires all lunch periods at public schools to be a minimum of 30 minutes.

HB 302 — Potential Constitutional Amendment: Creates a section of the state constitution to provide the right to a healthy environment, including clean water and air, and ecologically healthy habitats.

HB 304 — Prohibits public schools from establishing policy that keeps secret any student information from parents. Forbids public schools from requiring employees or students from using nonconforming pronouns for anyone in the school setting.

HB 308 — Limits estate and inheritance taxes to deaths prior to Aug. 1, 2024.

HB 309 — Prohibits public agencies from using public funds for lobbying activities.

HB 310 — Allows residents to travel outside of the state to seek medical treatment or procedures that are illegal in Kentucky. Exempts facilitators from being charged with human trafficking.

HB 311 — Protects individuals from liability when forcibly entering a vehicle to remove an animal they believe is in imminent danger of death.

HB 315 — Requires railroad companies to remove obstructive vegetation from intersections with public roads. Also requires the state transportation cabinet to do so if railroad does not, and mandates reimbursement by the railroad.

Clay city council hears 6-month financial review

BY M G MCKINLEY
REPORTER

The City of Clay enacted several utility rate increases in 2023, and according to officials those increases have eliminated the deficit the city experienced in the prior fiscal year.

The city council was presented with a review of the finances from July 1 through Dec. 31, 2023.

The utility fund in the budget lost approximately $90,000 between July 2021 and June 2022. The new rates were approved in April 2023 and went into effect with the May meter readings.

"The utility rate increases have done what we needed them to do," said Mayor Jackie Edens.

The city estimated revenues of $326,000 from water collections, $181,000 from sewer, and $356,000 from gas. In a mid-year review of those accounts, the city has collected $148,516.81 from water, $84,615.47 from sewer, and $92,533.72 from gas.

The maintenance fee collection has brought in $11,636.14 of the projected $23,500.

Overall city officials are encouraged with where the finances are beginning the second half of the fiscal year.

"We're on track to be exactly where we thought," City Clerk Christy Freeman told the council.

In other business, Council Member Mike Grigg brought up a handful of persistent nuisance properties around town.

"We're just spinning our wheels," he said. "Most people are just ignoring us."

Freeman said the city's code enforcement officer, Tristan Pearcey, is compiling a list of the various properties and where in the citation process each is. She said that list will be made available soon.

The first human has received an implant from Neuralink

BY WYATTE GRANTHAM-PHILIPS AND LAURA UNGAR

NEW YORK — According to Elon Musk, the first human received an implant from his computer-brain interface company Neuralink over the weekend.

In a Monday post on X, the platform formerly known as Twitter, Musk said that the patient received the implant the day prior and was "recovering well." He added that "initial results show promising neuron spike detection."

The billionaire, who co-founded Neuralink, did not provide additional details about the patient. When Neuralink announced in September that it would begin recruiting people, the company said it was searching for individuals with quadriplegia due to cervical spinal cord injury or amyotrophic lateral sclerosis, commonly known as ALS or Lou Gehrig's Disease.

Neuralink is one of many groups working on linking the nervous system to computers, efforts aimed at helping treat brain disorders, overcoming brain injuries and other applications. There are more than 40 brain computer interface trials underway, according to clinicaltrials.gov.

Neuralink reposted Musk's Monday post on X, but did not publish any additional statements acknowledging the human implant. The company did not immediately respond to The Associated Press' requests for comment Tuesday.

Neuralink previously announced that the U.S. Food and Drug Administration had approved its "investigational device exemption," which generally allows a sponsor to begin a clinical study "in patients who fit the inclusion criteria," the FDA said Tuesday. The agency pointed out that it can't confirm or disclose information about a particular study.

Neuralink's device is about the size of a large coin and is designed to be implanted in the skull, with ultra-thin wires going directly into the brain. In its September announcement, Neuralink said the wires would be surgically placed in a region of the brain that controls movement intention. The initial goal of the so-called brain computer interface is to give people the ability to control a computer cursor or keyboard using their thoughts alone.

In a separate Monday post on X, Musk said that the first Neuralink product is called "Telepathy" — which, he said, will enable users to control their phones or computers "just by thinking." He added that intial users would be those who have lost use of their limbs.

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It's unclear how well this device or similar interfaces will ultimately work, or how safe they might be. Clinical trials are designed to collect data on safety and effectiveness.

Laura Cabrera, who researches brain science at Pennsylvania State University, said that even though Neuralink uses an innovative procedure — robotic surgery — to get the device in the brain, no one has implanted it before in humans and much remains unknown.

Brain surgery is "not a trivial thing," she said, pointing to significant potential risks such as brain hemorrhage or seizures. "And so I think we have to be mindful that even though they're using a novel way to implant the device, we just don't know if it's truly going to be a … safer approach for human patients."

She pointed out that Neuralink's competitors plan to use their devices for medical applications only, but Musk has been outspoken about going beyond medicine. For example, Cabrera said, Musk has talked about implants for the masses that will allow people to record everything that happens to them and access the information when they want — which may raise red flags for some.

"We know that he has very bold claims," she said. "People not really assessing the strengths and weaknesses of the technology is something that I worry about."

HOLLAND

FROM **PAGE A6**

ever have. There is no such thing as God being confused and pacing the floor unsure of what to do? The mountain plateaus feel good and we love these seasons of victory, but when we enter into a dark valley, though it's not pleasant, it can give us peace and security to understand that Christ is always teaching and ready to carry us through suffering in His perfect time.

We decide which view of life we will embrace. If our mind is set on being negative, there is little anyone can say or do to cheer us up. However, for those who choose the higher road of embracing optimism, no dead-end or dire situation can prevent faith and hope from declaring that anything is impossible with God.

To think or say there is no answer to a certain circumstance is revealing to ourselves and the world we no longer believe that God is who He says He is. Ephesians 3:20 promises, "Now to him who is able to do immeasurably more than all we ask or imagine, according to his power that is at work within us." If the devil or anything in this life is more powerful than God, then either He is not the Almighty or our view of Him is in error. Which do you believe? God's word reassures us in Jeremiah 32:17, "O sovereign Lord! You made the heavens and earth with your strong hand and powerful arm. Nothing is too difficult for you!"

We know the dark side is not trying to help us be a light for God or a spiritual overcomer, which should inspire our faith to become stronger in our quest to please Christ. We become good and faithful soldiers through extensive training and developing a passion to be a living sacrifice for His glory. We cannot succeed for the Lord if we are ready to give up every time we are challenged. Babe Ruth hit 714 home runs but also struck out 1,333 times. Cy Young is famous for winning 511 games, but did you know he lost 316 times? The point is that defeat does not mean failure and no one that is known for great accomplishments has ever avoided disappointments.

It's easy to stay enthused when times are good, but our perseverance goes on trial when we face discouragement from difficulty. Our thoughts can come from God or the devil and both have a plan. If God is saying to stand and press through the pain, then He has a vision that will eventually bring victory and joy. However, if we choose to agree with the enemy, he will forever keep us offended and tangled up in a depressing victim mentality. God can help us succeed when we have an unrelenting determination to become like Him.

Dr. Holland is a Christian minister, chaplain, and author. To read more about the Christian life visit his website at billyhollandministries.com

PLAYL

FROM **PAGE A6**

The Bible is filled with examples of singing and playing as an expression of worship. Someday, in Heaven, we will sing praises to God for eternity, and we will sing beautifully. But I won't be playing the piano, nor will the Nash kids. Perhaps we will be accompanied by angels with harps…or, maybe, Charlie Lawson at the piano.

"Make a joyful noise unto the Lord…Let every living creature praise the Lord." Psalms 100 and 150

Steve Playl, playlsr@yahoo.com

CIRCUIT COURT

Following are proceedings from Webster County Circuit Court on Thursday, Feb. 1, 2024:

Jared Newcom, DOB 1995; judgment and sentence on plea of guilty to charges of 1st degree promoting contraband, conspiracy 1st degree trafficking in a controlled substance (methamphetamine) 1st offense, 1st degree wanton endangerment; sentenced to a maximum term of 5 years, probated 5 years.

Damon Floyd, DOB 1977; judgment and sentence on plea of guilty to charges of possession of marijuana, buy/possess drug paraphernalia, 1st degree possession of a controlled substance (opiates) 1st offense; sentenced to a maximum term of 3 years, probated 5 years.

Jordan B. Sigger, DOB 1998; judgment and sentence on plea of guilty to charges of theft by unlawful taking all others $500<$10,000, 3rd degree burglary, theft of vehicle plate, receiving stolen property under $10,000; sentenced to a maximum term of 5 years.

Christopher Belt, DOB 1988; judgment and sentence on plea of guilty to 2 counts of 1st degree promoting contraband; sentenced to a maximum term of 10 years, probated 5 years.

David W. Stafford Jr., DOB 1982; judgment and sentence on plea of guilty to a charge of flagrant non-support; sentenced to a maximum term of 5 years, probated 5 years.

Jan B. Shoulders, DOB 1980; judgment and sentence on plea of guilty to charges of 1st degree trafficking in a controlled substance (methamphetamine) 1st offense, possession of marijuana, buy/possess drug paraphernalia; sentenced to a maximum term of 10 years.

Neomi M. Pryor, DOB 1981; judgment and sentence on plea of guilty to charges of 1st degree possession of a controlled substance (methamphetamine) 1st offense, buy/possess drug paraphernalia; sentenced to a maximum term of 3 years, probated 5 years.

Bradley L. Durham, DOB 1981; judgment and sentence on plea of guilty to charges of 1st degree possession of a controlled substance 1st offense, buy/possess drug paraphernalia, 2nd degree disorderly conduct, resisting arrest; sentenced to a maximum term of 3 years, probated 5 years.

Joseph Kellems, order granting pretrial diversion for 5 years of Class D felony (1st degree possession of a controlled substance 1st offense).

Jury finds Crumbley guilty of manslaughter

BY ED WHITE AND COREY WILLIAMS
ASSOCIATED PRESS

PONTIAC, Mich. — A Michigan jury convicted a school shooter's mother of involuntary manslaughter Tuesday in the killings of four students in 2021, making her the first parent in the U.S. to be held responsible for a child carrying out a mass school attack.

Prosecutors say Jennifer Crumbley had a duty under state law to prevent her son, who was 15 at the time, from harming others. She was accused of failing to secure a gun and ammunition at home and failing to get help to support Ethan Crumbley's mental health.

The four guilty verdicts — one for each student slain at Oxford High School — were returned after roughly 11 hours of deliberations.

Jennifer Crumbley, 45, looked down and shook her head slightly as each juror was polled after the verdicts were read.

On her way out of the courtroom, prosecutor Karen McDonald hugged relatives of victims Justin Shilling and Madisyn Baldwin.

"Thank you," a man whispered to her.

Jennifer and James Crumbley were the first parents in the U.S. to be charged in a mass school shooting committed by their child. James Crumbley faces trial in March.

"The cries have been heard, and I feel this verdict is gonna echo throughout every household in the country," Justin's father, Craig Shilling, said outside the courtroom.

"I feel it's necessary, and I'm happy with the verdict. It's still a sad situation to be in. It's gotta stop. It's an accountability, and this is what we've been asking for for a long time now," Shilling said.

A gag order by the judge prevented McDonald and defense attorney Shannon Smith from speaking to reporters.

On the morning of Nov. 30, 2021, school staff members were concerned about a violent drawing of a gun, bullet and wounded man, accompanied by desperate phrases, on Ethan Crumbley's math assignment. His parents were called to the school for a meeting, but they didn't take the boy home.

A few hours later, Ethan Crumbley pulled a handgun from his backpack and shot 10 students and a teacher. No one had checked the backpack.

The gun was the Sig Sauer 9 mm his father had purchased with him just four days earlier. Jennifer Crumbley had taken her son to a shooting range that same weekend.

Outside the courthouse, the jury forewoman, who declined to give her name, said jurors were influenced by evidence that Jennifer Crumbley was the last adult to possess the gun. That "really hammered it home," she told reporters.

Indeed, the jury saw images of Jennifer Crumbley leaving the shooting range with the gun in a box.

"You saw your son shoot the last practice round before the (school) shooting on Nov. 30. You saw how he stood. ... He knew how to use the gun," assistant prosecutor Marc Keast said while cross-examining the mother last week.

"Yes, he did," Jennifer Crumbley replied.

In her closing argument Friday, McDonald said she filed the unprecedented charges because of the "unique, egregious" facts leading up to the massacre. School officials insisted they would not have agreed to keep Ethan Crumbley on campus that day if the parents had shared information about the new gun, which the boy on social media called his "beauty."

The words with the disturbing drawing said: "The thoughts won't stop. Help me. The world is dead. My life is useless."

"He literally drew a picture of what he was going to do," McDonald said. "It says, 'Help me.' "

Besides 17-year-old Justin Shilling and 17-year old Madisyn Baldwin, Hana St. Juliana, 14, and Tate Myre, 16, were also killed. Seven people were wounded.

Ethan Crumbley, now 17, pleaded guilty to murder and terrorism and is serving a life sentence.

NTSB says bolts on Boeing jetliner were missing before a panel blew out midflight

BY DAVID KOENIG
AP AIRLINES WRITER

Bolts that helped secure a panel to the frame of a Boeing 737 Max 9 were missing before the panel blew off the Alaska Airlines plane last month, according to accident investigators.

The National Transportation Safety Board issued a preliminary report on the Jan. 5 incident Tuesday.

The report included a photo from Boeing, which worked on the panel, which is called a door plug. In the photo, three of the four bolts that prevent the panel from moving upward are missing. The location of the fourth bolt is obscured.

The investigators said that the lack of certain damage around the panel indicates that all four bolts were missing before the plane took off from Portland, Oregon.

Pilots were forced to make a harrowing emergency landing with a hole in the side of the plane.

Without the bolts, nothing prevented the panel from sliding upward and detaching from "stop pads" that secured it to the airframe.

The preliminary report said the door plug, installed by supplier Spirit AeroSystems, arrived at Boeing's factory near Seattle with five damaged rivets around the plug. A Spirit crew replaced the damaged rivets, which required removing the four bolts to open the plug.

A text between Boeing employees who finished working on the plane after the rivets were replaced included the photo showing the plug with missing bolts, according to the report.

The NTSB did not declare a probable cause for the accident — that will come at the end of an investigation that could last a year or longer.

"Whatever final conclusions are reached, Boeing is accountable for what happened," CEO David Calhoun said in a statement. "An event like this must not happen on an airplane that leaves our factory. We simply must do better for our customers and their passengers."

Investigators said they were still trying to determine who authorized the Boeing crew to open and reinstall the door plug.

Safety experts have said the accident could have been catastrophic if the Alaska jet had reached cruising altitude. The decompression in the cabin after the blowout would have been far stronger, and passengers and flight attendants might have been walking around instead of being belted into their seats.

When Alaska and United Airlines began inspecting their other Max 9s, they reported finding loose hardware including loose bolts in some of the door plugs.

The incident has added to questions about manufacturing quality at Boeing that started with the deadly crashes of two Max 8 jets in 2018 and 2019, killing 346 people.

The Federal Aviation Administration is investigating whether Boeing and its suppliers followed proper safety procedures in manufacturing parts for the Max. The FAA has barred Boeing from speeding up production of 737s until the agency is satisfied about quality issues.

SEVERAL OF WEBSTER County's elementary school teachers were commended and presented with certificates Monday night for their completion of the two years LETRS program. The intensive program held teachers to a rigorous learning experience that included not only completing a number of education units but also completing dozens of hours of professional learning. The program gave some of the participants the opportunity to rise in rank. The specialized program is set up for reading and spelling teachers at the elementary level. Pictured are teachers who participated in the program.

STEPHANIE PLESKACH, AN English Language Learner teacher in Webster County, has completed her work on a Rank I certification, through a program that required two years of participation and work. Superintendent Aaron Harrell presented Pleskach with a certification of completion and a gift from GREC at Monday night's board meeting.

Clay City Council Hears Updates

The Clay City Council met in a called session on Tuesday, January 16 with Mayor Jack Edens presiding and all council members present.

Following approval of the minutes from the December meeting, the clerk's report, and the accounts payable, the council addressed a short agenda that included a discussion of code enforcement activities, a recap of budgetary matters in 2024, and the fire report.

Code enforcement officer Tristan Peercy was not present at the meeting; however, it was noted he is preparing a list of properties that are in need of repair or demolition, and those properties will be discussed at an upcoming meeting.

It was noted that a property located on West Elm Street is need of demolition, and repairs to a property on Taylor Street need to be addressed.

There is about to be a vacancy on the city's ethics board, but the appointment of an individual to fill that vacancy was tabled until the February meeting.

City Clerk Christy Freeman presented a review of the budget for the first six months of fiscal year 2023-2024. She told members, "The city is on track for everything that has been budgeted for the year."

The city purchased a public works vehicle at a cost of $38,148. According to the clerk, that price was several thousand dollars under budget.

She also noted bids for the water project first First Street, Second Street, and Railroad Street have been advertised, and "we hope to get work started as soon as the weather breaks."

A land and water grant in the amount of $62,000 is being used to complete work on the tennis court and pickleball court at the city park. That grant is a 50/50 matching grant, and according to Ms. Freeman, the Clay Tourism Board has provided funding for a portion of the city's obligation. Additionally, the city can used in-kind services as a matching option.

The Clay Rescue Squad responded to 13 runs in December, and the volunteer fire department made two runs in the month. Members of the Clay Volunteer Fire Department assisted with the Clay Turkey Trot run Thanksgiving weekend, and volunteers participated in or assisted with Christmas parades throughout the county.

No further business came before the council, and the meeting was adjourned.

The next regular meeting of the Clay City Council will be Tuesday, February 13, 6:00 P.M.

School Board

Continued from Page 1

tion to purchase a vehicle for special education. Harrell told the board that the special ed department often has to transport students for special services or go to areas where using a bus is not feasible. He has received permission from the Kentucky Department of Education to use IDEA money (Individual Disability Education Act) for the $64,000 purchase of a 2024 Suburban. Due to the funds being used to make the purchase, the vehicle can only be used for special education, Harrell said, but added that no general fund dollars are being used for the purchase.

Before the meeting adjourned,the board approved a six item consent agenda and okayed the FY 24 COVID supplemental pay for employees, the purchase of the special education vehicle, the FY 25 draft budget and the consolidated plans for schools.

Cases Heard In WC Circuit Court

Several cases were heard in Webster County Circuit Court last week with the Honorable Judge Daniel Heady presiding.

In the case of Katrina Peaugh, the defendant withdrew her not guilty plea and entered a pleas of guilty to charges of unlawful taking $1000 but less than $10,000. Peaugh was ordered to pay court costs of $165 and restitution in the amount of $1664 and sentenced to two years incarceration with the sentence to run consecutively to all other sentences. She was credited with time spent in custody prior to sentencing

Javier Sosa, Jr. was granted pretrial diversion with supervision by the department of probation and parole. He was initially charged with possession of methamphetamine first degree, first offense. Sosa, Jr. must be assessed by and complete drug court and undergo a drug/alcohol assessment by MBC Outreach/P&P SSC/ASW DPA and complete any treatment deemed appropriate as a result of the assessment. Sosa Jr's diversion is for a period off five years. He must comply with any and all rules set by probation and parole and comply with any treatment recommended.

Pretrial Diversion of a Class D felony was also granted to Giovanni De'Vantra Basham how is charged with first degree possession of a controlled substance first offense methamphetamine. He was ordered to complete IOA treatment with River Valley in Providence as well as undergo a drug and alcohol assessment by Jack Easley at MBC Outreach and Recovery.

PUBLIC NOTICE

NOTICE OF INTENTION TO MINE

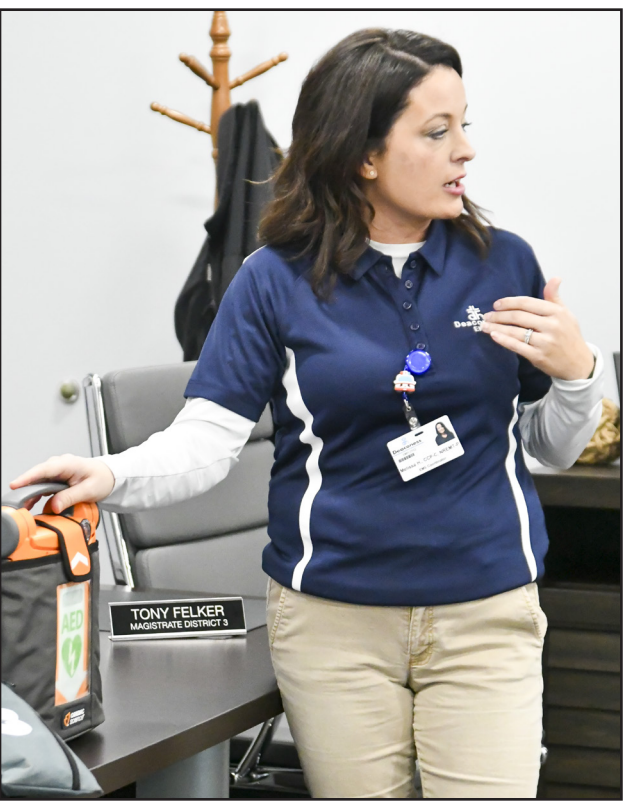
Pursuant To Application Number 917-0032, RN-7

(1) In accordance with KRS 350.055, notice is hereby given that Hopkins County Coal, LLC, 1146 Monarch Steet Suite 350, Lexington, KY 40513, has applied for renewal of a permit for a refuse disposal operation affecting 813.30 acres located 1.2 miles north of Providence in Webster County.

(2) The operation is approximately 0.5 miles southwest from Slover Creek Road's junction with Bruce Road and located 1.2 miles south of Slover Creek.

(3) The operation is located on the Providence U.S.G.S. 7-1/2 minute quadrangle map. The operation is for refuse disposal only. The surface area is owned by Hopkins County Coal, LLC, and Rising Point LLC.

(4) The application has been filed for public inspection at the Division of Mine Reclamation and Enforcement's, Madisonville Regional Office, 625 Hospital Drive, Madisonville, KY 42431. Written comments, objections or requests for a permit conference must be filed with the Director, Division of Mine Permits, 300 Sower Boulevard, Frankfort, KY 40601. 2/7c



MELISSA HUGHES OF Deaconess EMS provided training on use of the AED, a mobile defibrillator, for several law enforcement agencies on Monday morning. Eight AEDs were presented to the sheriff's department and Sebree, Providence and Clay police departments for officers to have in their cruisers.

LAW ENFORCEMENT OFFICERS received training on the devices following the presentation Monday morning. Here Angela Smith of Deaconess EMS tells officers that extreme heat or extreme cold can effect the batteries in the AEDs.

Kentucky Clerks Ask For Patience As Licensing Problems Persist

By Tom Latek
Kentucky Today

This month, the Kentucky Transportation Cabinet has been converting from its legacy motor vehicle system implemented in the late 1970's, known as AVIS to a modern system known as KAVIS, but the transition has not been an easy one.

"We continue to see improvements with the KAVIS system each week, however, there are still times when the program is unresponsive or specific transactions are not processing," said Tabatha Clemons, the Grant County Clerk and Kentucky County Clerks Association President. "Because of these issues, we are being forced to turn away customers. It is always our priority to serve our customers, but the new system's shortfalls are preventing us in some instances."

The county clerks association is asking customers to be as prepared as possible when they visit their County Clerk. These steps can make the visit more efficient:

--Bring your driver's license or state issued identification card.

--Bring your renewal notice and previous year's registration.

--Bring your Kentucky proof of insurance printed or refer to your County Clerk if there is an insurance email address or fax number available.

--Be prepared to wait longer than normal due to the new system having issues with processing and creating PVA issues where Clerks must contact the PVA to correct issues. It takes time to work through each customer's account and merge vehicles for each customer.

--Web Renewals do have an issue with trailer fees, but the Kentucky County Clerks Association has requested KYTC to turn the web renewal portal back on even with the fee issue with trailers. If you have a trailer to renew, we recommend you wait for further communication when fees are corrected for any trailer transaction.

Naitore Djigbenou with the Kentucky Transportation Cabinet says, "We are working to resolve any matters that arise following the statewide transition to a modern vehicle information system, which has been eight years in the making. We appreciate customers' patience as we implement this new system to better serve Kentuckians."

The Cabinet also points out: Online vehicle registration was restored and the ability to renew historic license plates has already been resolved. The need for some clerks to contact the county's Property Valuation Administrator's office is attributed to data management under the old system, not KAVIS performance issues.

The Transportation Cabinet is working with the Department of Revenue to identify methods to help clerks clean up data and speed up the clerk's processing times. Once this has been resolved, it will pay big dividends to the Commonwealth in tax collection over time.

KAVIS team continues to monitor the new system's performance to smooth out any bumps in the road and provide technical assistance to clerks beyond the extensive training opportunities offered months before the launch. The project to gradually migrate to KAVIS kicked off in 2015 and six modules were released and implemented since then, including boat titling and registration, a standardized point-of-sale system, disabled placard improvements, print on demand decals and new flat license plates. Fully launching KAVIS to now handle motor vehicle title and registration services is what was deployed in January.

Unemployment Remains Relatively Unchanged In Kentucky

By Tom Latek
Kentucky Today

Kentucky's seasonally adjusted preliminary December 2023 unemployment rate was 4.3 percent, according to the Kentucky Education and Labor Cabinet, which was unchanged from November 2023 and was up 0.4% from one year ago.

"The December number indicates that there was a slight increase in the number of people unemployed and a slight decrease in the labor force," said Mike Clark, the University of Kentucky's Center for Business and Economic Research Director. "However, these changes were not large enough to change the state's unemployment rate, which held steady at 4.3%."

In a separate federal survey of business establishments that excludes jobs in agriculture and people who are self-employed, Kentucky's seasonally adjusted nonfarm employment decreased by 4,600 jobs to 2,022,300 in December 2023 compared to November 2023. Kentucky's nonfarm employment was up 46,700 jobs or 2.4% compared to December 2022.

The biggest gain in jobs came in the government sector, which rose 1,500 from November 2023 to December 2023. It was unchanged at the federal level; increased by 1,300 in state government; and was up by 200 in local government. The total number of government jobs rose by 9,700 positions or 3.2% compared to December 2022.

Civic Health Assessment

Continued from Page 1

ans discuss politics with family or friends a few times a week but just 38 percent have contacted a public official in the past year.

A bright spot was that just 19 percent of Kentuckians trust what they read on social media while 45 percent trust local newspapers and 62 percent trust local TV news.

Overall, Kentucky received a D+ on social civics.

Kentucky is faring well on polarization. Overall, the state is vastly less polarized than the national trend. That is not to say polarization has not reached the Bluegrass – it has, but overall, most Kentuckians tend to be more tolerant of others who have opposing views and are less inclined to self-segregate.

The assessment found 80 percent of respondents would not be ashamed if their child had opposing political views and 75 percent are fine with having friends with different political views. In addition, 60 percent would be comfortable being in a romantic relationship with someone of opposing political views and 61 percent think it is better for politicians to compromise.

Overall, Kentucky received a B on polarization.

"Based off our findings, I am recommending to the General Assembly that we require a civics education course in high school and require a more robust civics exam to graduate," Adams said. "These changes could not only increase civic participation and literacy but could also set students up for success in other areas."

Webster County Jailer's Report

Webster County Jailer Greg Sauls reports inmates worked a total of 3260 hours between January 21 and January 27, 2024. Hours worked include 2000 hours at the detention center; 800 hours at the RCC; 80 hours on the mowing crew; 160 hours for Union County; 40 hours for the city of Clay; 40 hours for the city of Dixon; 80 hours for the city of Providence; 40 hours in recycling; 40 hours in the road department shop and 40 hours for the dog warden.

The total jail population is 166 with 49 Webster County inmates; 24 Union County inmates and 93 state prisoners.

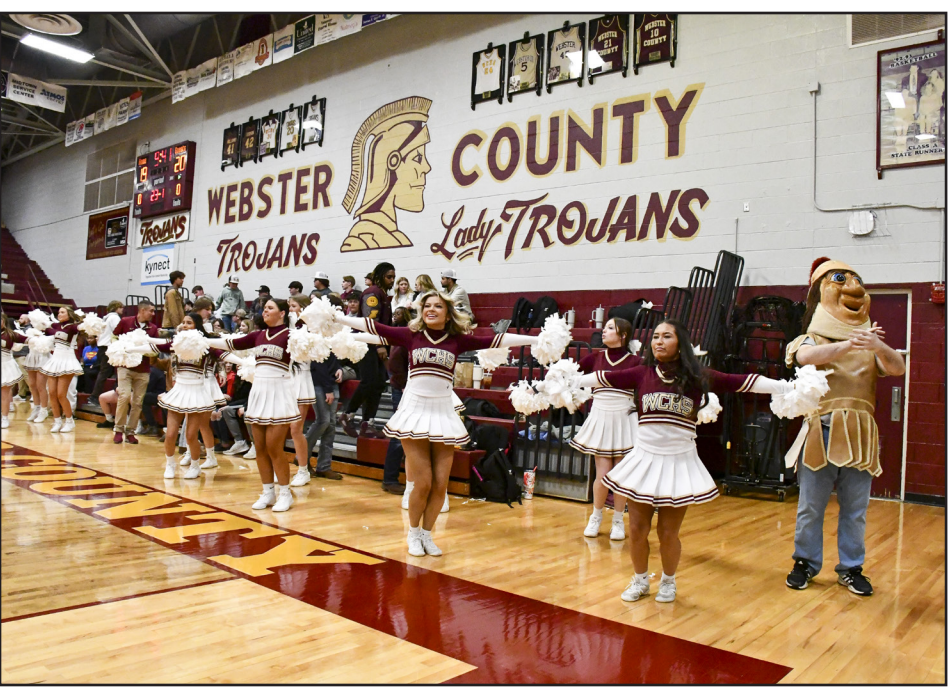
Twenty-four inmates attended the Moral Recognition Therapy program; 19 attended Anger Management; 17 attended Thinking for Good; 14 attended Untangling Relationships and 14 attended parenting classes.

Six inmates participated in GED classes with one testing.

Incarcerated in the period were

Tanner Barnes
Christopher Belt
DeMarqus Black
Billy Corbitt
Jacob Cummings
Trena Duncan
Yolanda Frederick
Charles Fugate
Cynthia Hartsock
Skyler Huff
Emerald Humphrey
Daniel Jean-Julien
Kody Matheny
Timothy Prow
Bryce Slemp
Duncan Taylor
Paul Wolfe

MEMBERS OF THE Webster County High School cheerleading squad are pictured here as they supported the Trojans and Lady Trojans during recent basketball action.



Trooper Teddy Available For Valentine's Day

The Kentucky State Police is announcing the Trooper Teddy Bear Valentine's Day sale, offering the public an exclusive opportunity to spread love while supporting the agency's outreach program. Starting today through Feb. 14, customers can purchase the heart-warming bears at a special price of $20, down from the regular price of $25.

All proceeds allow troopers to provide teddy bears to children who have been in traumatic situations, such as car crashes, child sexual abuse cases or fighting a terminal illness.

"Trooper Teddy Bears have become a staple in the agency's community outreach as we work to connect with our most vulnerable population – our children," said KSP Commissioner Phillip Burnett Jr. "We hope people embrace the spirit of Valentine's Day by purchasing a bear and contributing to this meaningful program."

Trooper Teddy Bears can be purchased online or at any KSP Post. When purchasing online, customers can select to pick it up at their local KSP Post free of charge or have it shipped to their home for an additional fee.

The Trooper Teddy Project relies solely on donations and the sale of bears to sustain it, with 100% of the proceeds being used to purchase additional bears to distribute to children in need. To purchase a bear or make a tax-deductible contribution visit the Trooper Teddy website.

The Trooper Teddy Project came to life in December 1989 after Kentucky First Lady Martha Wilkinson hosted a fundraiser at Red Mile Gaming & Racing, raising enough funds to purchase 2,000 bears. The first allotment of bears included a personal note from Mrs. Wilkerson.

Learn more about Weirs Creek Solar project

Weirs Creek Solar, LLC, a subsidiary of NextEra Energy Resources, LLC, is proposing a solar energy project in Hopkins and Webster counties. Residents are invited to stop in and meet our team to learn more about the proposed project.

Tuesday, Feb. 13
5-7 p.m. CT

MadCity Event Center
31 E Center St.
Madisonville, KY 42431

Wednesday, Feb. 14
5-7 p.m. CT

Webster County Extension Office
1118 US Hwy 41-A South
Dixon, KY 42409

NEXTera® ENERGY RESOURCES


NEXTera ENERGY RESOURCES
Learn more about Weirs Creek Solar project
Tuesday, Feb. 13 | 5-7 p.m. CT & Wednesday, Feb. 14 | 5-7 p.m. CT

NEXTera ENERGY RESOURCES

We invite you to attend our public meetings to learn more about an innovative solar project proposed by Weirs Creek Solar, LLC, a subsidiary of NextEra Energy Resources, LLC for Hopkins and Webster counties.

Stop in, meet our team and learn more about the proposed project. Light refreshments will be served.

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www.NextEraEnergyResources.com

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 6
Attachment B

Website Screenshots
(7 Pages)

Weirs Creek Solar

WEIRS CREEK SOLAR PROJECT

About the Project

The Weirs Creek Solar project is an innovative solar project proposed for Webster and Hopkins counties, Kentucky that will have a capacity of up to 150 megawatts of clean, renewable, American-made energy. The Weirs Creek Solar project is more than solar panels — it represents a significant capital investment in Kentucky. Once operational, it will create good-paying jobs and millions in additional revenue for landowners and the local community.

It is a subsidiary of NextEra Energy Resources, LLC, the world's largest generator of renewable energy from the wind and the sun.

LEARN MORE

GET INFORMED

We believe in building strong relationships and supporting the communities our projects call home. Get the facts and learn how the Weirs Creek Solar project can enhance Webster and Hopkins counties.

Get Social

Connect with us and get involved.

FOLLOW OUR FACEBOOK PAGE >

*Estimated over first 30 years of the project. All figures are estimated and subject to change.

NEXTERA ENERGY RESOURCES | TERMS | PRIVACY POLICY | SAFETY POLICY

Project Overview

The Weirs Creek Solar project creates jobs, economic growth and clean energy.

Map is representative of project location but is not to scale and the icon does not indicate actual project boundaries.

WEIRS CREEK SOLAR PROJECT

150 Megawatts of Clean Energy in Webster and Hopkins counties, Kentucky

For decades, NextEra Energy Resources' subsidiaries have been helping fuel America's economic growth and quality of life and moving our nation toward energy independence. To date, we operate solar projects in 31 states.

Features of the Weirs Creek Solar project:

- Photovoltaic (PV) solar arrays capable of generating up to 150 megawatts (MW) of clean, renewable energy.
- The project encompasses approximately 1,700 acres.
- Subject to local and state approvals, the project is scheduled to begin operations by December 2026.

COMMUNITY BENEFITS

Bringing Economic Opportunities

Solar projects generate home-grown, renewable energy while preserving clean air and water. They can also generate significant economic benefits for the communities that host them.

Employment Opportunities

The Weirs Creek Solar project will create local employment opportunities, including up to 200 jobs to construct the project.

County Tax Revenue

The Project provides approximately $12 million* in additional revenue in the community, money that can enhance local roads, schools and services.

Want to Participate?

See how you can be a part of the Weirs Creek Solar project.

GET INVOLVED >

*Estimated over first 30 years of the project. All figures are estimated and subject to change.

Get Informed

Learn about solar energy and your health, the environment, property values and decommissioning.

- HEALTH >
- ENVIRONMENT >
- PROPERTY VALUES >
- DECOMMISSIONING >

HEALTH

Does solar energy negatively impact our health?

No. People have been safely living and working around solar panels for decades. Solar energy emits no pollutants and the overall impact of solar on human health is overwhelmingly positive. In fact, studies have shown health-related air quality benefits from solar energy are worth even more than the electricity itself.[1]

Modern, photovoltaic (PV) solar panels are made of materials typical of those found in electronic equipment and are encased, so as not to pose a concern for the water supply or public health.[2]

Have More Questions?

We have the answers to your solar energy questions.

VISIT OUR FAQ PAGE >

Sources:

[1] Wiser, Ryan et al. "On the Path to SunShot: The Environmental and Public Health Benefits of Achieving High Penetrations of Solar Energy in the United States." National Renewable Energy Laboratory 2016

[2] "Health and Safety Impacts of Solar Photovoltaics." N.C. State University. N.C. Clean Energy Technology Center. May 2017.

ENVIRONMENT

Does a solar project impact the environment?

No form of energy is free from environmental impact; however, solar energy has among the lowest impacts as it emits no air or water pollution.

Protecting wildlife and sensitive natural habitats is a priority for NextEra Energy Resources.

As part of our development process, we conduct thorough wildlife studies and ensure each site complies with all local, state and federal environmental regulations.

What are solar panels made of?

Solar photovoltaic (PV) panels typically consist of glass, polymer, aluminum, copper and semiconductor materials that can be recovered and recycled at the end of their useful life.

To provide decades of corrosion-free operation, solar cells are encapsulated from air and moisture between two layers of plastic, with a layer of tempered glass and a polymer sheet or industrial laminate. In the same way a windshield cracks but stays intact, a damaged solar cell does not generally create small pieces of debris.

Crystalline silicon panels represent approximately 90 percent of solar panels in use today. Research has shown they "do not pose a material risk or toxicity to public health and safety."[1]

Thin-film solar panels represent a small percentage of panels in use today; some use a stable compound called cadmium telluride or other semi-conductor materials. Research has shown the tiny amount of cadmium in these panels does not pose a health or safety risk.[2]

Recycling solar panels

Although modern solar panels can be safely disposed of in landfills, they can also be recycled. PV solar panel recycling technologies have been implemented over the past decade and have been shown to recover over 95 percent of semiconductor material and over 90 percent of the glass in the panel.[3] The industry is exploring the most cost-effective ways to recycle.

First Solar, a U.S. company and the main supplier of thin-film panels has a robust solar recycling program that has been operating commercially since 2005. Solar manufacturers and developers continue to research ways to reduce the use of raw materials, a secondary market for reuse, and recycling.

Have More Questions?

We have the answers to your solar energy questions.

VISIT OUR FAQ PAGE >

Sources:

[1] "Health and Safety Impacts of Solar Photovoltaics," N.C. State University, N.C. Clean Energy Technology Center, May 2017.

[2] V. Fthenakis, K. Zweibel, "CdTe: Real and Perceived EHS Risks," National Center for Photovoltaics and Solar Program Review Meeting, 2003

[3] S. Weckend, A. Wade, G. Heath. "End of Life Management: Solar Photovoltaic Panels," International Renewable Energy Agency, June 2016.

[4] The Department of Energy has recently initiated new projects to push forward recycling technology and develop a domestic recycling industry for Li-ion batteries from consumer, EV, and stationary storage. The ReCell Lithium Battery Recycling R&D Center, led by Argonne National Laboratory along with other national labs and universities, is pursuing several areas of recycling innovation. Available at: https://www.anl.gov/article/doe-launches-its-first-lithiumion-battery-recycling-rd-center-recell

PROPERTY VALUES

What impact will a solar project have on my property value?

There is no evidence to indicate a solar project will impact neighboring property values. For example, a 2021 study by CohnReznick[1], a Chicago-based firm that specializes in property valuation, looked at home sales in proximity to six solar farms in Illinois, Indiana, Michigan and Minnesota. It found no measurable impact on property values adjacent to solar farms.

Importantly, a solar project brings numerous economic benefits to a community, including the potential for millions of dollars in additional tax revenue (or payments in lieu of taxes) which can be used to enhance schools, roads and essential services – enhancing both the quality of life and overall value of the community. Solar projects can deliver these economic benefits without making additional demands or impact on community services.

Have More Questions?

We have the answers to your solar energy questions.

VISIT OUR FAQ PAGE >

Sources:

[1] "Property Value Impact Study," CohnReznick LLP Valuation Advisory Services, 2021.

DECOMMISSIONING

What happens at the end of a solar project's useful life?

Decommissioning is the process of removing all elements of a solar project and returning the land to its original condition.

Modern solar projects are designed to operate for at least 25-30 years, during which time they are carefully managed and maintained.

We often replace aging solar panels with newer, more efficient technology to extend their useful lives. However, should there no longer be a demand for the project after 30 years, we will decommission it.

To ensure taxpayers do not pay for removing any part of a solar project, our company makes financial commitments to pay the full costs of decommissioning.

This process typically includes removing and disposing of all above-ground infrastructure including solar arrays, inverters, concrete foundations and pads, and fences.

Have More Questions?

We have the answers to your solar energy questions.

VISIT OUR FAQ PAGE >

Get Involved

Learn about upcoming events and how to participate in the Weirs Creek Solar project.

HOW TO PARTICIPATE

There are many ways you can become a part of the Weirs Creek Solar project because you're not alone!

If you live in Webster and Hopkins counties and want to help bring the benefits of this project to your community, the biggest way you can get involved is by completing the webform below and providing your email to stay up-to-date on the latest project information.

Get Involved

Stay informed on the latest project updates and activities.

*Required fields

*Business Name

*First Name | *Address

*Last Name | *City

*Email | *Select State

*Phone Number | *Zip Code

Please let us know if you are also interested in:

☐ Learning about hosting solar panels or equipment on your land

I'm not a robot

SUBMIT

By completing and submitting this form, you agree to receive future communications from NextEra Energy. View our Terms & Conditions and Privacy Policy.

Frequently Asked Questions

Find answers to your questions about this renewable source of energy.

What is solar energy used for?

Once converted into electricity, solar energy is used in homes and businesses just like any other form of electricity.

What are some advantages of solar energy?

After the initial investment in solar-energy equipment, the costs are minimal since the sun provides free "fuel." These facilities are not affected by the supply and demand of fuel or subject to price volatility, and solar energy can help reduce America's dependence on foreign sources of energy. Solar energy is also clean and renewable, which helps protect our environment.

How does solar energy work?

1. As light hits the solar panels, the solar energy is converted into direct current (DC) electricity.
2. The direct current flows from the panels into power inverters and is converted into altering current (AC) electricity, which is suitable for use by homes and businesses.
3. The AC electricity from the power inverters is collected using cables and delivered to a central electrical substation, where it passes through a power transformer.
4. The electricity travels through transformers, and the voltage is boosted for delivery onto the transmission lines.
5. Clean, renewable, American-made solar electricity is delivered to homes and businesses.

How many solar facilities does your company have and where are they located?

Through its subsidiaries, NextEra Energy Resources is the world's largest generator of renewable energy from the wind and the sun. We currently have ownership interests in approximately 3,400 MW of operating solar projects (as of Dec. 31, 2021), representing universal-scale solar facilities in 29 states, as well as multiple small-scale (distributed generation) solar projects.

Are solar facilities good for the environment?

Solar energy emits no pollutants and the overall impact of solar on human health is overwhelmingly positive. To learn more, view our solar environment page.

What percentage of generation does solar energy represent in the NextEra Energy Resources' portfolio?

Solar energy represents about 13 percent of NextEra Energy Resources' generation.

What do you look for in a site when building a renewable energy project?

We look for a location with good wind or solar resources, landowners who are interested in hosting our equipment and proximity to transmission lines.

If I have land and want you to assess its suitability for a renewable energy project, how do I get you to come out to look at it?

We cannot guarantee that we will assess every parcel of land presented to us. However, you can contact us for more information.

How much land does a solar project require?

Typically, a project will require 5 to 8 acres of land for each megawatt of solar energy capacity.

Is there construction traffic?

Yes. During construction there will be additional traffic. Although the construction period is only a matter of months, it will require heavy equipment, including bulldozers, graders, trenching machines, concrete trucks, flatbed trucks and large cranes.

How long will it take to complete construction?

It depends on the size of the project. However, 12 to 18 months is a reasonable time frame to build most solar projects.

Contact Us

Address
700 Universe Blvd
Juno Beach, FL 33408

Project Inquiries
WeirsCreekSolar@nexteraenergy.com
Media Inquiries
Media.Relations@nexteraenergy.com

Get To Know Your Developer

Jason Andrews is a project director responsible for developing renewable energy projects in Kentucky and Maryland. Prior to joining NextEra Energy Resources, Jason served in the U.S. Air Force for 24 years in the Special Operations community. In his role, Jason meets with stakeholders and landowners to discuss project specifics timelines and the economic benefits projects can bring to communities. If you see him around, be sure to say hello.

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 6
Attachment C

Social Media
Screenshots
(7 Pages)

Weirs Creek Solar

Weirs Creek Solar
February 8 ·

Solar farms like the proposed Weirs Creek Solar project are growing America's energy future and boosting economic development, job growth and tax revenue. Learn more: https://www.nexteraenergyresources.com/weirs-creek-solar...

Weirs Creek Solar
February 8 ·

Energy that's affordable, efficient and clean isn't just nice to have —it's a must-have. Solar power is making sustainable energy a reality today. Learn how solar can help Webster and Hopkins counties. Learn more: https://www.nexteraenergyresources.com/.../get-informed.html

Weirs Creek Solar
February 8 ·

Across the country, communities are using the sun to fuel the next era of energy. Learn more about the proposed plans for solar energy in Webster and Hopkins counties: https://www.nexteraenergyresources.com/.../project...

Weirs Creek Solar
February 8 ·

Community Rules:

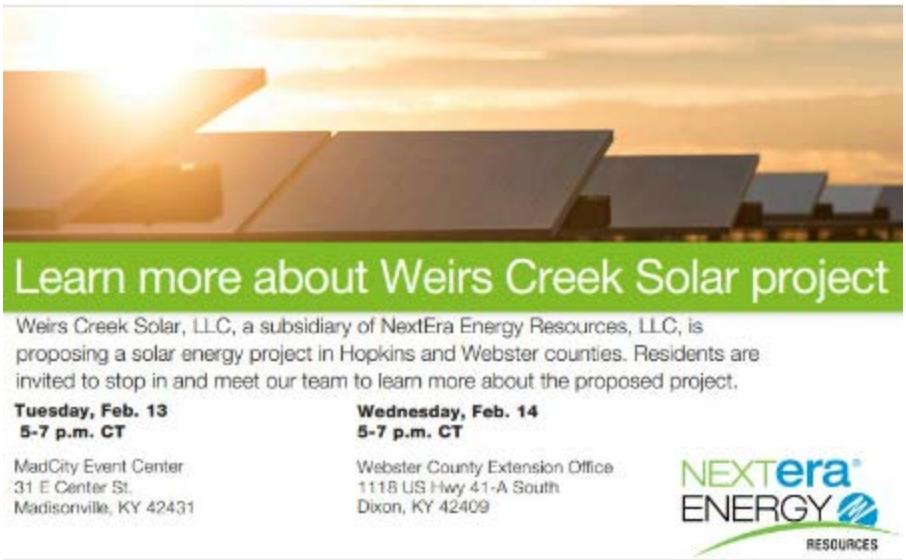
We welcome your questions, comments and community dialogue about the Weirs Creek Solar project. We want this to be a collaborative space; however, there are a few rules we will enforce on this page:

- Users must refrain from using profane or vulgar language, personal attacks or inappropriate imagery.
- Copyrighted material or intellectual property of someone else cannot be posted without their permission.
- No unsolicited third-party advertisements.
- Posts are subject to deletion if they do not follow these rules. Persistent abusers of these rules will be removed from this page.

1 reaction

Weirs Creek Solar
February 12 ·

You are invited to our upcoming public meetings to learn more about the proposed solar project for Hopkins and Webster counties. Join the Weirs Creek Solar team at the MadCity Event Center on Tuesday 2/13 and the Webster County Extension Office on Wednesday 2/14 from 5-7 p.m. CT.



Weirs Creek Solar
March 11 ·

Myth: Few people across America use clean energy. Fact: There is 78 MW of operating clean power capacity in Kentucky. This is enough to power nearly 13,000 homes in the state.

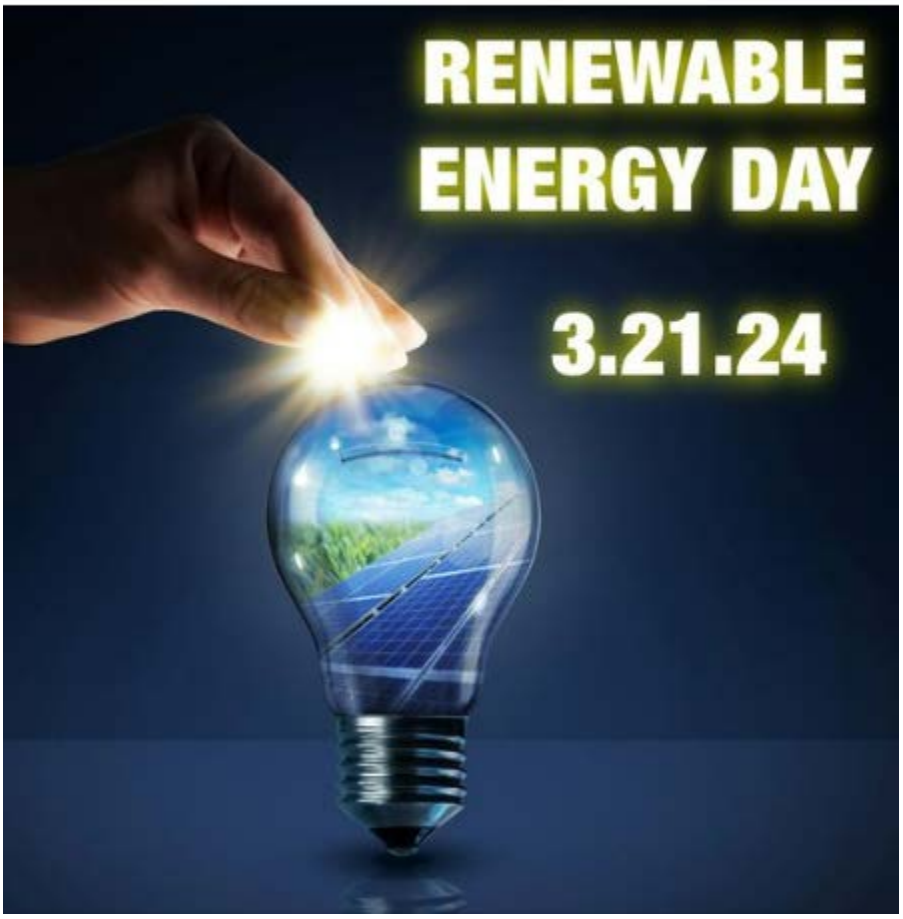
4 reactions

Weirs Creek Solar
March 17 ·

Happy St. Patrick's Day Webster and Hopkins counties! What's your favorite way to celebrate this lucky, green holiday? 🍀

Weirs Creek Solar
March 21 ·

Across the country, communities are using the sun to fuel the next era of energy. This #RenewableEnergyDay, learn more about the plans for solar energy in Webster and Hopkins counties: http://spr.ly/6189kPo1c



1 share

Weirs Creek Solar
April 10 ·

Celebrating #NationalRoboticsWeek. Donations towards STEM programs enable schools like this to empower students to explore technology and foster a love for tech and renewable energy. Check out these amazing robotics creations that the talented students have brought to life!

9 reactions, 2 shares

Weirs Creek Solar
April 18 ·

Our solar sites are designed to maximize energy production. The panels are engineered to absorb as much sunlight as possible. Our team also conducts studies when selecting locations to ensure good solar resources where our projects call home.

6 4 comments

Like Comment Share

All comments

Alan Peters
To bad we are going to lose valuable farm ground and our beautiful scenery.

4w Like Reply

Author
Weirs Creek Solar
Thank you for sharing, Alan - Your thoughts and perspective are important to us. You might be interested to know that the percentage of current and proposed areas of land designated for solar use in the U.S. is minimal when compared to other land uses -- it is typically less than 0.5% of the county's land footprint. In fact, the United States Energy Information Administration predicts that solar farms will only take up 0.3% of the available acres of farmland in the U.S. by 2030.

Also, universal solar projects have similar characteristics to a greenhouse or single-story residence. This solar project is compatible with the rural character of Webster and Hopkins counties and should be celebrated as part of the landscape of a regional area that wants to be a leader in climate change mitigation and to attract environmentally sustainable companies.

4w Like Reply

Mark Winstead
To me it is farming. Harvesting the sun for the good of everyone. The sun gives life to this planet. The lord has blessed us with the technology to harness its energy. This is another way of using its power

3w Like Reply Edited

Author
Weirs Creek Solar
We're delighted to hear that you're excited about solar energy, Mark - we are too!

3w Like Reply

Weirs Creek Solar
April 22 at 10:46 AM ·

On Earth Day and every day, we celebrate the planet's natural resources and remain committed to developing clean, renewable energy for generations to come.

1 share

Weirs Creek Solar
May 10 at 10:02 AM ·

Happy Mother's Day! We're so grateful for all you do.

16 reactions

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 6
Attachment D

News Articles
(8 Pages)

Energy company to construct solar farm

By M G McKinley Reporter
Feb 22, 2024

This satellite map shows the Weirs Creek area where Nextera plans to build a solar farm. The boundaries are outlined in ora

By Matt Hughes/Editor/mhughes@the-messenger.com

Renewable energy seems to be the latest boom to hit rural America. With wide open spaces available at every turn, farm country is the chosen home for what those in the industry call a diversity of sources.

Webster County has joined the list of areas in western Kentucky where alternative energy installations are planned. In fact, two separate projects currently in the planning stage will affect the county.

The latest site is the Weirs Creek solar project located along the county line with Hopkins County. It will consist of several hundreds acres of solar panels on the northern side of U.S. Hwy. 41-A. While the majority of the site will be in Hopkins County, a portion will cross into the southeastern section of Webster.

NextEra Energy, a Florida-based electric provider, is the company developing the site. They met with a handful of area residents at a public forum in Dixon Feb. 14.

“Weirs Creek Solar…will have a capacity of generating up to 150 megawatts of homegrown energy,” said NextEra spokesperson Naomi Morrison. “A solar project of the size of the proposed Weirs Creek Solar project could power more than 22,500 average-sized homes.”

The electricity produced by the installation will be sold as part of the stored power for a local provider. Officials with the company did not have information on that contract at the time of the forum.

NextEra estimates the amount of power the solar farm will produce at 150 megawatts, but Lester Morales, one of the Weirs Creek project developers, said they will have a clearer picture once it is operational.

“It requires data collection” to determine the exact production, he said.

A weather station is included in each array and measures conditions at the site to give the developers a better idea of the final output.

The company expects the construction phase to create 150 to 200 jobs. Those will last until the solar farm is complete. Afterward, the company will employ four permanent maintenance staff.

Projects like a solar farm don’t come without questions, though. Concerns arise from homeowners near the site, as well as those on the outlying fringes.

Two residents who attended the forum spent more than an hour voicing their concerns to lead developer Jason Andrews. Their issues ranged from lost farmland to effects on wildlife. They also stated they were concerned with possible damage to county roads around their home.

Jon and Kim Brown also live in the area, but own property on the Webster County edge of the development. Their main issue is with the placement of one of the pieces of equipment that channels the electricity away from the arrays.

Kim Brown said if it is built in the area currently marked, the station will be approximately 150 feet from their home.

Jon Brown said he is afraid the construction process could worsen the flooding that occurs in that particular spot.

“Where they have it marked on the map is a low-lying area,” he said. “If water is diverted from that low-lying area over onto me then I have problems.”

He said he also has concerns with the potential devaluation of his property with the equipment being close to this house.

“There’s a reason we live out in the country,” Jon Brown said. “My closest neighbor is a mile away.”

One of his favorite pastimes is flying giant kites with his grandchildren. He fears the addition may take away the wide open air he has to enjoy that activity.

“That’s what we’re here to find out,” he said.

The project is expected to be completed by 2026. The lease will keep the land in NextEra’s control for 30 years.

---

mmckinley

https://www.the-messenger.com/article_5821cb19-aa9f-5cf2-a162-cf9f3e3cd90a.html

Solar farm project coming to Hopkins County

By Matt Hughes mhughes@the-messenger.com
Feb 14, 2024

The Weirs Creek Solar project, designated by the orange lines, will be located on the county line between Hopkins and Webster counties.

NextEra Energy graphic

Green energy is coming to Hopkins County, with the announcement of NextEra Energy's Weirs Creek solar project, which will be located on the border between Hopkins and Webster counties.

"It's great to see development in Hopkins county and adding to our electric generating capacity is a positive," said Judge-Executive Jack Whitfield. "I am concerned about losing farmland and believe there are better options on where to put a large project such as this, however I understand the infrastructure limitations the developer is working with."

The company is currently in the permit phase of the project, which will lead to the construction of a $264 million 150-megawatt solar energy generation facility or solar farm on the north side of U.S. 41A.

“Right now we are starting the initial stages of our Kentucky state permit process,” said Project Director Jason Andrews. “Going through that application is the first step in that process.”

During that process the company deals not just with the legal aspects of getting the permits from the state, they also go door-to-door in the community around their selected site and hold a public meeting for area residents who want to come in and ask questions. With this being a two county project, two meetings were held by NextEra this week—Tuesday in Madisonville and Wednesday in Dixon.

“Once you submit your application to the permitting board, its about 180 days until they render a decision,” said Andrews.

Construction could begin as soon as early 2026, depending on how things go.

While there are currently no operating solar farms in western Kentucky, there are multiple already in progress, including sites in Christian, Henderson, Graves, McClean and Todd counties. The Sebree Solar Project in Henderson and the Green River Project in in Meade and Breckinridge counties are both owned by NextEra.

The Sebree project is slated to begin construction this spring.

Based on data from projects in other areas, electric customers may see little to no difference in their electric bills, as NextEra is a power generation company, not a utility provider. In the latter stages of the project they will negotiate with utility companies in the area to wholesale their electricity into the existing power grid.

But while the construction might not make customers' electric bills go down, the company says the project is not without its benefits to the surrounding communities.

During the construction phase, slated to last about 18 months, the project will generate between 150-200 constructions jobs.

"We will have anywhere from one to four employees (when completed)," said Andrews.

The biggest benefit to the community will likely come in the form of tax dollars to the county. Under KRS 136.120 the solar farm would be considered an electric utility company, meaning all electric generation and maintenance equipment would be subject to property taxes. The property, currently woodlands and fields, would be subject to real-estate property tax, which would be valued at more as a developed industrial site than it is in its current state.

"That's money that can be used for roads, schools and other public services," said Naomi Morrison with NexEra.

NextEra predicts this will mean millions in new tax revenue that will be split between Hopkins and Webster counties.

"There have been numerous studies done that show there is no negative impact on surrounding property values," said Morrison. "Some show that in some case property value actually increases."

She cited a 2016 study by the Lawrence Berkley National Library that found, in studying 400 solar farm sites around the U.S., state that such locations had “either no impact or a positive impact on home values.”

Whitfield is also concerned about the reliability and scalability of the project when it comes to the power grid in western Kentucky.

“While solar generation is a positive, I think back to Christmas of 2022 when we had extremely low temperatures and a wide area experienced rolling blackouts,” he said. “I hope that our power generators keep this in mind and ensure that we have the base load capacity to keep the lights on and furnaces running.”

The project will be located on the north side of U.S. 41A between Providence and Nebo, beginning in the proximity of Ferrell Loop on the Providence side of the 41A levee. The eastern end of the project will border Highway 1089/Donaldson Rd. It will then stretch northward as far as property that houses the former Dotiki Coal entrance at the intersection of Highway 120 and Corinth Church Road in Webster County.

NextEra Energy Inc. is based in Juno Beach, Florida.

Mahughes3

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 7

Kentucky State Board on Electric Generation and Transmission Siting
Weirs Creek Solar, LLC – Case No. 2024-000099
Application – Exhibit 7

Filing Requirement

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

Respondent: Lester Morales

Weirs Creek Solar, LLC considered multiple factors prior to proposing the project. One principal factor is its proximity to existing transmission infrastructure. The substation will be 0.85 miles from the solar array parcels, northeast of the intersection of Corinth Church Road and Highway-120 in Webster County. Weirs Creek's point of interconnect (POI) is located east of U.S. 41A-Stanhope Road where Weirs Creek will interconnect to an existing 161 kV transmission line. Weirs Creek made significant effort to locate the solar array panels in proximity to an existing transmission line with the intent to minimize the length of the transmission line from the project's collector substation to the point of interconnection.

The second factor for the site selection was solar array itself. The site was selected with the intent to minimize the impact to adjacent parcels and in a rural area that will allow for an efficient and compact design so that there will be minimal disturbance to the land. This will allow areas that are not being utilized to maintain the ability to return to agricultural and farming operations. The solar panel array will be connected to the Weirs Creek collector substation utilizing electric collection lines along an underground corridor to connect with the substation footprint. The location of the solar panel arrays is also dependent on voluntary landowner participation and land rights acquisition.

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 8

Kentucky State Board on Electric Generation and Transmission Siting
Weirs Creek Solar, LLC – Case No. 2024-00099
Application – Exhibit 8

Filing Requirement

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 (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 electric transmission line or carbon dioxide transmission pipeline is to be located, and upon the chief officer of each public agency charged with the duty of planning land use in the general area in which the line or pipeline is proposed to be located (KRS 278.714(2)(f))

Respondent: Lester Morales

The Certificate of Service included within the Application provides proof of service of a copy of the Application to the required individuals. In further compliance with KRS 278.706(2)(h) and KRS 278.714(2)(f), Weirs Creek Solar, LLC is providing copies of the cover letters thar were mailed to the County Judge Executive of Hopkins County and Webster County. Proof of mailing is further evidenced by the following attachments:

Attachment A: Letter to Jack Whitfield County Judge-Executive (1 Page)

Attachment B: Letter to Steve Henry County Judge-Executive (1 Page)

Attachment C: Letter to Mayor Doug Hammers, Kentucky (1 Page)

Attachment D: Letter to Katie Wyatt, Planning Director Hopkins County Joint Planning Commission (1 Page)

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 8
Attachment A

Letter to Judge-Executive
(1 Page)

HONAKER
LAW
OFFICE

Heather S. Temple
heather@hloky.com
(859) 368-8803

June 5, 2024

VIA OVERNIGHT DELIVERY

Hon. Steve Henry, Judge Executive
P.O. Box. 155
25 U.S. Hwy 41A South
Dixon, Kentucky 42409
steve.henry@websterco.org

RE: Weirs Creek Solar, LLC

Dear Judge Henry,

As you are aware, Weirs Creek Solar, LLC (Weirs Creek) has been working to develop a 150 megawatt, solar-powered electric generating facility in the Webster County community. We are grateful for the time and attention you have given Weirs Creek and its representatives as they have visited the community over the past several months. An incredible amount of work has been done to bring this project to fruition.

We are excited to be able to give you an update on our progress and to inform you that a key milestone has been achieved. Today, Weirs Creek is tendering its application for a construction certificate to the Kentucky State Board on Electric Generation and Transmission Siting (Siting Board). The case is docketed as Case No. 2024-00099 and may be accessed through the website of the Kentucky Public Service Commission at www.psc.ky.gov. In accordance with KRS 278.706(2)(h), we are very pleased to give you notice of this filing with the Siting Board and to present you with a copy of the application for your review.

Again, let me thank you for your time and reiterate Weirs Creek's continuing desire to be a constructive partner in advancing the long-term interest of your community in the years ahead. Should you have any questions concerning Weirs Creek project please fee free to reach out to myself, or Lester Morales, Weirs Creek's project manager at (561) 329-8620.

Sincerely,

Heather S. Temple
HONAKER LAW OFFICE, PLLC
Counsel for Weirs Creek Solar, LLC

Enclosure

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 8
Attachment B

Letter to Judge-Executive
(1 Page)

HONAKER LAW OFFICE

Heather S. Temple
heather@hloky.com
(859) 368-8803

June 5, 2024

VIA OVERNIGHT DELIVERY

Hon. Jack Whitfield, Judge Executive
56 North Main Street
Madisonville, Kentucky 42431
judgeececutive@hopkinscounty.net

RE: Weirs Creek Solar, LLC

Dear Judge Whitfield,

As you are aware, Weirs Creek Solar, LLC (Weirs Creek) has been working to develop a 150 megawatt, solar-powered electric generating facility in the Webster County community. We are grateful for the time and attention you have given Weirs Creek and its representatives as they have visited the community over the past several months. An incredible amount of work has been done to bring this project to fruition.

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Sincerely,

Heather S. Temple
HONAKER LAW OFFICE, PLLC
Counsel for Weirs Creek Solar, LLC

Enclosure

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 8
Attachment C

Letter
Planning and Zoning
(1 Page)

HONAKER
LAW
OFFICE

Heather S. Temple
heather@hloky.com
(859) 368-8803

June 5, 2024

VIA OVERNIGHT DELIVERY

Katie Wyatt
Hopkins County Joint Planning Commission
67 North Main Street
Madisonville, Kentucky 42431

RE: Weirs Creek Solar, LLC

Dear Ms. Wyatt,

As you are aware, Weirs Creek Solar, LLC (Weirs Creek) has been working to develop a 150 megawatt, solar-powered electric generating facility in the Webster County community. We are grateful for the time and attention you have given Weirs Creek and its representatives as they have visited the community over the past several months. An incredible amount of work has been done to bring this project to fruition.

We are excited to be able to give you an update on our progress and to inform you that a key milestone has been achieved. Today, Weirs Creek is tendering its application for a construction certificate to the Kentucky State Board on Electric Generation and Transmission Siting (Siting Board). The case is docketed as Case No. 2024-00099 and may be accessed through the website of the Kentucky Public Service Commission at www.psc.ky.gov. In accordance with KRS 278.706(2)(h), we are very pleased to give you notice of this filing with the Siting Board and to present you with a copy of the application for your review.

Again, let me thank you for your time and reiterate Weirs Creek's continuing desire to be a constructive partner in advancing the long-term interest of your community in the years ahead. Should you have any questions concerning Weirs Creek project please fee free to reach out to myself, or Lester Morales, Weirs Creek's project manager at (561) 329-8620.

Sincerely,

Heather S. Temple
HONAKER LAW OFFICE, PLLC
Counsel for Weirs Creek Solar, LLC

Enclosure

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 8
Attachment D

Letter
Mayor Hammers
(1 Page)

HONAKER
LAW
OFFICE

Heather S. Temple
heather@hloky.com
(859) 368-8803

June 5, 2024

VIA OVERNIGHT DELIVERY

Mayor Doug Hammers
Providence Municipal Building
PO Box 128
201 East Main Street
Providence, Kentucky

RE: Weirs Creek Solar, LLC

Dear Mayor Hammers,

As you are aware, Weirs Creek Solar, LLC (Weirs Creek) has been working to develop a 150 megawatt, solar-powered electric generating facility in the Webster County community. We are grateful for the time and attention you have given Weirs Creek and its representatives as they have visited the community over the past several months. An incredible amount of work has been done to bring this project to fruition.

We are excited to be able to give you an update on our progress and to inform you that a key milestone has been achieved. Today, Weirs Creek is tendering its application for a construction certificate to the Kentucky State Board on Electric Generation and Transmission Siting (Siting Board). The case is docketed as Case No. 2024-00099 and may be accessed through the website of the Kentucky Public Service Commission at www.psc.ky.gov. In accordance with KRS 278.706(2)(h), we are very pleased to give you notice of this filing with the Siting Board and to present you with a copy of the application for your review.

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Sincerely,

Heather S. Temple
HONAKER LAW OFFICE, PLLC
Counsel for Weirs Creek Solar, LLC

Enclosure

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 9

Kentucky State Board on Electric Generation and Transmission Siting
Weirs Creek Solar, LLC – Case No. 2024-00099
Application – Exhibit 9

Filing Requirement

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

Respondent: Lester Morales

The analysis of the proposed Project's projected effect on the electricity transmission system in Kentucky was initiated in 2019 with Big Rivers Electric Corporation as the Transmission Owner and Midcontinental Independent Systems Operator, Inc. ("MISO") as the Transmission Provider. The Weirs Creek project was assigned MISO queue position number J1450. The Weirs Creek Solar, LLC Generator Interconnection Agreement ("GIA) was executed on May 23, 2023, between MISO, Big Rivers Electric Corporation, and Weirs Creek Solar, LLC.

Attached is the following document for reference:

Attachment A: Generator Interconnection Agreement (134 Pages)

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 9
Attachment A

Generator Interconnection
Agreement
(135 Pages)

GENERATOR INTERCONNECTION AGREEMENT (GIA)

THIS GENERATOR INTERCONNECTION AGREEMENT ("GIA") is made and entered into this 23rd day of May, 2023, by and between **Weirs Creek Solar, LLC**, a limited liability company organized and existing under the laws of the State of Delaware ("Interconnection Customer" with a Generating Facility), and **Big Rivers Electric Corporation** , a corporation organized and existing under the laws of the State of Kentucky ("Transmission Owner"), and the **Midcontinent Independent System Operator, Inc**., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("Transmission Provider"). Interconnection Customer, Transmission Owner and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Transmission Provider has functional control of the operations of the Transmission System, as defined herein, and is responsible for providing Transmission Service and Interconnection Service on the transmission facilities under its control; and

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

WHEREAS, Transmission Owner owns or operates the Transmission System, whose operations are subject to the functional control of Transmission Provider, to which Interconnection Customer desires to connect the Generating Facility, and may therefore be required to construct certain Interconnection Facilities and Network Upgrades, as set forth in this GIA; and

WHEREAS, Interconnection Customer, Transmission Owner and Transmission Provider have agreed to enter into this GIA, and where applicable subject to Appendix H for a Provisional Generator Interconnection Agreement, for the purpose of interconnecting the Generating Facility with the Transmission System;

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

ARTICLE 1. DEFINITIONS

When used in this GIA, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used. Those capitalized terms used in this GIA that are not otherwise defined in this GIA have the meaning set forth in the Tariff.

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 transmission or distribution system or the electric system associated with an Existing Generating Facility or of a higher queued Generating Facility, which is an electric system other than the Transmission Owner's Transmission System that is affected by the Interconnection Request. An Affected System may or may not be subject to FERC jurisdiction.

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

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

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

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the Parties, their respective facilities and/or the respective services they provide.

Applicable Reliability Council shall mean the Regional Entity of NERC applicable to the Local Balancing Authority of the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean Reliability Standards approved by the Federal Energy Regulatory Commission (FERC) under section 215 of the Federal Power Act, as applicable.

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

Breach shall mean the failure of a Party to perform or observe any material term or condition of this GIA.

Breaching Party shall mean a Party that is in Breach of this GIA.

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

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

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 (COD) 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 this GIA.

Common Use Upgrade (CUU) shall mean an Interconnection Facility, Network Upgrade, System Protection Facility, or any other classified addition, alteration, or improvement on the Transmission System or the transmission system of an Affected System, not classified under Attachment FF as a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project, that is needed for the interconnection of multiple Interconnection Customers' Generating Facilities and which is the shared responsibility of such Interconnection Customers.

Confidential Information shall mean any proprietary or commercially or competitively sensitive information, trade secret or information regarding a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, or any other information as specified in Article 22, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, that is received by another Party.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of this GIA.

Definitive Planning Phase Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Planning Phase. The Definitive Planning Phase Queue Position is established based upon the date Interconnection Customer satisfies all of the requirements of Section 7.2 to enter the Definitive Planning Phase.

Demonstrated Capability shall mean the continuous net real power output that the Generating Facility is required to demonstrate in compliance with Applicable Reliability Standards.

Dispute Resolution shall mean the procedure for resolution of a dispute between or among 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, or the Distribution System of another party that is interconnected with the Transmission Owner's Transmission System, if any, connected to the Transmission System, over which facilities Transmission Service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce and which are 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 Local Balancing Authorities and other entities owning distribution facilities interconnected to the Transmission System.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the delivery service necessary to affect 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 this GIA becomes effective upon execution by the Parties subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Emergency Condition shall mean a condition or situation: (1) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life, property, or public health and safety; or (2) that, in the case of either Transmission Provider or 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 electric systems of others to which the 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 blackstart shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by this GIA to possess blackstart capability. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one of the enumerated conditions or situations identified in this definition also exists.

Energy Displacement Agreement shall mean an agreement between an Interconnection Customer with an Existing Generating Facility on the Transmission Provider's Transmission System and an Interconnection Customer with a proposed Generating Facility seeking to interconnect with Surplus Interconnection Service. The Energy Displacement Agreement specifies the term of operation, the Generating Facility Interconnection Service limit, and the mode of operation for energy production (common or singular operation).

Energy Resource Interconnection Service (ER Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service does not convey transmission service.

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

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

Federal Holiday shall mean a Federal Reserve Bank holiday for a Party that has its principal place of business in the United States and a Canadian Federal or Provincial banking holiday for a Party that has its principal place of business located in Canada.

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, also known as 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 an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

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

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

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

Generating Facility Replacement shall mean replacement of one or more generating units and/or storage devices at the Existing Generating Facility with one or more new generating units or storage devices at the same electrical Point of Interconnection as the generating units and/or storage devices that is/are being decommissioned and electrically disconnected.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement, set forth herein.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures set forth in Attachment X of the Tariff.

Generator Upgrades shall mean the additions, modifications, and upgrades to the electric system of an Existing Generating Facility or of a higher queued Generating Facility at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Transmission Service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce.

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

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

Group Study(ies) shall mean the process whereby more than one Interconnection Request is studied together, instead of serially, for the purpose of conducting one or more of the required Studies.

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.

HVDC Facilities shall mean the high voltage direct current transmission facilities, including associated alternating current facilities, if any, that are subject to Section 27A of the Tariff and that are specifically identified in (i) any Agency Agreement pertaining to such facilities between Transmission Provider and Transmission Owner that owns or operates such facilities, or (ii) in any other arrangement that permits or will permit Transmission Provider to provide HVDC Service over such facilities as set forth in Section 27A of the Tariff.

HVDC Service shall mean Firm and Non-Firm Point-To-Point Transmission Service provided by Transmission Provider on HVDC Facilities pursuant to Section 27A of 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 (ISD) shall mean the date upon which Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Owner's Interconnection Facilities to obtain backfeed power.

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

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

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

Interconnection Facilities Study shall mean a study conducted by Transmission Provider, or its agent, for Interconnection Customer to determine a list of facilities (including Transmission Owner's Interconnection Facilities, System Protection Facilities, and if such upgrades have been determined, Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and upgrades on Affected Systems, 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 System.

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

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, 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 System.

Interconnection Service shall mean the service provided by Transmission Provider associated with interconnecting the Generating Facility to the 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 this GIA and, if applicable, the Tariff.

Interconnection Study (or Study) shall mean any of the studies described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean the form of agreement contained in Attachment B to Appendix 1 of the Generator Interconnection procedures for conducting all studies required by the 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 System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures.

IRS shall mean the Internal Revenue Service.

Local Balancing Authority shall mean an operational entity or a Joint Registration Organization which is (i) responsible for compliance with the subset of NERC Balancing Authority Reliability Standards defined in the Balancing Authority Agreement for their local area within the MISO Balancing Authority Area, (ii) a Party to Balancing Authority Agreement, excluding MISO, and (iii) provided in the Balancing Authority Agreement.

Loss shall mean 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 performance, or non-performance of its obligations under this GIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing, by the indemnified party.

Material Modification shall mean: (1) modification to an Interconnection Request in the queue, that has a material adverse impact on the cost or timing of any other Interconnection

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

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to this GIA 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.

Monitoring and Consent Agreement shall mean an agreement that defines the terms and conditions applicable to a Generating Facility acquiring Surplus Interconnection Service. The Monitoring and Consent Agreement will list the roles and responsibilities of an Interconnection Customer seeking to interconnect with Surplus Interconnection Service and Transmission Owner to maintain the total output of the Generating Facility inside the parameters delineated in the GIA.

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

Network Customer shall have that meaning as provided in the Tariff.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the 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 (NR Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to integrate its Generating Facility with the Transmission System in the same manner as for any Generating Facility being designated as a Network Resource. Network Resource Interconnection Service does not convey transmission service. Network Resource Interconnection Service shall include any network resource interconnection service established under an agreement with, or the tariff of, a Transmission Owner prior to integration into MISO, that is determined to be deliverable through the integration deliverability study process.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System or Distribution System, as applicable, to accommodate the interconnection of the Generating Facility to the Transmission System. Network Upgrade shall not include any HVDC Facility Upgrades.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with this GIA or its performance.

Operating Horizon Study shall mean an Interconnection System Impact Study that includes in service transmission and generation for an identified timeframe to determine either the available injection capacity of an Interconnection Request or Interconnection Facilities and/or Transmission System changes required for the requested Interconnection Service**.**

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

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

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

Planning Horizon Study shall mean an Interconnection System Impact Study that includes a future year study to determine either the available injection capacity of an Interconnection Request or Interconnection Facilities and/or Transmission System changes required for the requested Interconnection Service.

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

Point of Interconnection (POI) shall mean the point, as set forth in Appendix A of the GIA, where the Interconnection Facilities connect to the Transmission System.

Provisional Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 7.9 of this Attachment X. This agreement shall take the form of the Generator Interconnection Agreement modified for provisional purposes. Unless otherwise provided in the GIP, all requirements applicable to the Generator Interconnection Agreement shall apply to the Provisional Generator Interconnection Agreement.

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

Provisional Interconnection Study shall mean an engineering study, performed at Interconnection Customer's request, as a condition to entering into a Provisional Generator Interconnection Agreement, that evaluates the impact of the proposed interconnection on the

safety and reliability of the Transmission System and, if applicable, any Affected System. The study shall identify and detail the impacts on the Transmission System and, if applicable, an Affected System, from stability, short circuit, and voltage issues that would result if the Generating Facility were interconnected without project modifications or system modifications.

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

Reasonable Efforts shall have that meaning as provided in the Tariff.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.7 of this Attachment X.

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

Shared Network Upgrade shall mean a Network Upgrade or Common Use Upgrade that is funded by an Interconnection Customer(s), including when the Transmission Owner elects to fund the capital cost of such a Network Upgrade or Common Use Upgrade under Section 11.3 of the GIA, and also benefits other Interconnection Customer(s) that are later identified as beneficiaries.

Site Control shall mean a documented right for one or more parcels of land for the purpose of constructing a Generating Facility, Interconnection Customer's Interconnection Facilities, and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop. Such documented right shall be one of the following: (1) ownership of a site; (2) a leasehold interest in a site; or (3) an option to purchase or acquire a leasehold interest in a site; or (4) any other contractual or legal right to possess or occupy a site.

Small Generating Facility shall mean a Generating Facility that has an aggregate net Generating Facility Capacity of no more than five MW and meets the requirements of Section 14 and Appendix 3 of the GIP.

Special Protection System (SPS) shall mean an automatic protection system or remedial action scheme designed to detect abnormal or predetermined system conditions, and take corrective actions other than and/or in addition to the isolation of faulted components, to maintain system reliability. Such action may include changes in demand (MW and MVar), energy (MWh and MVarh), or system configuration to maintain system stability, acceptable

voltage, or power flows. An SPS does not include (a) underfrequency or undervoltage load shedding, (b) fault conditions that must be isolated, (c) out-of-step relaying not designed as an integral part of an SPS, or (d) Transmission Control Devices.

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

Surplus Interconnection Service shall mean any Interconnection Service that is derived from the unneeded portion of Interconnection Service established in a GIA or in agreement with, or under the tariff of, a Transmission Owner prior to integration into MISO, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

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

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

Transmission Control Devices shall mean a generally accepted transmission device that is planned and designed to provide dynamic control of electric system quantities, and are usually employed as solutions to specific system performance issues. Examples of such devices include fast valving, high response exciters, high voltage DC links, active or real power flow control and reactive compensation devices using power electronics (*e.g.*, unified power flow controllers), static var compensators, thyristor controlled series capacitors, braking resistors, and in some cases mechanically-switched capacitors and reactors. In general, such systems are not considered to be Special Protection Systems.

Transmission Owner shall mean that Transmission Owner as defined in the Tariff, which includes an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at which Interconnection Customer proposes to interconnect or otherwise integrate the operation of the Generating Facility. Transmission Owner should be read to include

any Independent Transmission Company that manages the transmission facilities of Transmission Owner and shall include, as applicable, the owner and/or operator of distribution facilities interconnected to the Transmission System, over which facilities transmission service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer requests Interconnection Service and to which Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce.

Transmission Provider shall mean the Midcontinent Independent System Operator, Inc. ("MISO"), the Regional Transmission Organization that controls or operates the transmission facilities of its transmission-owning members used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff.

Transmission Owner's Interconnection Facilities (TOIF) shall mean all facilities and equipment owned by Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this GIA, 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, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned by Transmission Owner and controlled or operated by Transmission Provider or Transmission Owner that are used to provide Transmission Service (including HVDC Service) or Wholesale Distribution Service under the Tariff.

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

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

Wholesale Distribution Service shall have that meaning as provided in the Tariff. Wherever the term "transmission delivery service" is used, Wholesale Distribution Service shall also be implied.

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

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

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of 30 years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter on the anniversary of the Effective Date.

2.3 Termination Procedures. This GIA may be terminated as follows:

2.3.1 Written Notice. This GIA may be terminated by Interconnection Customer after giving Transmission Provider and Transmission Owner ninety (90) Calendar Days advance written notice. This GIA shall be terminated by Transmission Provider if the Generating Facility or a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.4 of Attachment X, including any extension provided thereunder, or has ceased Commercial Operation for three (3) consecutive years, beginning with the last date of Commercial Operation for the Generating Facility, after giving Interconnection Customer ninety (90) Calendar Days advance written notice. Where only a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.4 of Attachment X, including any extension provided thereunder, Transmission Provider shall only terminate that portion of the GIA. Notwithstanding the foregoing, in the limited circumstance that the Interconnection Request is served by a contingent Network Upgrade with an in-service date that is farther out than the Commercial Operation Date permitted under Section 4.4.4 of Attachment X, Transmission Provider shall only terminate this GIA for failure to achieve Commercial Operation by that later in-service date of the contingent Network Upgrade. The Generating Facility will not be deemed to have ceased Commercial Operation for purposes of this Article 2.3.1 if Interconnection Customer can document that it has taken other significant steps to maintain or restore operational readiness of the Generating Facility for the purpose of returning the Generating Facility to Commercial Operation as soon as possible.

2.3.1.1 Surplus Interconnection Service. Where this GIA provides for Surplus Interconnection Service and the Energy Displacement Agreement or the Monitoring and Consent Agreement required for Surplus Interconnection Service are no longer in effect, Interconnection Customer shall immediately cease Commercial Operation of the Generating Facility and this GIA shall be deemed terminated. In the event that the Existing Generating Facility retires and/or permanently ceases commercial

operation, the Surplus Interconnection Service provided under this GIA shall terminate except as provided in Section 3.3.1.3 of the GIP.

2.3.2 Default. Any Party may terminate this GIA 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 GIA, if required, which notice has been accepted for filing by FERC.

2.4 Termination Costs. If a Party elects to terminate this GIA pursuant to Article 2.3 above, each Party shall pay all costs incurred for which that Party is responsible (including any cancellation costs relating to orders or contracts for Interconnection Facilities, applicable upgrades, and related equipment) or charges assessed by the other Parties, as of the date of the other Parties' receipt of such notice of termination, under this GIA. In the event that this GIA is terminated by Interconnection Customer, Interconnection Customer is responsible for all financial impact that is caused as a result of this termination or the termination of Interconnection Customer's FCA(s) or MPFCA(s), such financial impact being determined through the financial impact analysis performed in accordance with Section 7.8 of Attachment X. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades, Generator Upgrades, and if so determined and made a part of this GIA, upgrades on Affected Systems, that have not yet been constructed or installed, Transmission Owner shall to the extent possible and to the extent of Interconnection Customer's written notice under Article 2.3.1, 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 or upgrades not yet constructed, Transmission Owner shall promptly transfer such amounts to Transmission Provider, less any costs, including penalties incurred by Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts. Transmission Provider will perform a financial impact analysis in accordance with Section 7.8 of Attachment X to determine the amount that should be refunded to Interconnection Customer. Transmission Provider shall

refund such remaining amounts to Interconnection Customer, less any financial impact caused by the termination of this GIA or Interconnection Customer's FCA(s) or MPFCA(s), as determined through the analysis performed in accordance with Section 7.8 of Attachment X. If Interconnection Customer made its payment(s) through a letter of credit, surety bond, or parental guarantee, Transmission Owner will draw against that letter of credit, surety bond, or parental guarantee in an amount determined through the analysis performed in accordance with Section 7.8 of Attachment X, and transfer that amount to Transmission Provider, unless Interconnection Customer funds the financial impact through another means.

If an Interconnection Customer terminates this GIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any upgrades or related equipment 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. If Transmission Owner does not so elect, then Interconnection Customer shall be responsible for such costs.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation, reconfiguration or other disposition or retirement of such materials, equipment, or facilities, and such other expenses actually incurred by Transmission Owner necessary to return the Transmission, Distribution or Generator System, as applicable, to safe and reliable operation.

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

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

Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

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

ARTICLE 4. SCOPE OF SERVICE

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

Check: _____ NZ or ____ ER and/or X NR (See Appendix A for details)

4.1.1 Energy Resource Interconnection Service (ER Interconnection Service).

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

An Interconnection Customer seeking ER Interconnection Service for new or added capacity at a Generating Facility may be granted conditional ER Interconnection Service status to the extent there is such capacity available on the Transmission System to accommodate the Interconnection Customer's Generating Facility. At the request of Interconnection Customer, conditional ER Interconnection Service status may be granted subject to the system being able to accommodate the interconnection without upgrades, until such time as a higher queued project(s) with a later service date affecting the same common elements is placed into service. The conditional ER Interconnection Service shall be terminated in the event Interconnection Customer fails to fund the necessary studies and the Network Upgrades necessary to grant the Interconnection Customer's ER Interconnection Service upon the completion of higher queued projects involving the same common elements.

4.1.1.2 Transmission Delivery Service Implications. Under ER Interconnection Service, Interconnection Customer will be eligible to inject power from the Generating Facility into and deliver power across the Transmission System on an "as available" basis up to the amount of MW identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for ER Interconnection Service have been constructed. After that date FERC makes effective MISO's Energy Market Tariff filed in Docket No. ER04-691-000, Interconnection Customer may place a bid to sell into the market up to the maximum identified Generating Facility output, subject to any conditions specified in the Interconnection Service approval, and the Generating Facility will be dispatched to the extent the Interconnection Customer's bid clears. In all other instances, no transmission or other delivery service from the 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 the 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 Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of the Tariff. The Interconnection Customer's ability to inject its Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of the Transmission or Distribution System as applicable, 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 or Distribution Upgrades.

4.1.2 Network Resource Interconnection Service (NR Interconnection Service).

4.1.2.1 The Product. Transmission Provider must conduct the necessary studies and Transmission Owner shall construct the facilities identified in Appendix A of this GIA, subject to the approval of Governmental Authorities, needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource.

4.1.2.2 Transmission Delivery Service Implications. NR Interconnection Service allows the Generating Facility to be designated by any Network Customer under the Tariff on the Transmission System as a Network Resource, up to the Generating Facility's full output, on the same basis as existing Network Resources that are interconnected to the Transmission or Distribution System, as applicable, and to be studied as

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

NR Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Generating Facility to any particular load on the Transmission System without incurring congestion costs. In the event of transmission or distribution constraints on the Transmission or Distribution System, as applicable, the Generating Facility shall be subject to the applicable congestion management procedures in the 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 the Generating Facility be designated as a Network Resource by a Network Customer or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Generating Facility as a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining NR Interconnection Service, any future Transmission Service request for delivery from the Generating Facility within the Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Generating Facility be undertaken, regardless of whether such Generating Facility is

ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Generating Facility. To the extent Interconnection Customer enters into an arrangement for long term Transmission Service for deliveries from the Generating Facility to customers other than the studied Network Customers, or for any Point-To-Point Transmission Service, such request may require additional studies and upgrades in order for Transmission Provider to grant such request. However, the reduction or elimination of congestion or redispatch costs may require additional studies and the construction of additional upgrades.

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

4.1.2.3 Conditional NR Interconnection Service. An Interconnection Customer seeking NR Interconnection Service for new or added capacity at a Generating Facility may be granted conditional NR Interconnection Service status to the extent there is such capacity available on the Transmission System to accommodate the Interconnection Customer's Generating Facility. At the request of Interconnection Customer, conditional NR Interconnection Service status may be granted subject to the system being able to accommodate the interconnection without upgrades, until such time as higher queued project(s) with a later service date affecting the same common elements is placed into service. The conditional NR Interconnection Service status may be converted to ER Interconnection Service if either of the following occurs:

1) Interconnection Customer fails to fund necessary studies and Network Upgrades required to allow the Interconnection Customer's Generating Facility to receive NR Interconnection Service upon the completion of higher queued projects involving the same common elements; or

2) The higher queued project(s) or planned and required Network Upgrades are placed in service and the Network Upgrades required to provide NR Interconnection Service status to the Interconnection Customer's Generating Facility are not in service.

In the event Interconnection Customer fails to fund the necessary studies and Network Upgrades for NR Interconnection Service, the Interconnection Customer's conditional NR Interconnection Service status shall be converted to ER Interconnection Service status unless Interconnection Customer makes a new Interconnection Request. Such

new Interconnection Request shall be evaluated in accordance with the GIP and its new queue position.

Some or all of the conditional NR Interconnection Service status may be temporarily revoked if the Network Upgrades are not in service when the higher queued project(s) are placed in service. The availability of conditional NR Interconnection Service status will be determined by Transmission Provider's studies. Upon funding and completion of the Network Upgrades required to establish the Generating Facility's NR Interconnection Service status, the Generating Facility will be granted NR Interconnection Service status.

The Parties agree that the portion of the Generating Facility classified as NR Interconnection Service is the first portion of the output of the combined output of all the units at the Generating Facility except in circumstances where Interconnection Customer otherwise elects this GIA, as amended, to allocate that portion to the output of specific unit(s) at the Generating Facility, the total of which will not exceed the output eligible for NR Interconnection Service as shown by the additional studies. To the extent Interconnection Customer desires to obtain NR Interconnection Service for any portion of the Generating Facility in addition to that supported by such additional studies, Interconnection Customer will be required to request such additional NR Interconnection Service through a separate Interconnection Request in accordance with the GIP.

4.1.3 Surplus Interconnection Service.

4.1.3.1 The Product. Surplus Interconnection Service is restricted Interconnection Service that allows an Interconnection Customer to increase the gross generating capability at the same Point of Interconnection of an Existing Generating Facility without increasing the total amount of Interconnection Service at the Point of Interconnection.

4.1.3.2 Transmission Delivery Service Implications. Surplus Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery.

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

4.3 Performance Standards. Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice. To the extent a Party is required or prevented or limited in taking any action by such regulations and standards, or if the obligations of any Party may become limited by a change in Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice after the execution of this GIA, that

Party shall not be deemed to be in Breach of this GIA for its compliance therewith. The Party so limited shall notify the other Parties whereupon Transmission Provider shall amend this GIA in concurrence with the other Parties and submit the amendment to the Commission for approval.

4.4 No Transmission Delivery Service. The execution of this GIA does not constitute a request for, or the provision of, any transmission delivery service under the Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.5 Interconnection Customer Provided Services. The services provided by Interconnection Customer under this GIA are set forth in Article 9.6 and Article 13.4.1. Interconnection Customer shall be paid for such services in accordance with Article 11.7.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

5.1 Options. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select: 1) the In-Service Date, Initial Synchronization Date, and Commercial Operation Date based on a reasonable construction schedule that will allow sufficient time for design, construction, equipment procurement, and permit acquisition of Transmission System equipment or right-of-way; and 2) either the Standard Option or Alternate Option set forth below and such dates and selected option shall be set forth in Appendix B. If the dates designated by Interconnection Customer are not acceptable to Transmission Owner, Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to Transmission Owner, the Interconnection Customer shall notify Transmission Owner within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.

5.1.1 Standard Option. Transmission Owner shall design, procure, and construct the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades, and Generator Upgrades using Reasonable Efforts to complete the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades and Generator Upgrades by the dates set forth in Appendix B, Milestones, subject to the receipt of all approvals required from Governmental Authorities and the receipt of all land rights necessary to commence construction of such facilities, and such other permits or authorizations as may be required. Transmission Provider or 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, Applicable Laws and Regulations and Good Utility Practice. In the event Transmission Owner reasonably expects that it will not be able to complete the Transmission Owner's Interconnection Facilities, Network Upgrades, System

Protection Facilities, Distribution Upgrades and Generator Upgrades by the specified dates, Transmission Owner shall promptly provide written notice to Interconnection Customer and Transmission Provider 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 Transmission Provider and Transmission Owner, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and Transmission Owner shall assume responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities by the designated dates.

If Transmission Owner subsequently fails to complete the 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 Calendar Day that Transmission Provider refuses to grant clearances to install equipment.

Transmission Owner and Interconnection Customer may adopt an incentive payment schedule that is mutually agreeable to encourage Transmission Owner to meet specified accelerated dates. Such payment by Interconnection Customer is not subject to refund.

5.1.3 Option to Build. Pursuant to Section 7.3.2.5 & 7.3.3.5 of the GIP, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades by the dates originally designated by Interconnection Customer under Article 5.1.2. The Parties 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 the dates designated by Interconnection Customer pursuant to Article 5.1 are not acceptable to Transmission Owner, the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives, or the procurement and construction of all facilities other than Transmission Owner's

Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.3). If the Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article 5.1.1 (Standard Option), Transmission Owner shall assume responsibility for the design, procurement and construction of all facilities other than Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer has elected to exercise the Option to Build.

Transmission Owner and Interconnection Customer may adopt an incentive payment schedule that is mutually agreeable to encourage Transmission Owner to meet specified accelerated dates. Such payment by Interconnection Customer is not subject to refund.

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades after receipt of all required approvals from Governmental Authorities necessary to commence construction,

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

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

(3) Transmission Provider, at Transmission Provider's option, and Transmission Owner shall be entitled to review and approve the engineering design, equipment acceptance tests(including witnessing of acceptance tests), and the construction (including monitoring of construction) of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall have the right to reject any design, procurement, construction or acceptance test of any equipment that does not meet the standards and specifications of Transmission Provider, Transmission Owner and any Governmental Authority;

(4) prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider and Transmission Owner a schedule for construction of the Transmission Owner's Interconnection Facilities and Stand

Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider and Transmission Owner;

(5) at any time during construction, Transmission Provider and Transmission Owner shall have unrestricted access to the construction site for the 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 the 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 the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to meet the standards and specifications provided by Transmission Provider and Transmission Owner;

(7) Interconnection Customer shall indemnify Transmission Provider and Transmission Owner for claims arising from the Interconnection Customer's construction of the 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 the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Owner;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Owner in accordance with Appendix B;

(10) Transmission Provider, at Transmission Provider's option, and Transmission Owner shall approve and accept for operation and maintenance the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2 only if the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades meet the standards and specifications of Transmission Provider, Transmission Owner and any Governmental Authority.

(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.

(12) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, Interconnection Customer shall pay Transmission Owner the agreed upon amount of [$ PLACEHOLDER] for Transmission Owner to execute the responsibilities enumerated to Transmission Owner under Article 5.2. Transmission Owner shall invoice Interconnection Customer for this total amount to be divided on a monthly basis pursuant to Article 12.

(13) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, and the Transmission Owner has elected to fund the costs of Network Upgrades pursuant to Article 11.3, then prior to Interconnection Customer incurring any construction costs relating to the Option to Build and by the date specified in Appendix B, Interconnection Customer shall invoice the Transmission Owner for the estimated amount to be expended by the Interconnection Customer to construct any Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build in accordance with Appendix B. The Transmission Owner shall be required to reimburse Interconnection Customer for the full amount of such invoiced costs by the date specified in Appendix B, which shall be prior to the date by which Interconnection Customer must make any construction payment for such Stand Alone Network Upgrades. After completion of the construction of Stand Alone Network Upgrades by the Interconnection Customer and by the date specified in Appendix B for the Interconnection Customer to transfer such Stand Alone Network Upgrades to the Transmission Owner, Interconnection Customer shall provide an invoice of the final cost of the construction of Stand Alone Upgrades and shall set forth such costs in sufficient detail to enable the Transmission Owner to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. In the event that the actual costs exceed the estimated costs previously invoiced by Interconnection Customer and paid by Transmission Owner, Transmission Owner shall pay to Interconnection Customer the difference between the amount previously paid and the actual costs within thirty (30) Calendar Days after receipt of a final construction invoice from Interconnection Customer. In the event that the actual costs are less than the estimated costs previously invoiced by Interconnection Customer and paid by Transmission Owner, Interconnection Customer shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii), to Transmission Owner any amount by which the actual payment by Transmission Owner for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. Following the transfer of the Stand Alone Network Upgrades from the Interconnection Customer to the Transmission Owner, the Interconnection Customer shall make payments for such facilities to the Transmission Owner pursuant to an agreement between and among the Parties.

5.3 Liquidated Damages. The actual damages to Interconnection Customer, in the event the Transmission Owner's Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission

Provider and 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 the Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of the 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 the Transmission Owner's Interconnection Facilities and Network Upgrades for which Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Transmission Owner to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this GIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for the Generating Facility's Trial Operation or to export power from the Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of the Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for Generating Facility's Trial Operation or to export power from the Generating Facility, but for Transmission Owner's delay; (2) the Transmission Owner's failure to meet the specified dates is the result of the action or inaction of Transmission Provider, Interconnection Customer or any other earlier queued Interconnection Customer who has entered into an earlier GIA with Transmission Provider and/or a Transmission Owner or with an Affected System Operator, or any cause beyond Transmission Owner's reasonable control or reasonable ability to cure;
(3) Interconnection Customer has assumed responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; (4) the delay is due to the inability of Transmission Owner to obtain all required approvals from Governmental Authorities in a timely manner for the construction of any element of the Interconnection Facilities, Network Upgrades or Stand Alone Network Upgrades, or any other permit or authorization required, or any land rights or other private authorizations that may be required, and Transmission Owner has exercised Reasonable Efforts in procuring such approvals, permits, rights or authorizations; or (5) the Parties have otherwise agreed.

5.4 Power System Stabilizers. Interconnection Customer shall procure, install, maintain and operate power system stabilizers in accordance with the guidelines and procedures

established by the Applicable Reliability Council. Transmission Provider and Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed power system stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's power system stabilizers are removed from service or are not capable of automatic operation, Interconnection Customer shall immediately notify the Transmission Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to induction generators.

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

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

5.5.2 Where applicable, Interconnection Customer has provided security to Transmission Owner in accordance with Article 11.6 by the dates specified in Appendix B, Milestones.

5.6 Construction Commencement. Transmission Owner shall commence construction of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades, and Generator 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; and

5.6.2 Where applicable, Interconnection Customer has provided security to Transmission Owner in accordance with Article 11.6 by the dates specified in Appendix B, Milestones.

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

Upgrades or Transmission Owner's System Protection Facilities will be required. Transmission Owner may delay the In-Service Date of its facilities accordingly.

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 Interconnection Facilities and compatibility of the Interconnection Facilities with the Transmission System or Distribution System, as applicable, and shall work diligently and in good faith to make any necessary design changes.

5.9 Other Interconnection Options.

5.9.1 Limited Operation. If any of the Transmission Owner's Interconnection Facilities, Network Upgrades, or Transmission Owner's System Protection Facilities, Distribution Upgrades or Generator Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades or Generator Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Transmission Provider and Transmission Owner shall permit Interconnection Customer to operate the Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies; provided, however, such studies reveal that such operation may occur without detriment to the Transmission System as then configured and in accordance with the safety requirements of Transmission Owner and any Governmental Authority.

The maximum permissible output of the Generating Facility will be updated on a quarterly basis if the Network Upgrades necessary for the interconnection of the Generating Facility pursuant to this GIA are not in service within six (6) months following the Commercial Operation Date of the Generating Facility as specified in Appendix B of this GIA. These quarterly studies will be performed using the same methodology set forth in Section 11.5 of the GIP. These quarterly updates will end when all Network Upgrades necessary for the interconnection of the Generating Facility pursuant to this GIA are in service.

5.9.2 Provisional Interconnection Service.
Upon the request of Interconnection Customer, and prior to completion of requisite Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities Transmission Provider may execute a Provisional Generator Interconnection Agreement or Interconnection Customer may request the filing of an unexecuted Provisional Generator Interconnection Agreement with the Interconnection Customer for limited interconnection service at the

discretion of Transmission Provider based upon an evaluation that will consider the results of available studies. Transmission Provider shall determine, through available studies or additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects without modifications to the Generating Facility or Transmission Provider's system. Transmission Provider shall determine whether any Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities that are necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of a new, modified and/or expanded Generating Facility are in place prior to the commencement of interconnection service from the Generating Facility. Where available studies indicate that such Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities that are required for the interconnection of a new, modified and/or expanded Generating Facility are not currently in place, Transmission Provider will perform a study, at the Interconnection Customer's expense, to confirm the facilities that are required for Provisional Interconnection Service. The maximum permissible output of the Generating Facility in the Provisional Generator Interconnection Agreement shall be studied and updated on a quarterly basis. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Generator Interconnection Agreement and the Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

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

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

5.10.2 Transmission Provider's and Transmission Owner's Review. Transmission Provider's and Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing

a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider and 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 Provider and 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 Provider and Transmission Owner "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. Interconnection Customer shall provide Transmission Provider and Transmission Owner with Interconnection Customer's specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Transmission Owner's Interconnection Facilities Construction. The 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 Transmission Provider (if requested) and Interconnection Customer the "as-built" drawings, information and documents for the Transmission Owner's Interconnection Facilities specified in Appendix C to this GIA.

Such drawings, information and documents shall be deemed Confidential Information.

Upon completion, the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall be under the control of Transmission Provider or its designated representative.

5.12 Access Rights. Upon reasonable notice 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 Generating Facility with the Transmission System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners. If any part of the Transmission Owner's Interconnection Facilities, Network Upgrades, and/or Distribution 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 to the extent permitted and consistent with Applicable Laws and Regulations and, to the extent consistent with such Applicable Laws and Regulations, 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 the Transmission Owner's Interconnection Facilities, Network Upgrades and/or Distribution Upgrades upon such property.

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

5.15 Early Construction of Base Case Facilities. (Includes facilities required for all queued projects with interconnection agreements).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, Transmission Owner's System Protection Facilities or Distribution Upgrades required for Interconnection Customer to be interconnected to the Transmission or Distribution System, as applicable, which are included in the Base Case of the Interconnection Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer with a prior GIA, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. Any such Network Upgrades, System Protection Facilities or Distribution Upgrades are included in the facilities to be constructed and as set forth in Appendix A to this GIA to the extent they are reasonably known.

5.16 Suspension.

5.16.1 Interconnection Customer's Right to Suspend for Force Majeure Event; Obligations. Provided that such suspension is permissible under the authorizations, permits or approvals granted for the construction of such Interconnection Facilities, Network Upgrades or Stand Alone Network Upgrades, Interconnection Customer will not suspend unless a Force Majeure event occurs.

Interconnection Customer must provide written notice of its request for suspension to Transmission Provider and Transmission Owner, and provide a description of the Force Majeure event that is acceptable to Transmission Provider. Suspension will only apply to Interconnection Customer milestones and Interconnection Facilities described in the Appendices of this GIA. Prior to suspension, Interconnection Customer must also provide security acceptable to Transmission Owner, equivalent to the higher of $5 million or the total cost of all Network Upgrades, Transmission Owner's System Protection Facilities, and Distribution Upgrades listed in Appendix A of this GIA. Network Upgrades and Transmission Owner's Interconnection Facilities will be constructed on the schedule described in the Appendices of this GIA unless: (1) construction is prevented by the order of a Governmental Authority; (2) the Network Upgrades are not needed by any other project; or (3) Transmission Owner or Transmission Provider determines that a Force Majeure event prevents construction. In the event of (1), (2), or (3) security shall be released upon the determination that the Network Upgrades will no longer be constructed.

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

Transmission Provider and Transmission Owner shall each invoice Interconnection Customer for such costs pursuant to Article 12 and shall use Reasonable Efforts to minimize its costs. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this

Article 5.16, and has not requested Transmission Owner to recommence the work required under this GIA on or before the expiration of three (3) years following commencement of such suspension, this GIA 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 Provider, if no effective date is specified.

5.16.2 Effect of Missed Interconnection Customer Milestones. If Interconnection Customer fails to provide notice of suspension pursuant to Article 5.16, and Interconnection Customer fails to fulfill or complete any Interconnection Customer Milestone provided in Appendix B ("Milestone"), this constitutes a Breach under this GIA. Depending upon the consequences of the Breach and effectiveness of the cure pursuant to Article 17, the Transmission Owners' Milestones may be revised, following consultation with Interconnection Customer, consistent with Reasonable Efforts, and in consideration of all relevant circumstances. Parties shall employ Reasonable Efforts to maintain their remaining respective Milestones.

5.16.3 Effect of Suspension; Parties Obligations. In the event that Interconnection Customer suspends work pursuant to this Article 5.16, no construction duration, timelines and schedules set forth in Appendix B shall be suspended during the period of suspension unless ordered by a Governmental Authority, with such order being the Force Majeure event causing the suspension. Should Interconnection Customer request that work be recommenced, Transmission Owner shall be obligated to proceed with Reasonable Efforts and in consideration of all relevant circumstances including regional outage schedules, construction availability and material procurement in performing the work as described in Appendix A and Appendix B. Transmission Owner will provide Interconnection Customer with a revised schedule for the design, procurement, construction, installation and testing of the Transmission Owner's Interconnection Facilities and Network Upgrades. Upon any suspension by Interconnection Customer pursuant to Article 5.16, Interconnection Customer shall be responsible for only those costs specified in this Article 5.16.

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 the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades and Generator 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. To the extent that Transmission Owner is a limited liability company and not a corporation, and has elected to be taxed as a partnership, then the following shall apply: Transmission

Owner represents, and the Parties acknowledge, that Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Interconnection Customer to Transmission Owner for Network Upgrades is to be treated as an upfront payment in accordance with Rev Proc 2005-35. It is anticipated by the parties that any amounts paid by Interconnection Customer to Transmission Owner for Network Upgrades will be reimbursed to Interconnection Customer in accordance with the terms of this GIA, provided Interconnection Customer fulfills its obligations under this GIA.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2016-36, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Owner for the 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 the Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 2016-36, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 2016-36. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

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

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

Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Owner to report payments or property as income subject to taxation; provided, however, that Transmission Owner may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences or 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, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades, an amount equal to (1) the current taxes imposed on Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Owner's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Owner's anticipated tax depreciation deductions as

a result of such payments or property transfers by Transmission Owner's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: (Current Tax Rate x (Gross Income Amount – Present Value of Tax Depreciation))/(1-Current Tax Rate). Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

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

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

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Owner retains ownership of the Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution 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 shall file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

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

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

Transmission Owner shall promptly refund to Interconnection Customer the following:

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 18 C.F.R. Section 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 the Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave both 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 shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Owner for which Interconnection Customer may be required to reimburse Transmission Owner under the terms of this GIA. Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Owner for such taxes until they are

assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Owner.

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

5.19 Modification.

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

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

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

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned the costs of any additions, modifications, or replacements that Transmission Owner makes to the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades, or the Transmission or Distribution System, as applicable, to

facilitate the interconnection of a third party to the Transmission Owner's Interconnection Facilities or the Transmission or Distribution System, as applicable, or to provide transmission service to a third party under the Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the 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 the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities and Distribution Upgrades, and Interconnection Customer shall test each electric production device at the Generating Facility, Interconnection Customer's System Protection Facilities, including control equipment to limit injection at the POI to the level of Interconnection Service set forth in Appendix A and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Transmission Owner and Interconnection Customer shall make any modifications to their respective facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.

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

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

6.4 Right to Inspect. Each Party shall have the right, but shall have no obligation to: (i) observe Transmission Owner's and Interconnection Customer's tests and/or inspection of any of their respective System Protection Facilities and other protective equipment, including power system stabilizers and control equipment; (ii) review the settings of the System Protection Facilities and other protective equipment; and (iii) review the 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 Parties. The exercise or non-exercise 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 GIA.

ARTICLE 7. METERING

7.1 General. Each Party shall comply with the Applicable Reliability Council requirements. Unless the Interconnection Customer is utilizing shared Interconnection Customer Interconnection Facilities, or unless otherwise agreed by the Parties, Transmission Owner, at its election, or otherwise Interconnection Customer, shall install Metering Equipment (the "Metering Party") at the Point of Interconnection prior to any operation of the Generating Facility. Transmission Owner, at its election, or otherwise Interconnection Customer shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at the Metering Party's option, compensated to, the Point of Interconnection. If Interconnection Customer will share Interconnection Facilities with any other projects, Interconnection Customer shall install Metering Equipment either on its own Generating Facility or its own non-shared facilities sufficient to measure the output of such Interconnection Customer's Generating Facility separately from any other Generating Facilities with which it will share Interconnection Facilities. The Metering Party shall provide metering quantities, in analog and/or digital form, to the other Parties 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 the Metering Equipment owned by the Metering Party. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Transmission Provider, Transmission Owner or their designees. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

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

7.4 Testing of Metering Equipment. The Metering Party shall inspect and test Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by a Party, the Metering Party shall, at the requesting Party's expense, inspect or test Metering Equipment more frequently than every two (2) years. The Metering Party

shall give reasonable notice to the other Parties of the time when any inspection or test shall take place, and the other Parties 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 the Metering Party's failure to maintain, then the Metering Party 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 (2%) from the measurement made by the standard meter used in the test, the Metering Party 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 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 Provider and Transmission Owner and one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Generating Facility to the Point of Interconnection.

ARTICLE 8. COMMUNICATIONS

8.1 Interconnection Customer Obligations. Interconnection Customer shall maintain satisfactory operating communications with Transmission Provider's Transmission System dispatcher or representative designated by Transmission Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by and at the cost of 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.

Unless the Generating Facility is an Intermittent Resource not relying on wind or solar as a fuel source, Interconnection Customer shall install communication and control equipment such that the Generating Facility can receive and respond to the appropriate dispatch signals while operating under the Tariff. Where applicable, the requirements of the communication and control equipment will be enumerated in Appendix C to this GIA.

8.2 Remote Terminal Unit (RTU). Prior to the Initial Synchronization Date of the Generating Facility, a remote terminal unit, or equivalent data collection and transfer equipment acceptable to both 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 and Transmission Provider 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 and Transmission Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider and Transmission Owner.

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

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

8.4 Provision of Data from a Variable Energy Resource. The Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to the Transmission Provider to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The Interconnection Customer with a Variable Energy Resource having wind as the energy source will, upon request by the Transmission Provider, be required to provide the Transmission Provider 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 will, upon request by the Transmission Provider, be required to provide the Transmission Provider with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The Transmission Provider and Interconnection Customer whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. The Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to the Transmission Provider regarding all forced outages to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the Transmission Provider, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting

employed by the Transmission Provider. Data requirements for meteorological and forced outage data will be negotiated by the Transmission Provider and the Interconnection Customer, and will be set forth in Appendix C, Interconnection Details, of this GIA.

ARTICLE 9. OPERATIONS

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

9.2 Local Balancing Authority Notification. At least three (3) months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider and Transmission Owner in writing of the Local Balancing Authority in which the Generating Facility will be located. If Interconnection Customer elects to locate the Generating Facility through dynamic metering/scheduling in a Local Balancing Authority other than the Local Balancing Authority in which the Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this GIA, and remote Local Balancing Authority generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Generating Facility in the other Local Balancing Authority.

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

9.4 Interconnection Customer Obligations. Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. The Generating Facility must be operated in accordance with the operating limits, if any, in the Interconnection Facilities Study and specified in Appendix C of this GIA. Interconnection Customer shall operate the Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of Transmission Provider or its designated Local Balancing Authority Operator of which the Generating Facility is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Any Party may request that a Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA.

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

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. Interconnection Customer shall design the Generating Facility to be capable of maintaining a composite power delivery at continuous rated power output at the Point of Interconnection at all power factors over 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Local Balancing Authority on a comparable basis. The applicable Local Balancing Authority power factor requirements are listed on the Transmission Provider's website at

https://cdn.misoenergy.org/Reactive_Generator_Requirements108137.pdf

and may be referenced in the Appendices to this GIA. The Generating Facility shall be capable of continuous dynamic operation throughout the power factor design range as measured at the Point of Interconnection. Such operation shall account for the net effect of all energy production devices on the Interconnection Customer's side of the Point of Interconnection.

9.6.1.2 Non-Synchronous Generation. Interconnection Customer shall design the Generating Facility to be capable of maintaining a composite power delivery at continuous rated power output at the high-side of the generator substation at all power factors over 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all non-synchronous generators in the Local Balancing Authority on a comparable basis. The applicable Local Balancing Authority power factor requirements are listed on the Transmission Provider's website at

https://cdn.misoenergy.org/Reactive_Generator_Requirements108137.pdf

and may be referenced in the Appendices to this GIA. 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 completed a System Impact Study as of the effective date of the Final Rule establishing this requirement (Order No. 827). These requirements apply to existing non-synchronous generators making upgrades that require a new Generator

Interconnection Agreement only where the Transmission Provider's System Impact Study shows the need for reactive power as a result of an upgrade. If applicable, these requirements will be memorialized in Appendix C to this GIA.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Generating Facility to produce or absorb reactive power within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria), to maintain the output voltage or power factor at the Point of Interconnection as specified by Transmission Provider. Transmission Provider's voltage schedules shall treat all sources of reactive power in the Local Balancing Authority in an equitable and not unduly discriminatory manner. Transmission Provider shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) Calendar Day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission or Distribution System as applicable. Interconnection Customer shall operate the Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify Transmission Provider's system operator, or its designated representative.

9.6.2.1 Voltage Regulators. Whenever the Generating Facility is operated in parallel with the Transmission or Distribution System as applicable and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in automatic operation. If the Generating Facility's voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative, and ensure that such Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Generating Facility to disconnect automatically or instantaneously from the Transmission or Distribution System, as applicable, or trip any generating unit comprising the 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 Local Balancing Authority on a comparable basis.

9.6.3 Payment for Reactive Power. Payments for reactive power shall be pursuant to any tariff or rate schedule filed by Transmission Provider and approved by the FERC.

9.6.4 Primary Frequency Response. This Section 9.6.4 shall only apply in the event that the Interconnection Request for the Generating Facility completed Definitive Planning Phase Interconnection Customer Decision Point 2 after May 15, 2018.

Interconnection Customer shall ensure the primary frequency response capability of its Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based 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 Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Sections 9.6.4.1 and 9.6.4.2 of this GIA. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Generating Facilities.

9.6.4.1 Governor or Equivalent Controls. Whenever the Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband

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

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

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

9.6.4.4 Electric Storage Resources. Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C 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 GIA. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Section 9.6.4.2 of this GIA 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. Interconnection Customer and Transmission Owner may each in accordance with Good Utility Practice in coordination with the other Party and Transmission Provider remove from service any of its respective Interconnection Facilities, System Protection Facilities, Network Upgrades, System Protection Facilities or Distribution 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 notify one another and 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 Parties of such removal.

9.7.1.2 Outage Schedules. Transmission Provider shall post scheduled outages of transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Transmission Provider and Transmission Owner for a minimum of a rolling twenty-four (24) month period in accordance with the Transmission Provider's procedures. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability.

Transmission Provider shall compensate, pursuant to applicable Transmission Provider tariff or rate schedule, 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 the Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

Costs shall be determined by negotiation between Transmission Provider and Interconnection Customer prior to implementation of the voluntary change in outage schedules, or if such request is made by or on behalf of a Transmission Customer requesting firm service, costs and recovery of costs shall be determined through a bilateral agreement between the Transmission Customer and Interconnection Customer. Voluntary

changes to outage schedules under this Article 9.7.1.2 are separate from actions and compensation required under Article 13 and for which costs are recovered in accordance with Transmission Provider's applicable tariff or rate schedule.

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

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, Transmission Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider'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 or Distribution System, as applicable;

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

9.7.2.4 Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice, Transmission Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Transmission

Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer, Transmission Owner and Transmission Provider;

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

9.7.3 Under-Frequency, Over-Frequency, Under-Voltage, and Over-Voltage Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency or under-voltage system disturbance. Interconnection Customer shall implement under-frequency, over-frequency, under-voltage, and over-voltage relay set points for the Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Generating Facility response to frequency and/or voltage deviations of pre-determined magnitudes, including under-frequency, over-frequency, under-voltage, and over-voltage, shall be studied and coordinated with Transmission Provider in accordance with Good Utility Practice. The term "ride through" as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of under-frequency, over-frequency, under-voltage, and over-voltage 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 its System Protection Facilities as a part of the Generating Facility or the Interconnection Customer's Interconnection Facilities. Transmission Owner shall install at Interconnection Customer's expense any Transmission Owner's System Protection Facilities that may be required on the Transmission Owner's Interconnection Facilities or the Transmission Owner's transmission or distribution facilities as a result of the interconnection of the Generating Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 Interconnection Customer's and Transmission Owner's System Protection Facilities shall be designed and coordinated with Affected 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 the Generating Facility.

9.7.4.5 Each Party will test, operate and maintain their respective 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, Interconnection Customer or Transmission Owner, or their respective agents, 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, Interconnection Customer or Transmission Owner shall each perform both calibration and functional trip tests of their respective System Protection Facilities. These tests do not require the tripping of any in-service generating unit. These tests do, however, require that all protective relays and lockout contacts be activated.

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

9.7.6 Power Quality. Neither 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, and any applicable superseding electric industry standard, the applicable superseding electric industry standard shall control.

9.8 Switching and Tagging Rules. Prior to the Initial Synchronization Date, each Party shall provide the other Parties a copy of its switching and tagging rules that are applicable to the other Parties' 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 Other Parties.

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

9.9.2 Other Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld or delayed, to allow one or more Parties to use the 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 non-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 non-Party users based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all non-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 Dispute Resolution pursuant to Section 12 of the Tariff.

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

ARTICLE 10. MAINTENANCE

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

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

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

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

10.5 Operating and Maintenance Expenses. Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing Interconnection Service or Transmission Service to a non-Party and such non-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 to the extent required by Transmission Owner on a comparable basis.

ARTICLE 11. PERFORMANCE OBLIGATION

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

11.3 Network Upgrades, System Protection Facilities and Distribution Upgrades. Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, Transmission Owner's System Protection Facilities and Distribution Upgrades

described in Appendix A. Interconnection Customer shall be responsible for all costs related to Distribution Upgrades and/or Generator Upgrades. As required by Section 7.3.2.1 and 7.3.3.1 of Attachment X, Transmission Owner shall have provided Transmission Provider with written notice if Transmission Owner elects to fund the capital for the Network Upgrades and Transmission Owner's System Protection Facilities; otherwise, such facilities, if any, shall be solely funded by Interconnection Customer. In the event that the Transmission Owner elects to fund the capital costs of the Network Upgrades and/or Transmission Owner's System Protection Facilities, then the Parties shall enter into a Facilities Service Agreement. The Facilities Service Agreement shall take the form of the *pro forma* Facilities Service Agreement that is included as Appendix 14 of Attachment X to the MISO Tariff.

11.3.1 Contingencies Affecting Network Upgrades, System Protection Facilities and Distribution Upgrades**.** Network Upgrades, System Protection Facilities and Distribution Upgrades that are required to accommodate the Generating Facility may be modified because (1) a higher queued interconnection request withdrew or was deemed to have withdrawn, (2) the interconnection agreement associated with a higher queued interconnection request was terminated prior to the project's In-Service Date, (3) the Commercial Operation Date for a higher queued interconnection request is delayed, or the project itself is delayed (including due to suspension) such that facilities required to accommodate lower queued projects or the project itself may be altered, (4) the queue position is reinstated for a higher-queued interconnection request whose queue position was subject to dispute resolution, (5) changes occur in Transmission Provider or Transmission Owner equipment design standards or reliability criteria giving rise to the need for restudy, (6) the facilities required to accommodate a higher queued Interconnection Request were modified constituting a Material Modification pursuant to Section 4.4 of the GIP, (7) a GIA with an effective date prior to this GIA is terminated, (8) when ordered to restudy by FERC, or (9) the Network Upgrade Facilities Study for a Network Upgrade, which is to be included in this GIA, is completed after execution of this GIA. The higher queued Interconnection Requests that could impact the Network Upgrades, System Protection Facilities and Distribution Upgrades required to accommodate the Generating Facility, and possible Modifications that may result from the above listed events affecting the higher queued Interconnection Requests, to the extent such modifications are reasonably known and can be determined, and estimates of the costs associated with such required Network Upgrades, System Protection Facilities and Distribution Upgrades, are provided in Appendix A.

11.3.2 Agreement to Restudy and Cost Reallocation**.** In the event that one of the contingencies listed in Article 11.3.1 occurs, at any time before the Network Upgrades, Common Use Upgrades, Shared Network Upgrades, System Protection Facilities and/or Distribution Upgrades associated with higher queued Interconnection Requests with GIA in effect prior to this GIA are completed, Transmission Provider may determine, in its discretion, that a restudy is required. If a restudy is required, Transmission Provider will provide notice to

Interconnection Customer and Interconnection Customer agrees to enter into an Interconnection Study Agreement for such restudy. Transmission Provider will reevaluate the need for any Common Use Upgrade(s) and/or Shared Network Upgrade(s), and if still required, reallocate the cost and responsibility for any Common Use Upgrade and/or Shared Network Upgrade, without a restudy when possible, or with a restudy if the Transmission Provider deems it necessary in order to ensure reliability of the Transmission System. The Parties agree to amend Appendix A to this GIA in accordance with Article 30.10 to reflect the results of any cost reallocation required under this Article 11.3.2.

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

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to a cash repayment by Transmission Owner(s) and the Affected System Owner(s) that own the Network Upgrades, of the amount paid respectively to Transmission Owner and Affected System Operator, if any, for the Network Upgrades, as provided under Attachment FF of this Tariff and including any tax gross-up or other tax-related payments associated with the repayable portion of the Network Upgrades, and not repaid 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 non-usage sensitive portion of transmission charges, as payments are made under the Tariff and Affected System's Tariff for Transmission Services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19 (a)(2)(iii) from the date of any payment for Network Upgrades through the date on which Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interest shall not accrue during periods in which Interconnection Customer has suspended construction pursuant to Article 11 or the Network Upgrades have been determined not to be needed pursuant to this Article 11.4.1. Interconnection Customer may assign such repayment rights to any person.

If the Generating Facility is designated a Network Resource under the Tariff, or if there are otherwise no incremental payments for Transmission Service resulting from the use of the Generating Facility by Transmission Customer, and

in the absence of another mutually agreeable payment schedule any repayments provided under Attachment FF shall be established equal to the applicable rate for Firm Point-To-Point Transmission Service for the pricing zone where the Network Load is located multiplied by the portion of the demonstrated output of the Generating Facility designated as a Network Resource by the Network Customer(s) or in the absence of such designation, equal to the monthly firm single system-wide rate defined under Schedule 7 of the Tariff multiplied by the portion of the demonstrated output of the Generating Facility under contract to Network Customer(s) and consistent with studies pursuant to Section 3.2.2.2 of the GIP.

Notwithstanding the foregoing, as applicable and consistent with the provisions of Attachment FF of this Tariff, Interconnection Customer, Transmission Provider, 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 (5) 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 Generating Facility is installed in phases, the amount eligible for refund as each phase achieves Commercial Operation will be reduced by the proportional amount of generation capacity not yet installed. However, all facilities in Appendix A other than the Generating Facility shall be built without consideration for the phasing of the Generating Facility as though the entire Generating Facility will be placed in Commercial Operation for the full output or increased output of the Generating Facility constructed by Interconnection Customer under this GIA.

If the 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 remaining applicable amounts that may be refundable pursuant to Attachment FF of this Tariff that were advanced for the Network Upgrades on their respective systems as described above. Before any such reimbursement can occur, Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which the reimbursement must be made.

11.4.2 Special Provisions for Transmission Provider as an Affected System to be covered under Separate Agreements. When the Transmission Owner's Transmission or Distribution System (including for this Article 11.4.2 independent distribution systems connected to the Transmission System) is an Affected System for an interconnection in another electric system, Transmission Provider will coordinate the performance of Interconnection Studies with the other system. Transmission Provider will determine if any Network Upgrades or Distribution Upgrades, which may be required on the Transmission System as a result of the interconnection, would not have been needed but for the interconnection. Unless Transmission Owner provides, under the interconnection agreement between Interconnection Customer and the other system, for the repayment of amounts advanced to Transmission Provider or an impacted Transmission Owner for Network Upgrades, Interconnection Customer, Transmission Provider, and the impacted Transmission Owner(s) shall enter into an agreement that provides for such repayment by Transmission Owner(s) as directed by Transmission Provider. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the payment of refunds by the Affected System Operator.

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

11.5 Initial Payment. Interconnection Customer shall elect (and provide its election to the Transmission Provider within five days of the commencement of negotiation of the GIA pursuant to Section 11.2 of the GIP) to make either 1) an initial payment equal to twenty (20) percent of the total cost of Network Upgrades, Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades (if the In-Service Date is less than or equal to five (5) years of the initial payment date); or 2) an initial payment equal to ten (10) percent of the total cost of Network Upgrades, Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades (if the In-Service Date exceeds the initial payment date by more than five (5) years); or 3) the total cost of Network Upgrades, Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades in the form of security pursuant to Article 11.6. The initial payment shall be provided to Transmission Owner by Interconnection Customer pursuant to this Article 11.5 within the later of a) forty-five (45) Calendar Days of the execution of the GIA by all Parties, or b) forty-five (45) Calendar Days of acceptance by FERC if the GIA

is filed unexecuted and the payment is being protested by Interconnection Customer, or c) forty-five (45) Calendar Days of the filing if the GIA is filed unexecuted and the initial payment is not being protested by Interconnection Customer. If the Interconnection Customer made its milestone payments in the form of cash and the Interconnection Customer elects a cash initial payment, then the Transmission Provider shall transfer those funds to the Transmission Owner on the Interconnection Customer's behalf.

11.6 Provision of Security. Unless otherwise provided in Appendix B, at least forty-five (45) Calendar Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of an element, not otherwise funded under Article 11.5, of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Network Upgrades, Distribution Upgrades or Stand-Alone Network Upgrades, or at the request of Transmission Owner if regulatory approvals are required for the construction of such facilities, Interconnection Customer shall provide Transmission Owner, at Interconnection Customer's selection, 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 applicable costs and cost commitments, in addition to those funded under Article 11.5, required of the Party responsible for building the facilities pursuant to the construction schedule developed in Appendix B for designing, engineering, seeking regulatory approval from any Governmental Authority, constructing, procuring and installing the applicable portion of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Network Upgrades, Distribution Upgrades or Stand-Alone Network Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Owner for these purposes.

In addition:

11.6.1 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.

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

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

11.6.4 If the Shared Network Upgrade is not in service, Interconnection Customer will not be required to make a payment under Schedule 26-B until the Shared Network Upgrade is in service, but Interconnection Customer will provide, as applicable, an Irrevocable Letter of Credit to fund any Shared Network Upgrade pursuant to Attachment FF of the Tariff. The Irrevocable Letter of Credit shall

be in an amount sufficient to cover the Interconnection Customer's share of the applicable costs and cost commitments associated with the Shared Network Upgrades. Transmission Provider may periodically adjust the Interconnection Customer's share of the applicable costs and cost commitment of Shared Network Upgrades and may require Interconnection Customer to adjust the amount of the Irrevocable Letter of Credit accordingly.

11.7 Interconnection Customer Compensation. If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Article 13.4 of this GIA, Transmission Provider shall compensate Interconnection Customer in accordance with any tariff or rate schedule filed by Transmission Provider and approved by the FERC.

ARTICLE 12. INVOICE

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

12.2 Final Invoice. Within six (6) months after completion of the construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and the Network Upgrades, Transmission Owner shall provide an invoice of the final cost of the construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades 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, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii), 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 a Party will not constitute a waiver of any rights or claims that Party may have under this GIA.

12.4 Disputes. In the event of a billing dispute among the Parties, Transmission Provider shall continue to provide Interconnection Service under this GIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or 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 Provider may or, at Transmission Owner's request upon Interconnection Customer's failure to pay, Transmission Owner, shall 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 another Party shall pay the amount due with interest calculated in accord with the methodology set forth in 18 C.F.R. § 35.19a(a)(2)(iii).

ARTICLE 13. EMERGENCIES

13.1 Obligations. Each Party shall comply with the Emergency Condition procedures of Transmission Provider, NERC, the Applicable Reliability Council, and Applicable Laws and Regulations.

13.2 Notice. Transmission Provider or Transmission Owner shall notify the other Parties promptly when it becomes aware of an Emergency Condition that affects the Transmission Owner's Interconnection Facilities or the Transmission or Distribution System, as applicable, that may reasonably be expected to affect Interconnection Customer's operation of the Generating Facility or the Interconnection Customer's Interconnection Facilities.

Interconnection Customer shall notify Transmission Provider and Transmission Owner, which includes by definition if applicable, the operator of a Distribution System, promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission or Distribution System, as applicable, or the 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 Provider'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.

13.3 Immediate Action. Unless, in a Party's reasonable judgment, immediate action is required, the Party exercising such judgment shall notify and obtain the consent of the other Parties, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission or Distribution System, as applicable.

13.4 Transmission Provider and Transmission Owner Authority.

13.4.1 **General**. Transmission Provider or Transmission Owner may take whatever actions or inactions with regard to the Transmission System or the 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 the Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider or Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or the Interconnection Customer's Interconnection Facilities. Transmission Provider or Transmission Owner may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 13.4.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's or Transmission Owner's operating instructions concerning Generating Facility real power and reactive power output within the manufacturer's design limitations of the Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

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

13.5 **Interconnection Customer Authority**. Consistent with Good Utility Practice and this GIA and the GIP, Interconnection Customer may take whatever actions or inactions with

regard to the Generating Facility or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or the 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 the Transmission Owner's Interconnection Facilities. Transmission Provider and Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.6 Limited Liability. Except as otherwise provided in Article 11.6 of this GIA, no Party shall be liable to any 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.

13.7 Audit. In accordance with Article 25.3, any Party may audit the performance of another Party when that Party declared an Emergency Condition.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

14.1 Regulatory Requirements. Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek, and if necessary assist the other Party and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 2005, 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 GIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

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

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

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by any Party to the other Parties and any instrument required or

permitted to be tendered or delivered by a Party in writing to the other Parties 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.

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

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

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

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

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 A Party shall not be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4 and 5), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone, facsimile or email 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 Reasonable Efforts to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default

17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this GIA or the result of an act or omission of another Party. Upon a Breach, the non-Breaching Party or Parties shall give written notice of such Breach to the Breaching Party with a copy to the other Party if one Party gives notice of such Breach. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach 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 Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Termination. If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party or Parties shall terminate this GIA, subject to Article 2.3.2 of this GIA, by written notice to the Breaching Party, with a copy to the other Party if one Party gives notice of termination, and be relieved of any further obligation hereunder and, whether or not that Party(ies) terminates this GIA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is (they are) entitled at law or in equity. The provisions of this Article will survive termination of this GIA.

17.1.3 Cross-Default. Pursuant to Article 11.3 of this GIA, the Parties shall enter into a Facilities Service Agreement if the Transmission Owner has elected to fund the capital for the Network Upgrades and/or Transmission Owner's System Protection Facilities. Notwithstanding anything to the contrary contained in this GIA, a breach by Interconnection Customer of any provision, covenant, or other term or condition contained in the Facilities Service Agreement shall be considered a breach under this GIA. Such breach shall be subject to the terms of Article 17 of this GIA. If a default under this GIA results from the Interconnection Customer's breach of the Facilities Service Agreement and subsequent failure to cure, the Transmission Owner and Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the Facilities Service Agreement and this GIA.

ARTICLE 18. LIMITATION OF LIABILITY, INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

18.1 Limitation of Liability. A Party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this GIA, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in this Tariff. The provisions set forth in

the Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this GIA, regardless of whether the obligation is preceded by a specific directive.

18.2 Indemnity. To the extent permitted by law, an Indemnifying Party shall at all times indemnify, defend and hold the other Parties harmless from Loss.

18.2.1 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Article 18 as a result of a claim by a non-Party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.2, to assume the defense of such claim, such Indemnified Party 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.

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

18.2.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party 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 18.2 may apply, the Indemnified Party 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 Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party 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 Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party 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 Party and its counsel, such action, suit or proceeding involves the potential

imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, 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 Party, which shall not be reasonably withheld, conditioned or delayed.

18.3 Consequential Damages. Other than the Liquidated Damages heretofore described, in no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided; however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.4 Insurance. Transmission Owner and Interconnection Customer shall, at their own expense, maintain in force throughout the period of this GIA pursuant to 18.4.9, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business or an approved surplus lines carrier in the state where the Point of Interconnection is located:

18.4.1 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.

18.4.2 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.

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

18.4.4 Excess Public Liability Insurance over and above the Employer's 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.

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

18.4.6 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.

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

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

18.4.9 As of the date set forth in Appendix B, Milestones, 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) Calendar Days thereafter, Interconnection Customer and Transmission Owner shall provide the other Party with certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.

18.4.10 Notwithstanding the foregoing, Transmission Owner or Interconnection Customer may self-insure to meet the minimum insurance requirements of Articles 18.4.1 through 18.4.8, to the extent it maintains a self-insurance program; provided that, Transmission Owner's or Interconnection Customer's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets minimum insurance requirements under Articles 18.4.1 through 18.4.8. For any period of time that a Transmission Owner's or Interconnection Customer'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 18.4.1 through 18.4.9. In the event that Transmission Owner or Interconnection Customer 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 18.4.9.

18.4.11 Transmission Owner and Interconnection Customer agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This GIA may be assigned by any Party only with the written consent of the other Parties; provided that a Party may assign this GIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of either Transmission Provider or Transmission Owner, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider 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 Provider of the date and particulars of any such exercise of assignment right(s), including providing Transmission Provider and Transmission Owner with proof that it meets the requirements of Article 11.5 and 18.4. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 **Severability**. If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any non-Party, but only if such non-Party is not acting at the direction of either Transmission Provider or 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 including such laws, rules and regulations of Governmental Authorities establishing standards of conduct, 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 a Party to another Party prior to the execution of this GIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 C.F.R. Section 388.113(c). Such confidentiality will be maintained in accordance with this Article 22.

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

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

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 non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this GIA; or (6) is required, in accordance with Article 22.1.7 of this GIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this GIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

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

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

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

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or

dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this GIA or its regulatory requirements.

22.1.7 Order of Disclosure. If a court or a 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 disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this GIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this GIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 22 shall survive such termination.

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 disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving 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 Breaching 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 § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this GIA, the Party shall provide the requested information to FERC or its staff,

within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR § 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 Parties to this GIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 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 disclosing Party claims is competitively sensitive, commercial or financial information under this GIA shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the receiving Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this GIA or as the Regional Transmission Organization or a Local Balancing Authority operator including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party who received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing 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 Parties, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect another 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 Parties copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

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

24.2 Information Submission by Transmission Provider and Transmission Owner The initial information submission by Transmission Provider to Interconnection Customer, with copy provided to Transmission Owner, shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission or Distribution System information, as applicable and available, necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis, Transmission Owner shall provide Interconnection Customer a status report on the construction and installation of Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades 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 to Transmission Provider, with copy to Transmission Owner, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit to Transmission Provider and Transmission Owner a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. It shall also include any additional information provided to Transmission Provider for the Interconnection Facilities Study. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by Transmission Provider and Interconnection Customer to develop and supply a standard model and associated information.

If the Interconnection Customer's data is materially different from what was originally provided to Transmission Provider pursuant to the Interconnection Study Agreement between Transmission Provider and Interconnection Customer, then Transmission Provider will conduct appropriate studies to determine the impact on the Transmission System based on the actual data submitted pursuant to this Article 24.3. Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with

any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice, such as an open circuit "step voltage" test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

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

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

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

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

25.2 Reporting of Non-Force Majeure Events. A Party (the "notifying Party") shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under

this Article shall not entitle any Party receiving such notification to allege a cause for anticipatory breach of this GIA.

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

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records. Accounts and records related to the design, engineering, procurement, and construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades 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 a Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) 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 (24) 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 Party or from whom the overpayment or underpayment is owed together with those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

26.1 General. Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided,

however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

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

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

ARTICLE 27. DISPUTES

27.1 Submission. In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this GIA or its performance, such Party (the "disputing Party") shall provide the other Parties 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 non-disputing Parties. 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 non-disputing Parties' receipt of the Notice of Dispute, such claim or dispute shall be submitted for resolution in accordance with the dispute resolution procedures of the Tariff.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

28.1.2 Authority**.** Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is

a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

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

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

ARTICLE 29. {RESERVED}

ARTICLE 30. MISCELLANEOUS

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

30.1.1 Reversion. If offered pursuant to an Agency Agreement under which this GIA is executed by Transmission Provider as agent for the relevant Transmission Owner, in the event that the relevant Agency Agreement terminates, any HVDC Service offered by Transmission Provider under this GIA shall revert to the relevant Transmission Owner and Transmission Provider shall be released from all obligations and responsibilities under this GIA.

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

30.3 Rules of Interpretation. This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if

applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including."

30.4 Entire Agreement. This GIA, including all Appendices and attachments 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 GIA. There are no other agreements, representations, warranties, or covenants, which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this GIA.

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

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

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

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

30.8 Multiple Counterparts. This GIA may be executed in 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 GIA by a written instrument duly executed by all of the Parties.

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

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

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

IN WITNESS WHEREOF, the Parties have executed this GIA in multiple originals; each of which shall constitute and be an original GIA among the Parties.

Transmission Provider
Midcontinent Independent System Operator, Inc.

By: _____

Name: Aubrey Johnson

Title: VP, System Planning & Competitive Development

DMK 05/23/2023

Transmission Owner
Big Rivers Electric Corporation

By: _____
Name: Nathan Berry
Title: Chief Operating Officer

Interconnection Customer
Weirs Creek Solar, LLC

By: _____
Name: Matthew S. Handel
Title: Vice President

APPENDICES TO GIA

Appendix A	Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades and Network Upgrade
Appendix B	Milestones
Appendix B-1	Pre-Certification Generation Test Notification Form
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 Non-synchronous Generating Facility
Appendix H	Interconnection Requirements for Provisional GIA
Appendix I	Requirements Applicable to Surplus Interconnection Service

Appendix A To GIA

Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades and Network Upgrade

1. Description of Generating Facility

Interconnection Customer shall install a 166 MVA facility, rated at 166 MW gross and 150 MW net, with all studies performed at or below these outputs. The Generating Facility is composed of forty-one (41) TMEIC inverter units in a solar farm, rated at 4.05 MVA each. Interconnection Service provided under this agreement is 150 MW of conditional ERIS that will become 150 MW of NRIS, upon completion of all Network Upgrades under this GIA and transmission assumptions listed in Table A10-1 of Exhibit A10.

Interconnection Customer shall install a switchyard with the appropriate protection equipment coordinated per Appendix C to this GIA. The Switchyard shall contain one (1) generator step-up transformer 161/34.5 kV 105/140/175 MVA, one (1) 161kV, 1200 A circuit breaker connected in series fashion as described in Exhibit A1.

The generating facility shall provide reactive compensation as necessary to meet the FERC Order 827.

2. Interconnection Facilities

(a) Point of Interconnection.

i. The Point of Interconnection shall be at the point within the new Transmission Owner's interconnection substation. The substation will be a 3-position breaker and-a-half configuration where the Transmission Owner's Interconnection Facilities connect to the Transmission Owner's system at the interconnection bus tap of each of the three phases of the Transmission Owner's 161 kV bus.

ii. The Point of Change of Ownership shall be where the Interconnection Customer's Interconnection Facilities connect to the dead-end structure associated with the 161 kV terminal of the Transmission Owner's Interconnection Substation.

iii. The Metering Point will be at the 161 kV terminal within the Transmission Owner's new interconnection substation. Transmission Owner will install the necessary potential and current transformers, as well as the meter at the Interconnection Customer's expense.

(b) Interconnection Facilities (including metering equipment) to be constructed by Interconnection Customer. Interconnection Customer shall construct Interconnection Customer Interconnection Facilities and are detailed in Exhibit A1. These facilities shall include:

- Approximately 1.5 miles of 161kV transmission line, 795 kcmil

- Project substation including one set 161kV line circuit breaker and associated line Surge Arrestor and disconnect switch, one main power transformer, 4 medium voltage feeder circuit breakers and associated disconnect switches and the associated auxiliary systems, instrument transformers and electric relay protection
- The IC substation will include a PV SCADA system and a data concentrator as required to manage the PV project and to send the required status and output data to the Transmission Owner and the Transmission Provider.

(c) Transmission Owner Interconnection Facilities to be constructed by Transmission Owner. Transmission Owner will install an entrance structure and a disconnect for the J1450 generator to connect to the bus at new Transmission Owner's 161kV Interconnection station.

- One (1) 161 kV structure required for the connection of the Interconnection Customer transmission lines
- One (1) disconnect switches rated 161 kV, 2000 A continuous, 63 kA momentary, 750 kV BIL.
- Includes installing foundations and support structures.
- Three (3) 161 kV Surge Arresters
- Three (3) 161 kV metering accuracy Potential/Voltage Transformers
- Three (3) 161 kV metering accuracy Current Transformers

These facilities are detailed in Exhibit A6.

3. Network Upgrades

(a) Stand-Alone Network Upgrades to be installed by Transmission Owner.

- 3-position breaker-and-a-half switching station
- Five (5) 161 kV, SF_6 gas circuit breakers rated 2000 A, 40 kA interrupting capability.
- Six (6) Line Relay panels (SEL relays)
- One (1) Fiber Patch Panel Housing, fiber splice box and fiber termination in control house
- Revenue Metering panel
- Bus and Fittings: five-inch aluminum tube and portions of two (2) 1272 AAC wire conductor for flexible jumpers with aluminum bus connectors, fittings, and terminals
- Insulators: High strength porcelain station post insulators
- 4/0 Copper Ground Grid system
- Lighting and Shielding protection system
- Control Cable system for protection and control

- SCADA and Communication equipment
- 125V DC Battery System
- Eleven (11) Capacitor Coupling Voltage Transformers
- Twelve (12) disconnect switches rated 161 kV, 2000 A continuous, 63 kA momentary, 750 kV BIL.
- Includes installing foundations and support structures.
- Any needed land required for right away or substation work

These facilities are detailed in Exhibit A6.

(b) Network Upgrades to be installed by Transmission Owner.

i. Relay Upgrade at Hopkins Co.

The line relaying on the terminal serving the new POI substation will required to be upgraded. This will be the primary / secondary relaying replaced with SEL 411L and 421 relays.

ii. OPGW between Hopkins Co. and POI Substation

Transmission Owner will install 4.23 miles of OPGW on existing transmission lines.

i. Relay Upgrade at Reid EHV.

The line relaying on the terminal serving the new POI substation will be required to be upgraded. This will be the primary / secondary relaying replaced with SEL 411L and 421 relays.

iii. OPGW between Reid EHV and POI Substation

Transmission Owner will install 18.0 miles of OPGW on existing transmission lines for relay-to-relay communication.

iv. Transmission Owner's Interconnection Facility In/Out 161KV Line Tap. Three (3) 161 kV dead-end is required for the connection of the Reid EHV, Hopkins Co, and the Interconnection Customer transmission lines.

These facilities are detailed in Exhibit A6.

(c) Shared Network Upgrade(s) to be funded by Interconnection Customer.
None.

4. System Protection Facilities

(a) System Protection Facilities not listed in Section 2 or 3 to be constructed by Interconnection Customer.

- The IC will need to install OPGW on their transmission line and the line protection equipment at IC facility to be compatible with new substation protection equipment (shall coordinate protection with TO).

(b) System Protection Facilities not listed in 2 or 3 to be constructed by Transmission Owner. None.

5. Distribution Upgrades

(a) Distribution Upgrades to be constructed by Transmission Owner. None.

6. Contingency List See Exhibit A10.

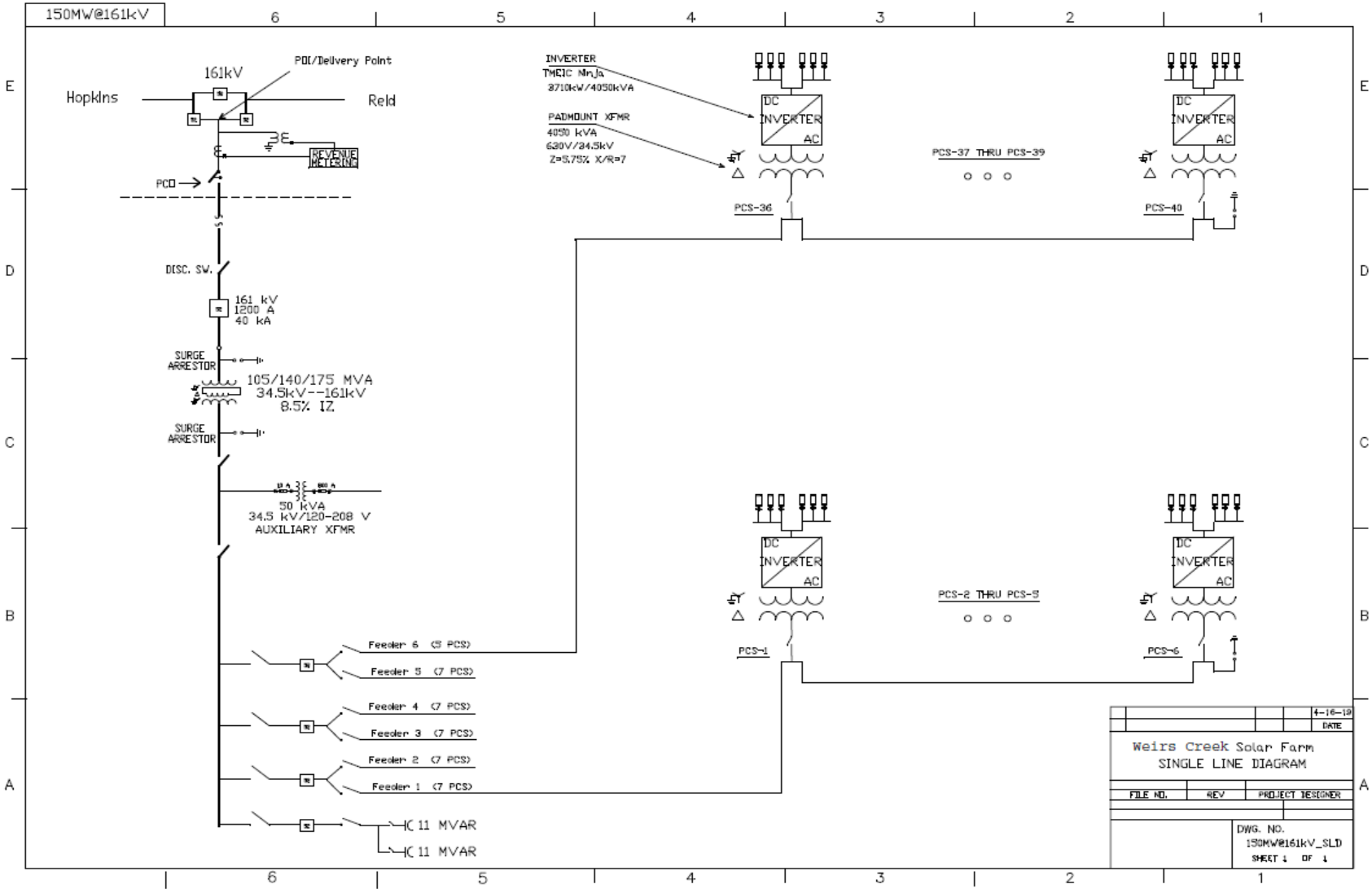
7. Affected System Upgrades List

None.

8. Exhibits – The following exhibits are included:

A1. Interconnection Customer One-Line and Site Map
A1-1: Interconnection Customer One-Line Diagram
A1-2: Interconnection Project Site Map
A2. Transmission Owner One-Line (CEII)
A2-1: Interconnection Substation One-Line
A3. Transmission Owner Substation General Arrangement
A4. Transmission Owner Typical Plan
A5. Facilities to be Constructed by Transmission Owner
A6. Detailed Costs of Facilities to be Constructed by Transmission Owner
A7. Facilities to be Constructed by Interconnection Customer
A8. Detailed Cost of Facilities to be Constructed by Interconnection Customer
A9. Facilities that are Subject To Transmission Owner Reimbursement
A10. Contingent Facilities
A11. Interconnection Customer Milestones {Reserved}
A12. Construction and Coordination Schedules
A13. Permits, Licenses, Regulatory Approvals and Authorization
A14. Interconnection and Operating Guidelines

Exhibit A1. Interconnection Customer One-Line and Site Map
A1-1: Interconnection Customer One-Line Diagram



A1-2: Interconnection Project Site Map

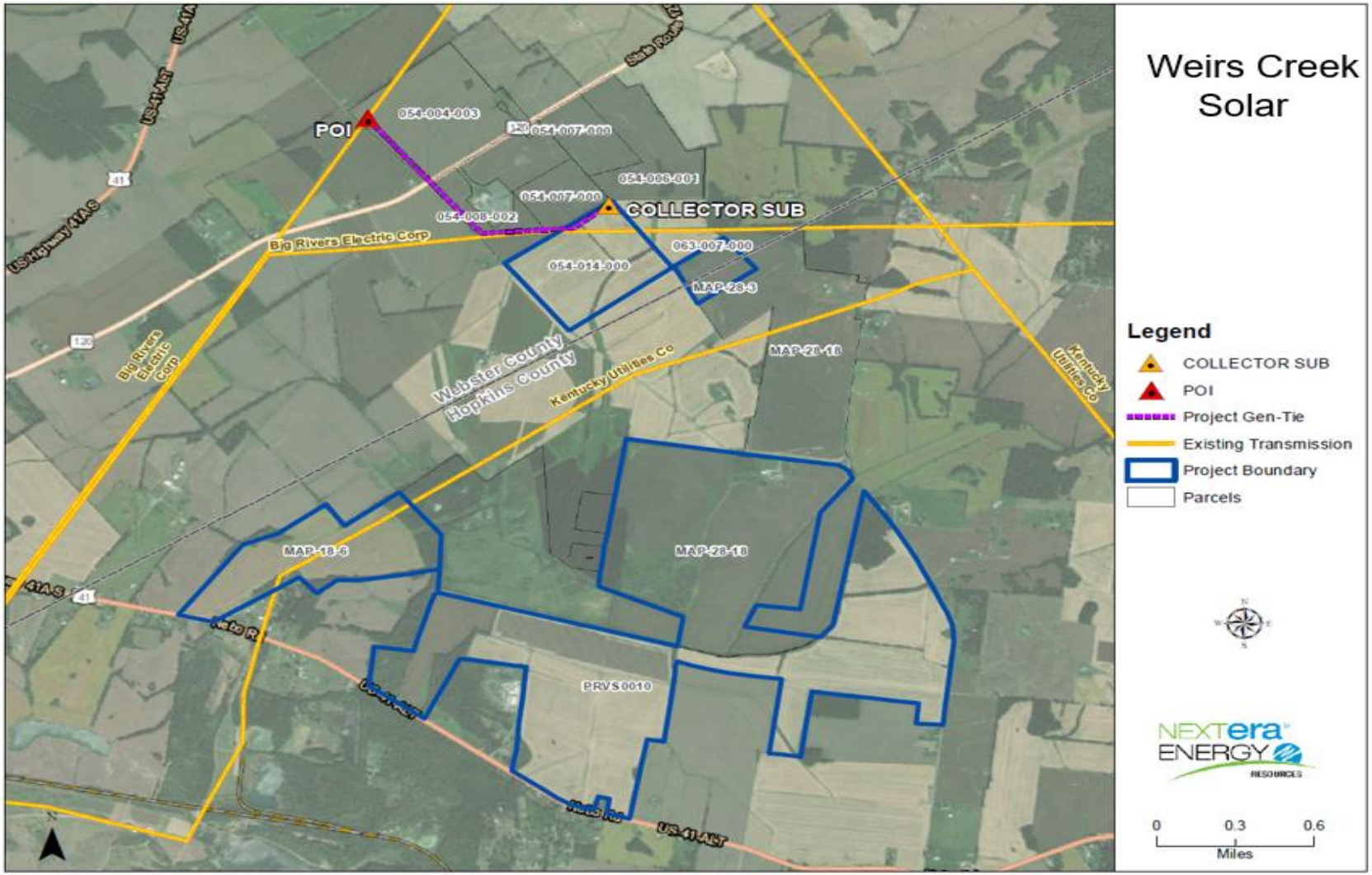


Exhibit A2. Transmission Owner One-Line (CEII)
A2-1: Interconnection Substation One-Line

CUI//CEII MATERIAL – DO NOT RELEASE

Exhibit A3. Transmission Owner Substation General Arrangement

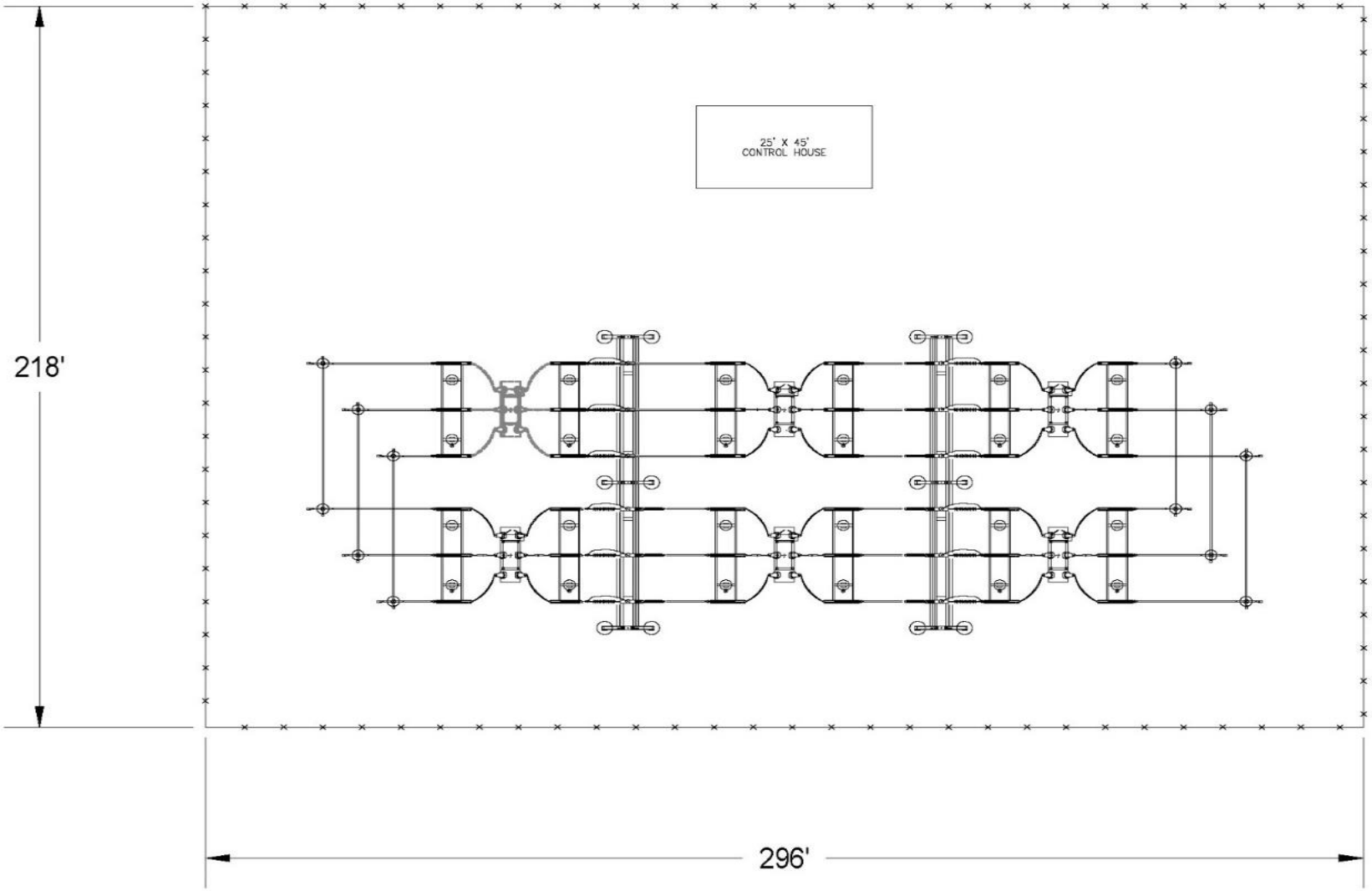


Exhibit A4. Transmission Owner Typical Plan

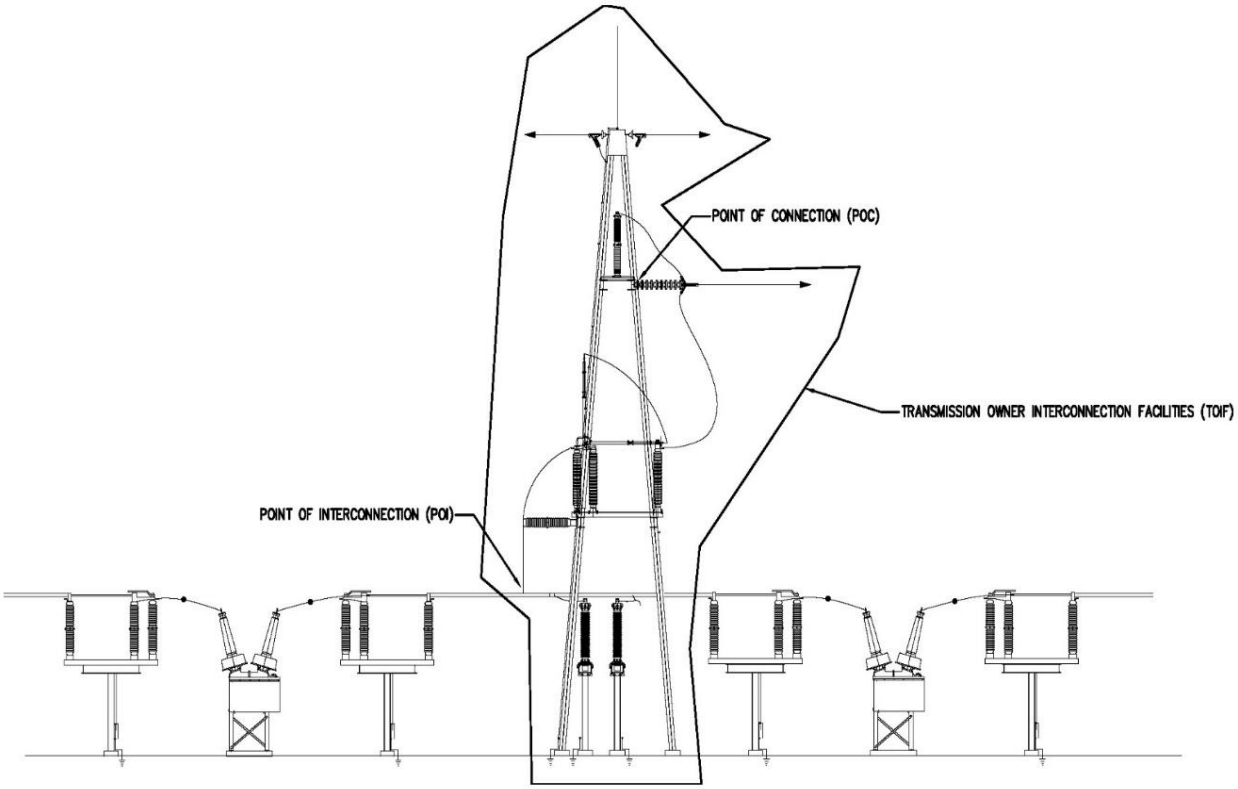


Exhibit A5. Facilities to be Constructed by Transmission Owner

Type	Facilities to be Constructed by the Transmission Owner	Cost Estimate
Transmission Owner Interconnection Facilities	Construct Transmission Owner's Interconnection Facilities – Tower, Conductor and Disconnect between POI and PCO at Transmission Owner's New Switching Station	$ 644,000
Stand-Alone Network Upgrade	Construct Transmission Owner's Interconnection Facilities at POI Substation	$ 7,132,070
Stand-Alone Upgrade	Acquiring Land(10 acres)	$250,000
Network Upgrade	Relaying Upgrade at Hopkins Co.	$ 300,000
Network Upgrade	OPGW between Hopkins Co. and POI substation (4.23 miles)	$ 423,000
Network Upgrade	OPGW between POI substation and Reid EHV (18.0 miles)	$ 1,800,000
Network Upgrade	Relay Upgrade at Reid EHV	$ 300,000
Network Upgrade	Construct Transmission Interconnection Lines In/Out 161KV Line Tap for new substation	$1,002,586
	TOTAL	**$ 11,851,656***

* Estimated cost is in year 2023 dollars, does not include tax gross-up or escalation, and is accurate to ±20%.

****** OPGW assumes changing out two structure per mile. After a full model is built, a determination will be made on how many structures require replacement.

Exhibit A6. Detailed Cost of Facilities to be Constructed by Transmission Owner

Providence Solar POI Substation
Big Rivers Electric Cooperative
3 position Breaker-and-a-Half Substation
March 7, 2023

Line	Item	Quantity		Stand Alone Network Unit Price	Stand Alone Network Total Price	TOIF*	Line
1	161 kV Circuit Breaker	5	Ea	$ 100,000	$ 500,000	$ -	1
2	161 kV Structures & Misc. Equipment	5	Ea	$ 75,000	$ 375,000	$ -	2
3	TOIF Deadend	1	Ea	$ 75,000	$ -	$ 75,000	3
4	161 kV Switch-GOAB	12	Ea	$ 15,000	$ 180,000	$ -	4
5	TOIF Switch	1	Ea	$ 15,000	$ -	$ 15,000	5
6	TOIF CT/PT	3	Ea	$ 15,000	$ -	$ 45,000	6
7	Coupling Capacitor Voltage Transformers	10	Ea	$ 12,000	$ 120,000	$ -	7
8	TOIF CCVT	1	Ea	$ 12,000	$ -	$ -	8
9	Metering Equipment	1	Ea	$ 50,000	$ -	$ 50,000	9
10	Control Building	1	Ea	$ 1,400,000	$ 1,400,000	$ -	10
11	Relay Panels	6	Ea	$ 50,000	$ 300,000	$ -	11
12	Communication / SCADA Equipment	1	Ea	$ 75,000	$ 75,000	$ -	12
13	Batteries	1	Ea	$ 50,000	$ 50,000	$ -	13
14	**SUBSTATION SUBTOTAL**				**$ 3,000,000**	**$ 185,000**	14
15							15
16	Material taxes	6%			$ 180,000		16
17	**SUBSTATION MATERIAL TOTAL**				**$ 3,180,000**	**$ 185,000**	17
18							18
19	Concrete	200	CYD	$ 1,500	$ 300,000	$ -	19
20	Concrete -TOIF	50		$ 1,500	$ -	$ 75,000	20
21	Sitework	6	LOT	$ 50,000	$ 300,000	$ -	21
22	Cable Trench	300	LFT	$ 100	$ 30,000	$ -	22
23	Conduit	3000	LFT	$ 20	$ 60,000	$ -	23
24	Grounding	5	LOT	$ 10,000	$ 50,000	$ -	24
25	Fencing	800	FT	$ 35	$ 28,000	$ -	25
26	Cabling	9000	LFT	$ 10	$ 90,000	$ -	26
27	Construction: Labor and Material for Grounding, Conduit, Bus Assembly, & Control Cabling	15	LOT	$ 100,000	$ 1,500,000	$ -	27
28	Construction: Labor and Material for Grounding, Conduit, Bus Assembly, & Control Cabling- TOIF	3	LOT	$ 100,000	$ -	$300,000	28
29	Wiring Assistance		LOT	$ 10,000	$ -	$ -	29
30	Testing	10	LOT	$ 10,000	$ 100,000	$ -	30
31	**SUBTOTAL EQUIPMENT & CONSTRUCTION**				**$ 5,638,000**	**$ 560,000**	31
32							32
33	Pricing and Construction Allowance	15%			$ 845,700	$84,000	33
34	**SUBTOTAL EQUIP., CONST., & ALLOWANCE**				**$ 6,483,700**	**$ 644,000**	34
35							35
36	Design and Construction Engineering	7%			$ 453,859	$ -	36
37	Owner's Overhead Expense	2%			$ 129,674	$ -	37
38	Allowance for Funds Used during Const.	1%			$ 64,837	$ -	38
39	**SUBTOTAL ENGINEERING & OTHER FEES**				**$ 648,370**	**$ -**	39
40							40
41	**TOTAL**				**$ 7,132,070**	**$ 644,000**	41
42						**$ 7,776,070**	42
43							43
44	Prepared by: Anthony Hanson	Checked by:			Updated by:		44
45	Date: 1/24/22	Date:			Date:		45
46							46
47	**Notes:** *Transmission Owner Interconnection Facilities						47
48							48

ESTIMATE SUMMARY
In/Out 161kV Tap

TRANSMISSION LINE CONSTRUCTION				
	0.3 miles of total line			
	Owner Furnished Materials	Contractor Labor	Contractor Materials	Total
Part 1--POLE UNITS	$ 238,800.00	$ 82,500.00	$ -	$ 321,300.00
Part 2--POLE TOP CONSTRUCTION ASSEMBLY UNITS	$ 24,500.00	$ 37,500.00	$ -	$ 62,000.00
Part 3--CONDUCTOR CONSTRUCTION ASSEMBLY UNITS	$ 23,126.40	$ 42,886.80	$ -	$ 66,013.20
Part 4--GUY CONSTRUCTION ASSEMBLY UNITS	$ 14,400.00	$ 20,800.00	$ -	$ 35,200.00
Part 5--ANCHOR CONSTRUCTION ASSEMBLY UNITS	$ 48,000.00	$ 32,000.00	$ -	$ 80,000.00
Part 6--MISCELLANEOUS CONSTRUCTION ASSEMBLY UNITS	$ 9,000.00	$ 36,000.00	$ 45,000.00	$ 90,000.00
Part 7 (not used)				$ -
Part 8--REMOVAL CONSTRUCTION ASSEMBLY UNITS		$ 6,125.00		$ 6,125.00
6% Tax (Materials Only)	$21,469.58		$2,700.00	$24,169.58
Total Construction	$379,295.98	$257,811.80	$47,700.00	$684,807.78
Contingency (20%)				$136,961.56

Engineering Design	$55,000.00
Survey, Construction Staking	$20,000.00
Geotechnical Study	$25,000.00
Eng. Construction Support (1%)	$6,848.08
Construction Management (1.5%)	$10,272.12
Owner Overhead Cost (2%)	$13,696.16
Additional Easement $30k/ Acre	
ROW Clearing $10k/ Acre	
Permitting	$50,000.00

Total **$1,002,586**

Table A6-3 Construct the System Relay Upgrades – Relay Terminal Upgrade – Hopkins Co and Reid EHV

Engineering, Drafting, & Project Management	$ 100,000
Material	$ 100,000
Construction & Construction Oversight	$ 50,000
Indirect Overheads	$ 50,000
Total Each	**$ 300,000**

Table A6-4 Construct System Relay Upgrades – OPGW Hopkins to Reid substation (22.3 miles)

Engineering, Drafting, & Project Management/mile	$ 25,000
Material /mile	$ 35,000
Construction & Construction Oversight/mile	$ 25,000
Indirect Overheads/mile	$ 15,000
Total per mile	**$ 100,000**

Note: OPGW assumes changing out two structure per mile. After a full model is built, a determination will be made on how many structures require replacement.

Exhibit A7. Facilities to be Constructed by Interconnection Customer

No Network Upgrades or Stand Alone Network Upgrades are to be constructed by the Interconnection Customer.

Exhibit A8. Detailed Cost of Facilities to be Constructed by Interconnection Customer

No Network Upgrades or Stand Alone Network Upgrades are to be constructed by the Interconnection Customer.

Exhibit A9. Facilities that are Subject To Transmission Owner Reimbursement

No Network Upgrades or Stand Alone Network Upgrades are eligible for Transmission Owner reimbursement.

Exhibit A10. Contingent Facilities

Higher queue and/or same DPP group study Interconnection Requests that may create contingencies pursuant to Article 11.3.1 are listed in tables below. Table A10-1 describes transmission assumptions modeled in the studies that were deemed necessary to allow for the Interconnection Service as described in Appendix A of this GIA and is not related to Article 11.3.1, i.e., does not describe projects associated with a higher queued and/or same DPP group study Interconnection Request. Nevertheless, if the transmission assumptions are not completed or significantly modified, the Interconnection Service granted under this GIA may be restricted until such time as the Interconnection Customer funds a study to determine the applicable ERIS and NRIS level that results due to the changes in Table A10-1.

The list of higher-queued and/or same DPP group study projects in Tables A10-2 and A10-3, not yet in service, were included in the interconnection study for this project. However, a project's inclusion in the System Impact Study does not necessarily mean that these facilities would be contingencies for the Interconnection Customer's Generating Facility. In the event that any of the higher queued and/or same DPP group study generators were to drop out, then the Interconnection Customer may be subject to restudy pursuant to Article 11.3.2.

Table A10-1: Transmission Assumptions

MTEP ID	Facility ID	Facility	Description	Expected Completion Date	Status
11925	21878, 25209, 21877	New Massac Substation - Convert Joppa 230kV Substation to 345kV Substation	Install 2-345/161kV, 560 MVA transformers, remove 230/116kV equipment. Rebuild Joppa-West Frankfort 230kV for 345kV use (Massac-Jordan).	6/1/2023	Appendix A

Table A10-2: Higher Queued Projects

Project #	Service Type	Transmission Owner	POI Name	pMax (MW)	Fuel Type	Status
J1022	ERIS	Ameren Illinois	Weedman Substation 138kV Bus	150	Wind	Not Started
J1025	NRIS	Ameren Transmission Company of Illinois	Zachary - Maywood 345 kV Line Tap	290	Wind	Not Started

J1026	NRIS	Ameren Missouri	Maywood - Spencer Creek 345 kV Line Tap	380	Wind	Not Started
J1027	NRIS	Hoosier Energy	Ratts 161 kV Substation	150	Solar	Not Started
J1028	NRIS	Hoosier Energy	Ratts - Victory 161 kV Line Tap	150	Solar	Not Started
J1034	NRIS	Ameren Missouri	Stoddard - Morley 161kV Line Tap	225	Solar	Not Started
J1058	NRIS	Northern Indiana Public Service Company	Schahfer-St. John 345kV Line Tap	200	Solar	Not Started
J1063	NRIS	Duke Energy	New London - Frankfort 230kV Line Tap	195	Solar	Not Started
J1067	NRIS	Northern Indiana Public Service Company	Reynolds - Burr Oak 345kV Line	240	Solar	Under Construction
J1069	NRIS	Northern Indiana Public Service Company	Reynolds 345kV Substation	200	Wind	Under Construction
J1074	NRIS	Southern Indiana Gas & Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc.	Francisco 138 kV sub	200	Solar	Not Started
J1087	NRIS	Ameren Missouri	Miner - Kelso 161 kV Line Tap	200	Solar	Not Started
J1094	NRIS	Ameren Illinois	Prest 138kV Switching Station	150	Solar	Not Started
J1096	NRIS	Ameren Illinois	Norris City North - Muddy 138 kV Line	150	Solar	Under Construction
J1102	NRIS	Ameren Illinois	Fogarty 138 kV Substation	70	Solar	Under Construction
J1107	NRIS	Ameren Missouri	Kelso - Lutesville 345 kV Line Tap	200	Solar	Not Started

J1115	NRIS	Ameren Illinois	Latham - Oreana 345kV Line	200	Wind	Not Started
J1139	NRIS	Ameren Illinois	Sidney Substation 138 kV Bus	135	Solar	Not Started
J1145	NRIS	Ameren Missouri	Overton - (McCrede) - Montgomery 345 kV Line Tap	250	Solar	Not Started
J1152	NRIS	Duke Energy Indiana	Gwynneville 345 kV Substation	200	Solar	Not Started
J1180	NRIS	Ameren Illinois	Casey West - Sullivan 345 kV Line	75	Solar	Under Construction
J1182	NRIS	Ameren Transmission Company of Illinois	Zachary Substation 345 kV Bus	250	Solar	Not Started
J1189	NRIS	Duke Energy Indiana	Crane Solar 69kV Substation	4.95	Battery Storage	Not Started
J351	NRIS	Northern Indiana Public Service Company	Stillwell 345 kV	0	Gas	Under Construction
J446	NRIS	Duke Energy Corporation	Frankfort-New London 230 kV	200	Wind	Under Construction
J641	NRIS	Ameren Illinois	Line tap of Meredoisa sub to Jacksonville Industrial Park 138kv	140	Solar	Under Construction
J643	NRIS	Northern Indiana Public Service Company	Schahfer Tap (17 SCHAFR_TAP)138kv	175	Solar	Under Construction
J644	NRIS	Ameren Illinois	Jerseyville 138kV	110	Solar	Under Construction
J750	NRIS	City of Springfield, IL - CWLP	Westchester 138kV Substation	150	Wind	Under Construction

J753	NRIS	Big Rivers Electric Corporation	Hardinsburg Sub 161kV	100	Solar	Under Construction
J762	NRIS	Big Rivers Electric Corporation	Meade Sub 161kV	200	Solar	Under Construction
J783	NRIS	Southern Indiana Gas & Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc.	Grandview Sub	70	Solar	Under Construction
J800	NRIS	Ameren Illinois	Crossville West Substation 138kV Bus - Albion South - Norris City 138 kV Line	250	Solar	Under Construction
J805	NRIS	Duke Energy Corporation	Gwynneville 345kV Substation	199	Solar	Under Construction
J813	NRIS	Ameren Illinois	Louisville South Substation 138kV Line	250	Solar	Under Construction
J815	NRIS	Ameren Illinois	Taylorville South-Austin (formerly Pawnee)138kV Line	250	Solar	Under Construction
J817	NRIS	Ameren Missouri	Warrenton 161kV Substation	139	Solar	Under Construction
J826	NRIS	Ameren Illinois	Weedman Substation 138kV Bus	100	Wind	Under Construction
J829	NRIS	Duke Energy Corporation	Dresser - Merom 345kV Line	250	Solar	Under Construction
J844	ERIS	Ameren Transmission Company of Illinois	Sandburg Substation 138kV Bus	147	Wind	Under Construction
J845	NRIS	Ameren Illinois	Gibson City South - Paxton	120	Wind	Under Construction

			East 138kV Line			
J847	NRIS	Northern Indiana Public Service Company	Schahfer Tap 138kV Substation	90	Solar	Under Construction
J848	NRIS	Ameren Transmission Company of Illinois	Pana Substation 138kV Bus	235	Wind	Under Construction
J853	NRIS	Ameren Illinois	Norris City North Substation 138kV Bus	149	Solar	Under Construction
J856	NRIS	Southern Indiana Gas & Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc.	Scott (TWP 138/69) 138 kV Substation	80	Solar	Under Construction
J859	NRIS	Ameren Illinois	Frederick North - Meredosia East 138kV Line	149.94	Solar	Under Construction
J903	NRIS	Duke Energy Corporation	Greensboro 138 kV Substation	100	Solar	Under Construction
J912	NRIS	Ameren Transmission Company of Illinois	Pana Substation 138kV Bus	100	Solar	Under Construction
J913	NRIS	Northern Indiana Public Service Company	Reynolds 345kV Substation	200	Solar	Under Construction
J955	NRIS	Ameren Transmission Company of Illinois	Austin Substation 345kV Bus	1165	Gas	Not Started
J956	NRIS	Ameren Missouri	Spencer Creek 345kV Substation	200	Solar	Not Started
J968	NRIS	Northern Indiana Public Service Company	Reynolds 345kV Substation	200	Wind	Under Construction
J974	NRIS	Ameren Illinois	Mapleridge 345kV	225	Wind	Under Construction

			Switching Station			
J976	NRIS	Ameren Missouri	Montgomery - Enon 345kV Line Tap	300	Solar	Not Started
J987	NRIS	Ameren Missouri	Montgomery 161kV Substation	100	Solar	Not Started
J991	NRIS	Ameren Illinois	Xenia 345kV Switching Station	150	Solar	Under Construction
J992	NRIS	Duke Energy Indiana	Walton 230kV Substation	200	Solar	Under Construction
J993	NRIS	Indianapolis Power & Light Company	Hortonville - Whitestown 345kV Line Tap	200	Solar	Under Construction
J994	NRIS	Ameren Missouri	Guthrie 161 kV Substation	100	Solar	Not Started

Table A10-3: Similar Queued Projects

Project #	**Service Type**	**Transmission Owner**	**POI Name**	**Pmax (MW)**	**Fuel Type**	**Status**
J1191	NRIS	City of Columbia, MO	Bolstad 69 kV Substation	64	Solar	Not Started
J1198	NRIS	Ameren Illinois	Newton 345kV Substation	51.8	Hybrid	Not Started
J1199	NRIS	Ameren Illinois	Duck Creek 345kV Substation	20	Hybrid	Not Started
J1200	NRIS	Ameren Illinois	Putnam 138kV Substation	24.2	Hybrid	Not Started
J1201	NRIS	Ameren Illinois	North Coffeen 138kV Substation	44.2	Hybrid	Not Started
J1202	NRIS	Ameren Illinois	Baldwin Plant 345kV Switchyard - Baldwin Unit 2	68.4	Hybrid	Not Started
J1204	NRIS	Ameren Illinois	Casey West 345kV Substation	199.3	Solar	Not Started
J1208	NRIS	Ameren Illinois	Muddy - Crab Orchard 138 kV line	80	Solar	Not Started

J1209	NRIS	Ameren Illinois	Muddy - Crab Orchard 138kV Line	80	Solar	Not Started
J1213	NRIS	Ameren Missouri	Taum Sauk 138kV Switchyard, Bus 1 & 2	60	Hydro	Not Started
J1216	NRIS	Ameren Illinois	Ashley 138 kV Substation	185	Solar	Not Started
J1231	NRIS	Big Rivers Electric Corporation	Barkley - Caldwell 161kV Line	125	Solar	Not Started
J1232	NRIS	Ameren Illinois	Chesterville - Mattoon West 138kV Line	99	Solar	Not Started
J1233	NRIS	Southern Indiana Gas & Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc.	Cato 138 kV Substation	32.5	Battery Storage	Not Started
J1234	NRIS	Duke Energy Indiana	Edwardsport - Washington Mun, Linton 138kV Line	100	Solar	Not Started
J1235	NRIS	Duke Energy Indiana	Edwardsport - Washington Mun, Linton 138kV Line	50	Solar	Not Started
J1241	NRIS	Ameren Illinois	West Mt Vernon - Xenia 345kV Line	165	Solar	Not Started
J1263	NRIS	Ameren Illinois	Casey - Kansas West 345kV Line	408.6	Hybrid	Not Started
J1265	NRIS	Northern Indiana Public Service Company	Wolcottville - South Milford 69kV Line	43	Solar	Not Started
J1266	NRIS	Ameren Illinois	Kinmundy - Salem 138kV Line	99	Solar	Not Started
J1268	NRIS	Ameren Missouri	Pike - Troy 161kV Line	150	Solar	Not Started

J1269	NRIS	Southern Indiana Gas & Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc.	Elliott 69kV Substation	100	Hybrid	Not Started
J1272	NRIS	Southern Indiana Gas & Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc.	Angel Mound 138kV Substation	50	Battery Storage	Not Started
J1276	NRIS	Southern Indiana Gas & Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc.	Point 69kV Substation	100	Hybrid	Not Started
J1289	NRIS	Ameren Illinois	Turner - Austin 345kV Line	200	Wind	Not Started
J1295	NRIS	Duke Energy Indiana	Gibson - Francisco 345kV Line	280	Solar	Under Construction
J1299	NRIS	Ameren Missouri	Miner - Kelso 161kV Line	149	Solar	Not Started
J1302	NRIS	Ameren Illinois	Muddy - Norris City 138kV Line	150	Solar	Not Started
J1303	NRIS	Southern Illinois Power Cooperative	Campbell Hill - Jackson 161kV Line	95	Solar	Not Started
J1306	NRIS	Ameren Illinois	Commodore-Jordan 345kV Line	200	Solar	Not Started
J1308	NRIS	Southern Indiana Gas & Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc.	AB Brown - Gibson 345kV Line	300	Solar	Not Started
J1311	NRIS	Ameren Illinois	Fayetteville Bee Hollow Road	150	Solar	Not Started

			138 kV Substation			
J1323	NRIS	Northern Indiana Public Service Company	Lagrange 138 kV Substation	25	Battery Storage	Not Started
J1332	NRIS	Northern Indiana Public Service Company	Schahfer 345kV Substation	200	Solar	Not Started
J1333	NRIS	Northern Indiana Public Service Company	Schahfer - Burr Oak 345kV Line	199.5	Hybrid	Not Started
J1334	NRIS	Northern Indiana Public Service Company	Schahfer - Burr Oak 345kV Line	199.5	Hybrid	Not Started
J1335	NRIS	Northern Indiana Public Service Company	Schahfer - Burr Oak 345kV Line	199.5	Hybrid	Not Started
J1336	NRIS	Northern Indiana Public Service Company	Schahfer - Burr Oak 345kV Line	199.5	Hybrid	Not Started
J1339	NRIS	Northern Indiana Public Service Company	Schahfer - Burr Oak 345kV Line	199.5	Hybrid	Not Started
J1340	NRIS	Northern Indiana Public Service Company	Schahfer - Burr Oak 345kV Line	199.5	Hybrid	Not Started
J1348	NRIS	Duke Energy Indiana	Cayuga - Sugar Creek 345kV Line	200	Solar	Not Started
J1352	NRIS	Ameren Missouri	Spencer Creek - Montgomery 345kV Line	100	Solar	Not Started
J1353	NRIS	Northern Indiana Public Service Company	Green Acres138kV Subtation	150	Battery Storage	Not Started
J1354	NRIS	Hoosier Energy	Decatur County 138kV	118	Battery Storage	Not Started

			Switching Station			
J1355	NRIS	Northern Indiana Public Service Company	Stillwell 138kV Subtation	131	Battery Storage	Not Started
J1357	NRIS	Duke Energy Indiana	Madison 138 KV SUBSTATION	150	Battery Storage	Not Started
J1358	NRIS	Northern Indiana Public Service Company	Luchtman 138kV Substation	125	Battery Storage	Not Started
J1360	NRIS	Ameren Illinois	Goose Creek 345kV Switchyard	300	Wind	Not Started
J1369	NRIS	Southern Indiana Gas & Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc.	Dubois - Culley 138 kV Line	100	Solar	Not Started
J1378	NRIS	Duke Energy Indiana	Veedersburg West 230 kV Substation	200	Solar	Not Started
J1381	NRIS	Duke Energy Indiana	Greentown 230 kV substation	200	Solar	Not Started
J1382	NRIS	Ameren Illinois	Hutsonville - Neoga 138 kV Line tap	150	Solar	Not Started
J1383	NRIS	Ameren Illinois	Ipava 138 kV Substation	150	Solar	Not Started
J1386	NRIS	Northern Indiana Public Service Company	Green Acres 138 kV Substation	100	Solar	Not Started
J1387	ERIS	Northern Indiana Public Service Company	Circuit 6958 69 kV Line Tap	60	Solar	Not Started
J1388	ERIS	Duke Energy Indiana	Oakland City - Old Ben Coal 138 kV Line Tap	150	Solar	Not Started
J1390	NRIS	Duke Energy Indiana	Gallagher Station -	150	Solar	Not Started

			Columbus 230 kV Line Tap			
J1391	NRIS	Southern Indiana Gas & Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc.	Duff 138 kV Substation	100	Solar	Not Started
J1392	NRIS	Northern Indiana Public Service Company	Lagrange 138 kV Substation	100	Solar	Not Started
J1393	NRIS	Southern Indiana Gas & Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc.	Cato 138 kV Substation	130	Solar	Not Started
J1396	NRIS	Hoosier Energy	Ratts-Victory 161kV Line	60	Solar	Not Started
J1407	NRIS	Northern Indiana Public Service Company	South Valparaiso 138 kV Substation	100	Solar	Not Started
J1408	NRIS	Ameren Illinois	Virden South 138kV Substation	100	Hybrid	Not Started
J1422	NRIS	Ameren Illinois	Albion - Olney 138 kV Line Tap	150	Hybrid	Not Started
J1447	NRIS	Northern Indiana Public Service Company	Schahfer - Green Acres 345kV Line	250	Solar	Not Started
J1453	NRIS	Ameren Illinois	Havana - Shockey 138 kV Line Tap	165	Wind	Not Started
J1454	NRIS	Ameren Illinois	Mason 138 kV Substation	40.9	Wind	In Service (with Provisional GIA)
J1464	NRIS	Ameren Transmission Company of Illinois	Meredosia - Austin 345 kV Line tap	592.8	Solar	Not Started

J1466	NRIS	Big Rivers Electric Corporation	Reid EHV 161 kV Substation	250	Solar	Not Started
J1470	NRIS Only	Duke Energy Indiana	Cayuga CT 345kV Substation	0	Wind	Not Started
J1475	NRIS	Ameren Illinois	Casey West - Sullivan 345 kV Line Tap	75	Solar	Not Started
J1481	NRIS	Duke Energy Indiana	Greentown 230 kV substation	200	Solar	Not Started
J1482	NRIS	Northern Indiana Public Service Company	Monticello - Springboro 138 kV Line Tap	150	Solar	Not Started
J1488	NRIS	Ameren Missouri	McCredie - Montgomery 345 kV Line Tap	500	High Voltage DC	Not Started
J1490	NRIS	Ameren Missouri	McCredie - Montgomery 345 kV Line Tap	1000	High Voltage DC	Not Started

Exhibit A11. Interconnection Customer Milestones

{Reserved}

Exhibit A12. Construction and Coordination Schedules

	Tentative Schedule and Milestone Payments					
Phase	**Agreement**	**Design/Order Equipment**	**Procurement**	**Construction**	**Commissioning and Energize**	**TOTAL**
Days		**90**	**420**	**240**	**60**	
Estimated Date	**7/1/2023**	**9/29/2023**	**11/22/2024**	**7/20/2025**	**9/18/2025**	
		$2,370,331.20	**$4,148,079.60**	**$4,148,079.60**	**$1,185,165.60**	**$11,851,656.00**

Note: The project schedule is tentative and adjustments may occur.

Exhibit A13. Permits, Licenses, Regulatory Approvals and Authorization

Permits, licenses, and approvals required to construct the Transmission Owner facilities may include, but are not limited to:

1. Wetland delineation of servitudes and proposed construction access points – Interconnection Customer responsibility
2. US Corps of Engineers permitting/approval for wetlands – Interconnection Customer responsibility
3. US Corps of Engineers permitting/approval for river/levee permits – Interconnection Customer responsibility
4. Environmental sampling and disposal of displaced soils – Interconnection Customer responsibility
5. Develop and implement a Storm Water Pollution Prevention Plan (SWPPP) – Interconnection Customer responsibility
6. Temporary landowner easements – Interconnection Customer responsibility
7. Pipeline Letters of No Objection – Interconnection Customer responsibility
8. Land Acquisition for POI Substation

Exhibit A14. Interconnection and Operating Guidelines

Power Factor Range

The Big Rivers planning criteria requires that an interconnecting generator must be able to operate within a power factor range of 0.95 lagging (supplying VARs to the system) to 0.95 leading (absorbing VARs from the system) at the high-voltage side of the Generating Facility step-up transformer.

Harmonics Requirements

The connecting entity shall take responsibility for limiting harmonic voltage and current distortion caused by their generation equipment. Limits for harmonic distortion (including inductive telephone influence factors) are consistent with those published in the latest issues of ANSI/IEEE 519, "Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems." Big Rivers may require the installation of a monitoring system to permit ongoing assessment of compliance with these criteria.

The generator's facilities and equipment shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1 1989, or any applicable superseding electric industry standard. For voltage flicker in the frequency range of 1 to 25 Hz, voltage flicker levels are unacceptable if either of the following conditions exist: (a) the cumulative RMS voltage flicker at the Points of Interconnection exceeds 0.30% for 1.0% of a representative time period, or (b) the instantaneous voltage flicker level regularly exceeds 0.45% at the Points of Interconnection (this is approximately equal to a cumulative RMS voltage flicker of 0.45% for 0.01% of a representative time period.)

Operating to a Specified Voltage or VAR Schedule

Big Rivers will provide the required voltage schedule at the time of startup. A typical voltage schedule requires operation within a maximum voltage range of 152.95 kV to 169.0 kV with 165.0 kV to 167.0 kV desired.

Operating Guidelines

No operating restrictions are anticipated.

Appendix B To GIA
Milestones

1. Selected Option pursuant to Article 5.1: Interconnection Customer selects the Standard Option as described in Article 5.1.1. Articles 5.1.2, 5.1.3 and 5.1.4 shall not apply to this GIA.

2. Milestones: The description and date entries listed in the following tables are provided solely for the convenience of the Parties in establishing their applicable Milestones consistent with the provisions of this GIA and the GIP.

A. Interconnection Customer Milestones

No.	Description	Date
1a.	Provide initial payment to Transmission Owner (GIA 11.5) in form of security for $ 11,851,656 (100% of total Network Upgrade and Transmission Owner Interconnection Facilities cost). Coordinate Initial Payment confirmation with Transmission Owner and notify Transmission Provider.	Within the later of a) 45 Calendar Days of the execution of the GIA by all Parties, or b) 45 Calendar Days of acceptance by FERC if the GIA is filed unexecuted and the payment is being protested by Interconnection Customer, or c) 45 Calendar Days of the filing if the GIA is filed unexecuted and the initial payment is not being protested by Interconnection Customer.
1b.	Provide security, *i.e.*, a guarantee, surety bond, letter of credit or other reasonably acceptable form of security to Transmission Owner (GIA 11.6).	Not Applicable.
1c.	Enter into amendment of this GIA, if required, for Interconnection Requests that did not elect optional negotiation period adjustment for Interconnection Facilities Study pursuant to GIA Section 11.3.1.	Within 90 days of the posting of the final Interconnection Facilities report.
2.	Provide Certificate of Insurance (GIA 18.4.9).	The earlier of the construction work commencement date or the milestone date; thereafter, within 90 Calendar Days of end of fiscal year or insurance renewal date.
3.	i) Provide to Transmission Provider evidence of continued Site Control after execution of this GIA (GIP 7.2.2).	As may be agreed to by the Parties.

	ii) Provide evidence of one or more of the following milestones being achieved: (1) execution of contract for (a) fuel supply or transport; (b) cooling water supply; (c) engineering procurement of major equipment or construction; (d) execution of a contract for the sale of electric energy or capacity from the Generating Facility, or a statement signed by an officer or authorized agent of Interconnection Customer attesting that the Generating Facility is included in an applicable state resource adequacy plan; or other information that Transmission Provider deems to be reasonable evidence that the Generating Facility will qualify as a designated network resource; or (2) documentation of application for state or local air, water, land, or federal nuclear or hydroelectric permits and that the application is proceeding per regulations (GIP 11.3).	Within 180 Calendar Days of Effective Date.
4.	Cash Payments from the Interconnection Customer to the Transmission Owner in Milestones 4a-4d below are required on dates shown for the Transmission Owner to meet their schedule for Transmission Owner Interconnection Facilities and Network Upgrades. Transmission Owner to issue an invoice and Customer to make payment within 30 calendar days of receiving the invoice.	See Below.
4a.	Provide cash payment for $2,370,331 towards engineering design.	7/1/2023.
4b.	Provide cash payment for $4,148,080 towards procurement of major materials.	9/29/2023.
4c.	Provide cash payment for $4,148,080 towards construction.	11/22/2024.
4d.	Provide cash payment for $1,185,165 towards commissioning.	7/20/2025.
5.	Invoice Transmission Owner for the estimated amount to be expended by the Interconnection Customer to construct any Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Not Applicable.
6.	Pre-construction meeting.	As may be agreed to by the Parties.
7.	Provide initial design and specifications for Interconnection Customer's Interconnection Facilities to Transmission Owner and Transmission Provider for comment (GIA 5.10.1).	180 Calendar Days prior to initial synchronization date.

8.	Provide final design and specifications for Interconnection Customer's Interconnection Facilities to Transmission Owner and Transmission Provider for comment (GIA 5.10.1).	90 Calendar Days prior to initial synchronization date.
9.	Deliver to Transmission Owner and Transmission Provider "as-built" drawings, information and documents regarding Interconnection Customer's Interconnection Facilities (GIA 5.10.3).	Within 120 Calendar Days of Commercial Operation Date.
10.	Provide Transmission Owner final cost invoices to construct Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Not Applicable.
11.	Notify Transmission Provider and Transmission Owner in writing of Local Balancing Authority where Generating Facility is located (GIA 9.2).	Three months prior to Initial Synchronization Date.
12.	Pre-energization meeting.	As may be agreed to by the Parties.
13.	Initial Synchronization Date.	9/18/2025
14.	Commercial Operation Date.	12/1/2025*
15.	Interconnection Customer shall provide the Parties with notice on the status of the Generating Facility, including COD, under Article 15 of this GIA and shall also send such notice by email to ResourceIntegration@misoenergy.org. Notification shall include Interconnection Customer's name, and as applicable Market Participant(s) name(s), and project number.	6 months prior to Initial Synchronization Date.
16.	Interconnection Customer shall provide notice to the Parties of a test plan in advance of conducting tests for the Generating Facility. The notice shall be in the form below and should be provided under Article 15 of this GIA, and a copy of such notice should be emailed to ResourceIntegration@misoenergy.org**.**	5 Business Days prior to testing.
17.	In the event the Interconnection Customer makes any modifications to the design of the site layouts or interconnection facility routes after execution of this GIA, Interconnection Customer shall notify the Parties of such changes immediately upon identifying the need for such changes. After providing such notification, the Interconnection Customer shall provide to Transmission Provider evidence of continued Site Control for land sufficient to accommodate the changes in site layouts and/or interconnection facility routes (GIP 7.2.2).	90 Calendar Days after Interconnection Customer provides notice to Parties.

* Modified from the original Commercial Operation Date of December 1, 2022 contained in the

Interconnection Request.

B. Transmission Owner Milestones

No.	Description	Date
0.	Transmission Owner to enter Network Upgrade information into Transmission Provider's MTEP database and model on demand.	10 Business Days after Effective Date.
1.	Provide Certificate of Insurance (GIA 18.4.9).	The earlier of the construction work commencement date or the milestone date; within 90 Calendar Days of end of fiscal year or insurance renewal date.
2.	Commence design of Interconnection Facilities (GIA 5.5 et seq.). Commence equipment procurement.	As agreed to by the Parties (after completion of Interconnection Facilities Study, receipt of written authorization from Interconnection Customer and Interconnection Customer's deposit of security.
3.	Commence construction of Interconnection Facilities (GIA 5.6 et seq.).	As agreed to by the Parties (after receiving approval of Governmental Authority, receipt of written authorization and security from Interconnection Customer).
4.	Comment on Interconnection Customer's final design and specifications.	Within 30 Calendar Days of Interconnection Customer's submission of final design and specifications.
5.	Deliver to Interconnection Customer and Transmission Provider "as-built" drawings, information and documents regarding Transmission Owner's Interconnection Facilities (GIA 5.11).	Within 120 Calendar Days of Commercial Operation Date.
6.	Provide payment for invoiced estimated costs to construct for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Not Applicable.
7.	Provide Interconnection Customer final cost invoices (GIA 12.2 *et seq.*).	Within (6) six months of completion.

8.	Refund overpayment of estimated costs (GIA 12.2).	90 Calendar Days prior to initial synchronization date. Refunds within 30 Calendar Days.
9.	In-Service Date/Backfeed Date.	8/1/2025**

** The In-Service Date/Backfeed Date above is Tariff-limited by GIP 4.4.4. Please see Transmission Owner's reasonable construction schedule in Appendix A, Exhibit A12, following Article 5 of this GIA

C. Affected System Owner Milestones

Task	**Date Due**
▪ None	

D. Transmission Provider Milestones

No.	**Description**	**Date**
1.	Transmission Provider to determine conditional limit for interconnection service.	Prior to Commercial Operation.

Appendix B-1 To GIA
Pre-Certification Generation Test Notification Form

The following form would need to be submitted to MISO Real Time Operations at least five (5) Business Days prior to the first date of testing.

Project Number:

Project Name:

Point of Interconnection:

Dispatcher Contact Information:

Date	Start Time (in EST)	End Time (in EST)	Expected MW Output	Expected MVAR Output (Only needed if beyond normal power factor)

Appendix C To GIA
Interconnection Details

MISO OASIS & Big Rivers Link – BREC Connection Requirements

MISO Oasis

MISO Oasis - BREC

Appendix D To GIA
Security Arrangements Details

Infrastructure security of Transmission or Distribution System equipment and operations, as applicable, and control hardware and software is essential to ensure day-to-day Transmission and Distribution System reliability and operational security. The Commission will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission or Distribution System, as applicable, to comply with the recommendations provided by Governmental Authorities regarding Critical Energy Infrastructure Information ("CEII") as that term is defined in 18 C.F.R. Section 388.113(c) and best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E To GIA
Commercial Operation Date

This Appendix E is a part of this GIA between Transmission Provider, Transmission Owner and Interconnection Customer.

[Date]

Midcontinent Independent System Operator, Inc.
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Re: _____ 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 Generating Facility, effective as of **[Date plus one Calendar Day]**.

Thank you.

[Signature]

[Interconnection Customer Representative]

cc: Transmission Owner

Appendix F To GIA
Addresses for Delivery of Notices and Billings

Notices:

Transmission Provider:

MISO
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Transmission Owner:

Big Rivers Electric Corporation
Attn: Vice President System Operations
710 West 2nd Street
Owensboro, KY 42301

Interconnection Customer:

Weirs Creek Solar, LLC
700 Universe Blvd, Juno Beach FL
Lei Tang
Director – Business Management – Transmission
Tel: (561)-308-8438
Email: Lei.Tang@NextEraEnergy.com

Jason Andrews (Pre-COD)
Project Director – Development
Tel: (561)-365-5956
Email: Jason.Andrews@NextEraEnergy.com

DL-NEER-MISO-GIA@NextEraEnergy.com

DL-NEXTERA-NORTH-REGION@NextEraEnergy.com (Post-COD)

Billings and Payments:

Transmission Provider:

MISO
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Transmission Owner:

Big Rivers Electric Corporation
Attn: Vice President System Operations
710 West 2nd Street
Owensboro, KY 42301

Interconnection Customer:

Weirs Creek Solar, LLC
700 Universe Blvd, Juno Beach FL
Lei Tang
Director – Business Management – Transmission
Tel: (561)-308-8438
Email: Lei.Tang@NextEraEnergy.com

Jason Andrews (Pre-COD)
Project Director – Development
Tel: (561)-365-5956
Email: Jason.Andrews@NextEraEnergy.com

Ingrid Chapman (Pre-COD)
Accounting Manager – Development
Tel: (861)-846-1616
Email: Ingrid.Chapman@NextEraEnergy.com

DL-NEER-MISO-GIA@NextEraEnergy.com

DL-NEXTERA-NORTH-REGION@NextEraEnergy.com (Post-COD)

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

Transmission Provider:

MISO
Phone: (317)-249-5700
Email: misotap@misoenergy.org or
MISOTransmissionAccessPlanning@misoenergy.org

Transmission Owner:

Big Rivers Electric Corporation
Phone: (270)-844-6201
Chris.Bradley@bigrivers.com

Interconnection Customer:

Weirs Creek Solar, LLC
700 Universe Blvd, Juno Beach FL
Lei Tang
Director – Business Management – Transmission
Tel: (561)-308-8438
Email: Lei.Tang@NextEraEnergy.com

Jason Andrews (Pre-COD)
Project Director – Development
Tel: (561)-365-5956
Email: Jason.Andrews@NextEraEnergy.com

Ingrid Chapman (Pre-COD)
Accounting Manager – Development
Tel: (861)-846-1616
Email: Ingrid.Chapman@NextEraEnergy.com

DL-NEER-MISO-GIA@NextEraEnergy.com

DL-NEXTERA-NORTH-REGION@NextEraEnergy.com (Post-COD)

Appendix G To GIA
Interconnection Requirements for a Non-synchronous Generating Facility

Appendix G sets forth requirements and provisions specific to a non-synchronous generating facility. All other requirements of this GIA continue to apply to non-synchronous generating facility interconnections.

A. Technical Standards Applicable to a Non-synchronous Generating Facility

i. Abnormal Voltage Ride-Through Capability

A non-synchronous generating facility shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below.

1. Non-synchronous generating facilities 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 non-synchronous generating facility substation location, as determined by and documented by the transmission provider. The maximum clearing time the non-synchronous generating facility 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 non-synchronous generating facility may disconnect from the transmission system. A non-synchronous generating facility 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 GSU.

2. This requirement does not apply to faults that would occur between the non-synchronous Generator terminals and the high side of the GSU.

3. Momentary cessation (ceasing to inject current into the transmission grid during a fault without mechanical isolation) is prohibited in North American Electric Reliability Corporation (NERC) reliability standard PRC-024 no trip zone.

4. Non-synchronous generating facility inverters may not trip or cease to inject current for momentary loss of synchronism. Any inverter may trip if the phase lock loop is unable to regain synchronism 150 milliseconds after loss of synchronism.

5. Non-synchronous generating facilities may be tripped after the fault period if this action is intended as part of a Special Protection System.

6. Non-synchronous generating facilities may meet the abnormal voltage ride-through requirements of this standard by the dynamic performance capability of the generators, by installing additional equipment (*e.g.* Static VAr Compensator) within the non-synchronous generating facility or by a combination of generator performance and additional equipment.

7. 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 abnormal voltage ride-through Standard are exempt from meeting the Appendix G abnormal voltage ride-through Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G abnormal voltage ride-through Standard.

ii. Power Factor Design Criteria (Reactive Power)

The following reactive power requirements apply only to a newly interconnecting non-synchronous generating facility that has completed a System Impact Study 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 GIA (Order No. 827). A non-synchronous generating facility to which this provision applies shall maintain a factor within the range of 0.95 leading to 0.95 lagging, unless Transmission Provider has established different requirements that apply to all Generating Facilities in the Local Balancing Authority on a comparable basis, measured at the high side of the generator substation. 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 Transmission Provider, or a combination of the two. Interconnection Customer shall not disable power factor equipment while the non-synchronous generating facility is in operation. Non-synchronous generating facilities 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.

iii. Supervisory Control and Data Acquisition (SCADA) Capability

The non-synchronous generating facility shall provide SCADA capability to transmit data and receive instructions from Transmission Provider to protect system reliability. Transmission Provider and Interconnection Customer shall determine what SCADA information is essential for the proposed non-synchronous generating facility, 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.

iv. Transient Data Recording Equipment for Facilities above 20 MW

Non-synchronous generating facilities with generating capacities of more than 20 MW must monitor and record data for all frequency ride-through events, transient low-voltage disturbances that initiated reactive current injection, reactive current injection or momentary cessation for transient high-voltage disturbances, and inverter trips. The data may be recorded and stored in a central plant control system. The following data must be recorded:

Plant Level

(1) Plant three-phase voltage, current and power factor
(2) Status of ancillary reactive devices
(3) Status of all plant circuit breakers
(4) Status of plant controller

(5) Plant control set points
(6) Status of main plant transformer no load taps
(7) Status of main plant transformer tap changer (if applicable)
(8) Protective relay trips (relay target data)

Inverter Level Data

(1) Frequency, current, and voltage during frequency ride-through events
(2) Voltage and current during momentary cessation for transient high-voltage events (when used)
(3) Voltage and current during reactive current injection for transient low or high-voltage events
(4) Inverter alarm and fault codes
(5) DC current
(6) DC voltage

The data must be time synchronized to a one millisecond level of resolution. All data except phase angle measuring unit data must be sampled at least every 10 milliseconds.

The non-synchronous generating facility shall store this data for a minimum of 60 calendar days. The non-synchronous generating facility, upon request from MISO or the transmission owner, shall make this data available within 10 calendar days of the request.

v. Protection Settings

A non-synchronous generating facility, while complying with the under-frequency and over-frequency ride through requirements, shall use accurately calculated and filtered frequency measurement over a time window to set frequency protection and should not use an instantaneously calculated value to set frequency protection.

A non-synchronous generating facility, while complying with the under-voltage and over-voltage ride through requirements should use filtered Root-Mean-Squared (RMS) voltage measurement to set voltage protection.

Inverter rate-of-change-of-frequency (ROCOF) protection shall be disabled unless an equipment limitation exists that requires the inverter to trip on high ROCOF.

Appendix H To GIA – Not Applicable
Interconnection Requirements for Provisional GIA

Provisional Agreement

This GIA is being provided in accordance with Section 11.5 of the Transmission Provider's GIP, which provides among other things, that an Interconnection Customer may request that Transmission Provider provide Interconnection Customer with a Provisional Generator Interconnection Agreement that limits the transfer of energy by Interconnection Customer commensurate with that allowed for Energy Resource Interconnection Service. Interconnection Customer requested Transmission Provider to provide a Provisional Generator Interconnection Agreement for limited operation at the discretion of Transmission Provider based upon the results of available studies (by Interconnection Customer and by Transmission Provider).

A Provisional Interconnection Study, the results of which are posted on the confidential portion of the Transmission Provider's internet website, was performed by Transmission Provider in order to confirm the facilities that are required for provisional Interconnection Service and to require them to be in place prior to commencement of service under the GIA.

Interconnection Customer represents that the Interconnection Customer facilities (including Network Upgrades, Interconnection Facilities, Distribution Upgrades, System Protection Upgrades and/or Generator Upgrades) that are necessary to commence provisional Interconnection Service and meet the requirements of NERC, or any applicable regional entity for the interconnection of a new generator are in place prior to the commencement of generation from the Generating Facility and will remain in place during the term of the service. The requisite Interconnection Studies were performed for the Generating Facility. Interconnection Customer shall meet any additional requirements (including reactive power requirements) pursuant to the results of applicable future Interconnection System Impact Studies. Until such time as the applicable Interconnection Studies and any identified facilities are completed, the output of the Generating Facility will operate within the output limit prescribed in a future, if applicable, operating guide.

The maximum permissible output of the Generating Facility under Appendix A will be updated by Transmission Provider on a quarterly basis, determined in accordance with Section 11.5 of the GIP, by finding the transfer limit of energy commensurate with the analysis for Energy Resource Interconnection Service ("ERIS"). This study shall be performed assuming the system topology represented by the base cases used to calculate Available Flowgate Capability, as described in Attachment C of the Tariff, with dispatch and optimization algorithms posted on the MISO internet site and operation above those limits will be deemed as unauthorized use of the Transmission System and subject to provisions in the Tariff surrounding that use.

Use of interim operating guide

Implementation of interim operating guide, if applicable, will constitute an interim solution that will permit Interconnection Customer to operate the Generating Facility under conditional Interconnection Service until planned Network Upgrades are constructed. Any interim operating

guide will be subject to the approval of Transmission Owner and Transmission Provider. Minimum requirements for an interim operating guide are as indicated below.

* Transmission Operator will have control of breaker(s) dedicated to the Generating Facility and will be able to trip the Interconnection Customer's Generating Facility
* Protection schemes must be tested and operative
* Interconnection Customer will provide continuous communication capability with the Generator Operator
* Interconnection Customer and the owner of the Existing Generating Facility will enter into an operating agreement or similar agreement which designates, among other things, the responsibilities and authorities of each of the parties and shall be subject to the acceptance of Transmission Provider and Transmission Owner.
* A termination date consistent with completion of construction of Network Upgrades will be included as part of all operating guides accepted by Transmission Owner and Transmission Provider.

Interconnection Customer assumes all risks and liabilities with respect to changes, which may impact the Generator Interconnection Agreement including, but not limited to, change in output limits and responsibilities for future Network Upgrade and cost responsibilities that have not yet been identified on the direct connect Transmission System as well as all affected Transmission, Distribution or Generation System(s) including non-Transmission Provider Systems. Such upgrades will be determined pursuant to the Tariff and Policies in effect at the time of the Interconnection Studies.

Appendix I To GIA – Not Applicable
Requirements Applicable to Surplus Interconnection Service

Where this GIA provides for Surplus Interconnection Service, Interconnection Customer acknowledges, agrees to, and will be required to operate under the following conditions:

1) The combined Real-Time Offers, including Energy and Operating Reserves, of the Generating Facility and the Existing Generating Facility with which Interconnection Customer has an executed Energy Displacement Agreement must be less than or equal to Interconnection Service limit (MW, MVAR, MVA output) provided in Exhibit I-1 (Monitoring and Consent Agreement) (hereinafter, "Interconnection Service limit"). In the event that the sum of the simultaneous energy output of the Surplus Interconnection Service Generating Facility and the Existing Generating Facility exceeds such Interconnection Service limit, MISO reserves the right to curtail and/or disconnect the Generating Facility immediately.

   In the event that the sum of the emergency and/or economic maximum offer limits of the Generating Facility and the Existing Generating Facility exceeds the Interconnection Service limit, MISO reserves the right to curtail and/or disconnect the Generating Facility immediately.

2) The total MW, MVAR, MVA output at the Point of Interconnection resulting from the combined output of the Generating Facility with Surplus Interconnection Service and the Existing Generating Facility with which Interconnection Customer has an executed Energy Displacement Agreement shall not at any time exceed the Interconnection Service limit.

3) The Existing Generating Facility with which Interconnection Customer has an executed Energy Displacement Agreement is not relieved of any applicable requirements under the RAR of the Tariff.

4) The Interconnection Customer shall submit to the Transmission Provider a report by the seventh Calendar Day of each month showing the prior month's output, by 15 minute increment, the combined real-time offers and cleared energy injection. The Existing Generating Facility and the Interconnection Customer shall cooperate consistent with other provisions in the Tariff to the extent necessary to ensure accuracy of the report. Transmission Provider shall provide a template for this report.

Exhibit I-1 (Completed Monitoring and Consent Agreement - Appendix 11 of the GIP)

Exhibit I-2 (Completed Energy Displacement Agreement - Appendix 12 of the GIP)

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 10

Kentucky State Board on Electric Generation and Transmission Siting
Weirs Creek Solar, LLC – Case No. 2024-00099
Application – Exhibit 10

Filing Requirement

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

Respondent: Lester Morales

Pursuant to KRS 278.706(2)(j), the attached Weirs Creek Economic Impact Analysis was prepared by Dr. David G. Loomis, Bryan Loomis, and Chris Thankan, under the direction and supervision of Jason Andrews, on behalf of Weirs Creek Solar, LLC. The local and state tax analysis included in this report does not reflect tax abatement at any level. Weirs Creek does not have any tax abatement agreements in place and will be seeking a Payment-in-Lieu of Taxes ("PILOT") agreement with County. Weirs Creek will update the Kentucky Siting Board if there are any changes in pursuant of a tax abatement or PILOT with local and/or state authorities.

Attachment A: Weirs Creek Solar, LLC Project Economic Impact Analysis – April 2024 (68 Pages)

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 10
Attachment A

Weirs Creek Solar, LLC
Project Economic Impact
Analysis
(68 Pages)

Strategic Economic Research, LLC

ECONOMIC IMPACT & LAND USE ANALYSIS OF THE WEIRS CREEK SOLAR PROJECT

April 2024

Dr. David G. Loomis,
Bryan Loomis, and
Chris Thankan

Strategic Economic Research, LLC
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About the Authors

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Dr. David G. Loomis is Professor Emeritus of Economics at Illinois State University and Co-Founder of the Center for Renewable Energy. He has over 20 years of experience in the renewable energy field. He has served as a consultant for 43 renewable energy development companies. He has testified on the economic impacts of energy projects before the Illinois Commerce Commission, Iowa Utilities Board, Missouri Public Service Commission, Illinois Senate Energy and Environment Committee, the Wisconsin Public Service Commission, Kentucky Public Service Commission, Ohio Public Siting Board, and numerous county boards. Dr. Loomis is a widely recognized expert and has been quoted in the Wall Street Journal, Forbes Magazine, Associated Press and Chicago Tribune as well as appearing on CNN.

Dr. Loomis has published 40 peer-reviewed articles in leading energy policy and economics journals. He has raised and managed over $7 million in grants and contracts from government, corporate and foundation sources. He received the 2011 Department of Energy's Midwestern Regional Wind Advocacy Award and the 2006 Best Wind Working Group Award. Dr. Loomis received his Ph.D. in economics from Temple University in 1995.

Bryan Loomis, MBA

Vice President of Strategic Economic Research, LLC

Bryan Loomis has been conducting economic impact, property tax, and land use analyses at Strategic Economic Research since 2019. He has performed or overseen over 100 wind and solar analyses, and has also provided expert testimony for permitting hearings and open houses in many states, including Colorado, Kansas, Indiana, Illinois, and Iowa. He improved the property tax analysis methodology at SER by researching various state taxing laws and implementing depreciation, taxing jurisdiction millage rates and other factors into the tax analysis tool. Before working with SER, Bryan ran a consulting agency, working with over 30 technology startups on growth and marketing. Bryan received his MBA from Belmont University in 2016.

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Christopher Thankan assists with the production of the economic impact studies including sourcing, analyzing, and graphing government data. He also performs economic and property tax analysis for wind, solar, and transmission projects. Chris has a Bachelor of Science degree in Sustainable & Renewable Energy and minored in Economics.

Strategic Economic Research, LLC (SER) provides economic consulting for renewable energy projects across the U.S. We have produced over 300 economic impact reports in 32 states. Research Associates who performed work on this project include Paige Afram, Amanda Battaglia, Zoë Calio, Patrick Chen, Drew Kagel, Kathryn Keithley, Clara Lewis, Ethan Loomis, Hannah Loomis, Nita Loomis, Mandi Mitchell, Russell Piontek, Laura Roberts, Tim Roberts, Morgan Stong, Rachel Swanson, Ashley Thompson, and Cedric Volkmer.

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I. Executive Summary

NextEra is developing the Weirs Creek Solar Project in Hopkins County and Webster County, Kentucky. The purpose of this report is to aid decision makers in evaluating the economic impact of this project on Hopkins County, Webster County, and the Commonwealth of Kentucky. The basis of this analysis is to study the direct, indirect, and induced impacts on job creation, wages, and total economic output.

The Weirs Creek Solar Project is a 150-megawatt alternating current (MWac) utility-scale solar powered-electric generation facility that will utilize photovoltaic (PV) panels installed on a single-axis tracking system. The total Project represents an investment in excess of $254 million. The total development is anticipated to result in the following:

Economic Impact

Jobs – all numbers are full-time equivalents

- 273 new local jobs during construction for Hopkins County
- 50 new local jobs during construction for Webster County
- 784 new local jobs during construction for the Commonwealth of Kentucky
- 16.5 new local long-term jobs for Hopkins County
- 4.5 new local long-term jobs for Webster County
- 26.9 new local long-term jobs for the Commonwealth of Kentucky

Earnings

- Over $16.3 million in new local earnings during construction for Hopkins County
- Over $5.0 million in new local earnings during construction for Webster County
- Over $61.0 million in new local earnings during construction for the Commonwealth of Kentucky
- Over $951 thousand in new local long-term earnings for Hopkins County annually
- Over $372 thousand in new local long-term earnings for Webster County annually
- Over $1.8 million in new local long-term earnings for the Commonwealth of Kentucky annually

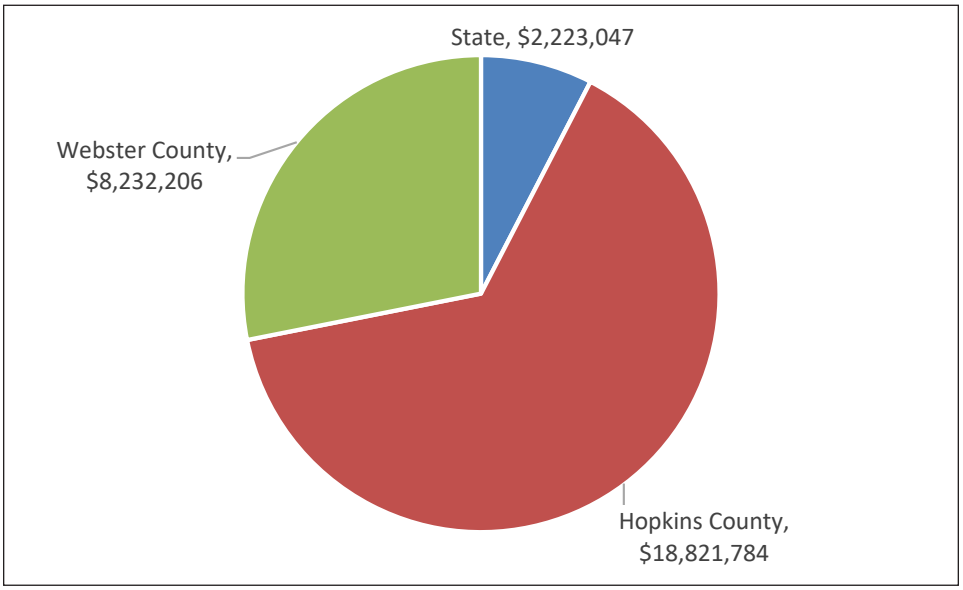
Output

- Over $39.0 million in new local output during construction for Hopkins County
- Over $9.1 million in new local output during construction for Webster County
- Over $151 million in new local output during construction for the Commonwealth of Kentucky
- Over $4.0 million in new local long-term output for Hopkins County annually
- Over $2.2 million in new local long-term output for Webster County annually
- Over $7.7 million in new local long-term output for the Commonwealth of Kentucky annually

Increased Revenue Payments

- Over $18.8 million in total county property taxes for Hopkins County over the life of the Project
- Over $8.2 million in total county property taxes for Webster County over the life of the Project
- Over $2.2 million in total state property taxes for the Commonwealth of Kentucky over the life of the Project
- Over $29.2 million in property taxes in total for all taxing districts over the life of the Project

Figure 1 – Total Property Taxes Paid by the Weirs Creek Solar Project



This report also performs an economic land use analysis regarding the leasing of agricultural land for the new solar farms. That analysis yields the following results:

Land Use

Using a real-options analysis, the land use value of solar leasing far exceeds the value of agricultural use.

Hopkins County:

- For soybean farming to generate more income for the landowner and local community than the solar lease, soybean prices would need to rise to $37.88 per bushel by the year 2056 or soybean yields would need to rise to 88 bushels per acre by the year 2027.
- Alternatively, corn prices would need to rise to $13.30 per bushel by the year 2056 or corn yields would need to rise to 264.6 bushels per acre by the year 2027 for corn farming to generate more income for the landowner and local community than the solar lease.
- At the time of this report, soybean and corn prices are $12.90 and $4.90 per bushel respectively and yields are 53.2 and 173.1 bushels per acre respectively.

Webster County:

- For soybean farming to generate more income for the landowner and local community than the solar lease, soybean prices would need to rise to $34.57 per bushel by the year 2056 or soybean yields would need to rise to 89 bushels per acre by the year 2027.
- Alternatively, corn prices would need to rise to $12.49 per bushel by the year 2056 or corn yields would need to rise to 260.8 bushels per acre by the year 2027 for corn farming to generate more income for the landowner and local community than the solar lease.
- At the time of this report, soybean and corn prices are $12.90 and $4.90 per bushel respectively and yields are 59 and 181.7 bushels per acre respectively.

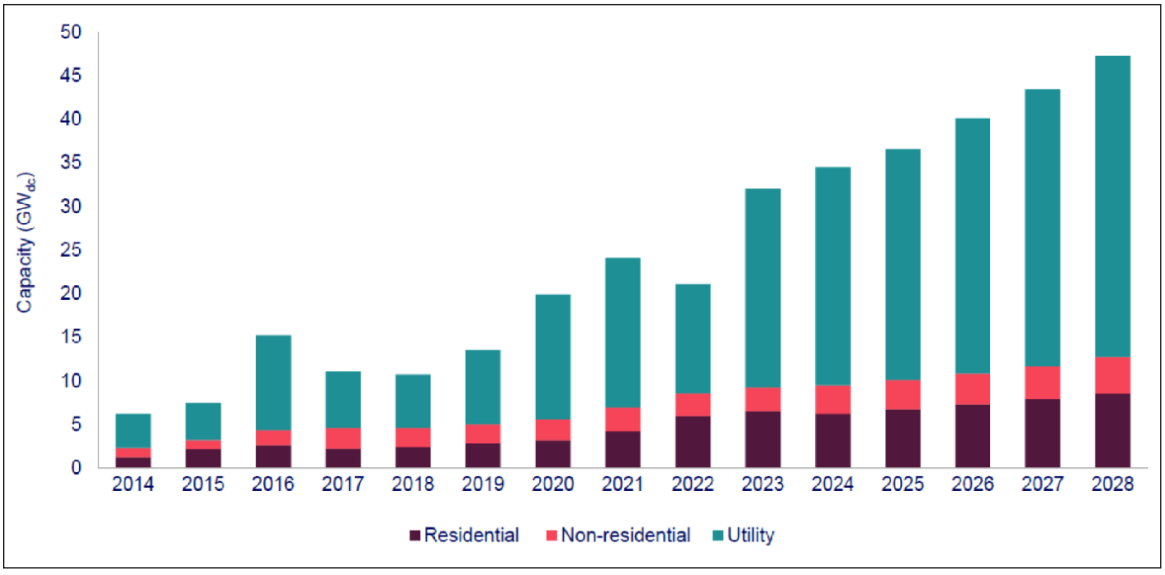
II. U.S. Solar PV Industry Growth and Economic Development

a. U.S. Solar PV Industry Growth

The U.S. solar industry is growing at a rapid but uneven pace. Solar energy systems are installed for onsite use, including residential, commercial, and industrial properties, and utility-scale solar powered-electric generation facilities intended for wholesale distribution. The Weirs Creek Solar Project is a utility-scale solar PV project intended for wholesale markets through the transmission grid. From 2013 to 2018, the amount of electricity generated from solar had more than quadrupled, increasing 444% (SEIA, 2020). The industry has continued to add increasing numbers of PV systems to the grid. In the first half of 2021, the U.S. installed over 11,000 MW direct current (MWdc) of solar PV driven mostly by utility-scale PV which exceeds most of the annual installations in the last decade. Figure 2 shows the historical capacity additions as well as the forecasted additions into 2028. The primary driver of this overall sharp pace of growth is large price declines in solar equipment. According to Figure 3, utility-scale solar fixed tilt and single-axis tracking have decreased from an average of $6/watt in 2010 to slightly more than $1/watt in 2022. Solar PV also benefits from the Federal Investment Tax Credit (ITC) which provides a tax credit for residential and commercial properties.

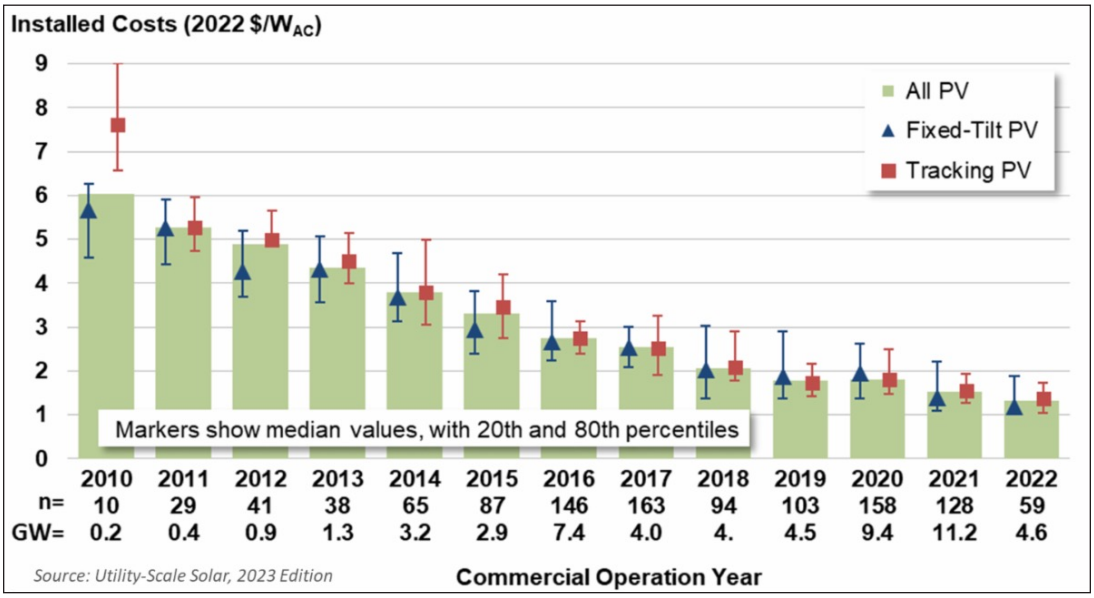
Utility-scale PV leads the installation growth in the U.S. Just under 12 GWdc of utility PV projects were completed in 2022. According to Figure 4, there are 90,300 MWdc of contracted utility-scale installations that have not been built yet.

Figure 2 – Annual U.S. Solar PV Installations, 2014 – 2028E



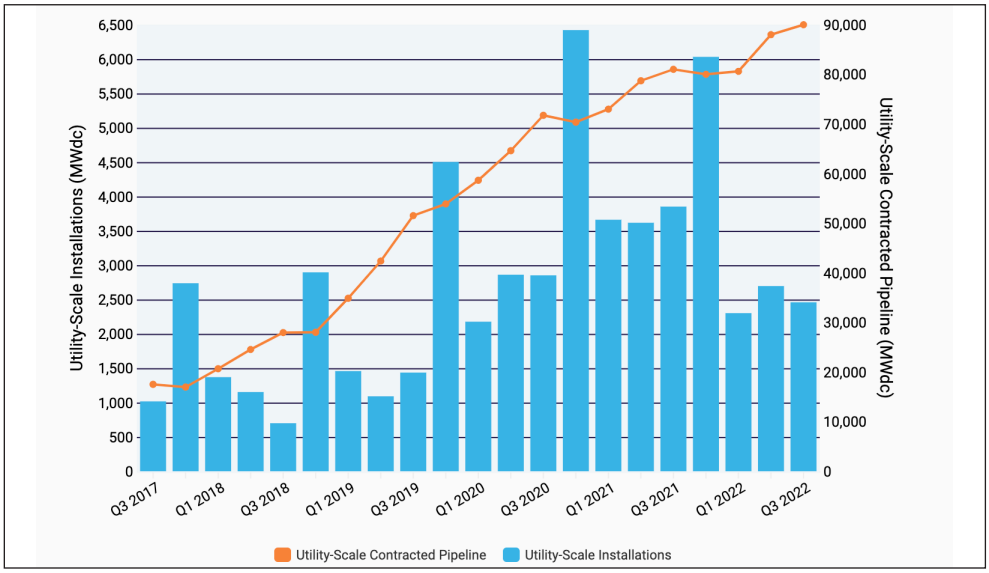
Source: Solar Energy Industries Association, Solar Market Insight Report Q3 2023

Figure 3 – Installed Costs of Utility-Scale Solar from 2010 to 2022 (adjusted for inflation)



Source: Lawrence Berkeley National Laboratory, Utility-Scale Solar, 2023 Edition

Figure 4 – U.S. Utility PV Installations vs. Contracted Pipeline



Source: Solar Energy Industries Association, Solar Market Insight Report Q4 2022

b. Kentucky Solar PV Industry

According to SEIA, Kentucky is ranked 43rd in the U.S. in cumulative installations of solar PV. California, Texas, and Florida are the top 3 states for solar PV which may not be surprising because of the high solar irradiation that they receive. However, there are other states with similar solar irradiation to Kentucky that rank highly, including New York (8th), New Jersey (9th), Massachusetts (10th), and Virginia (11th). In 2023, Kentucky installed 20.11 MW of solar electric capacity bringing its cumulative capacity to 192.03 MW.

Kentucky has great potential to expand its solar installations. Kentucky has several utility-scale solar farms in operation including Turkey Creek Solar (50 MW) in Garrard County; E. W. Brown Solar (10 MW) in Mercer County; and Cooperative Solar One (8.5 MW) in Clark County.[1] The 150 MW Weirs Solar Project will be one of the largest installations in Kentucky to date.

There are 45 solar companies in Kentucky including 13 manufacturers, 13 installers/developers, and 19 others.[2] Figure 5 shows the locations of solar companies in Kentucky as of the time of this report. Currently, there are 1,595 solar jobs in the Commonwealth of Kentucky according to SEIA.

Figure 6 shows the Kentucky historical installed capacity by year according to the SEIA. Solar installation saw huge growth in 2022 and is forecasted to continue to grow in 2024 and beyond. Over the next five years, solar in Kentucky is projected to grow by 2,846.15 MW.

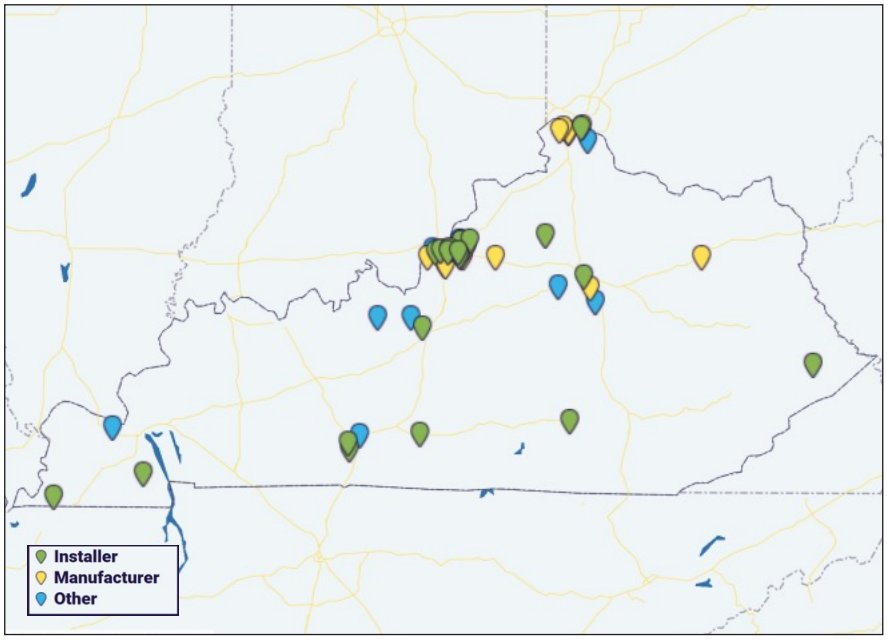
The Energy Information Administration (EIA) calculated the number of megawatt-hours generated from different energy sources in 2023. As shown in Figure 7, the greatest percentage of electricity generated in Kentucky comes from coal with 68.4%, followed by natural gas with 23.1%, and hydroelectric conventional with 7.4%. Approximately 0.2% of the total electricity power generated in Kentucky came from solar thermal and solar PV in 2023.

The U.S. Department of Energy sponsors the U.S. Energy and Employment Report each year. Electric Power Generation covers all utility and non-utility employment across electric generating technologies, including fossil fuels, nuclear, and renewable technologies. It also includes employees engaged in facility construction, turbine and other generation equipment manufacturing, operations and maintenance, and wholesale parts distribution for all electric generation technologies. According to Figure 8, employment in Kentucky in the solar energy industry (1,891) is larger than coal electric generation (1,402), natural gas generation (785) and nuclear generation (118).

[1] The megawatts listed in this paragraph are MWac. To convert to MWdc, multiply the MWac by 1.3 to get the approximate MWdc capacity.

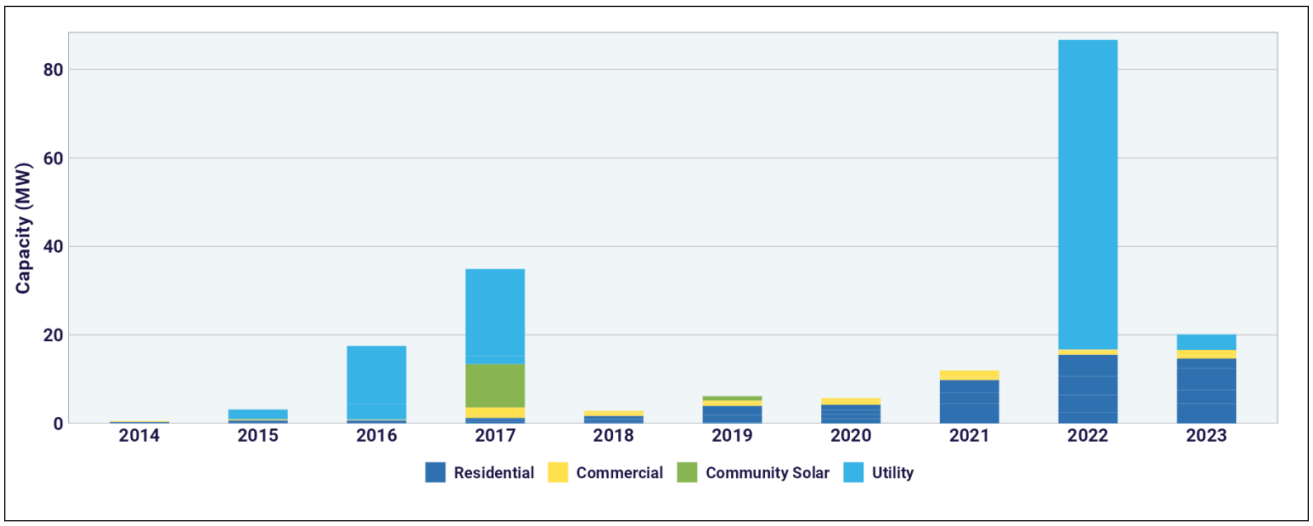
[2] "Other" includes Sales and Distribution, Project Management, and Engineering.

Figure 5 – Solar Company Locations in Kentucky



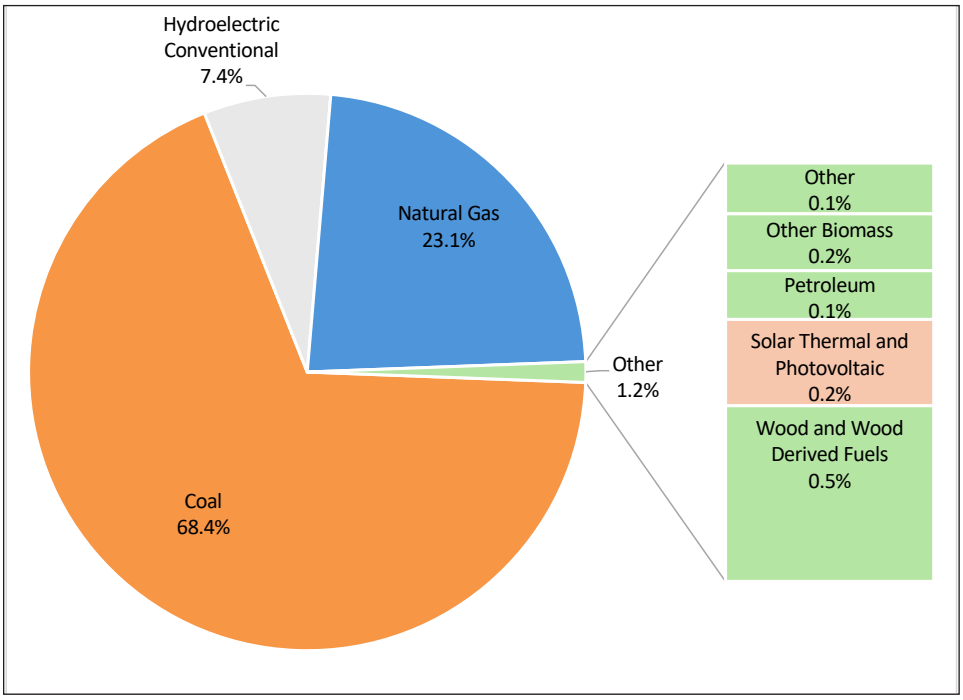
Source: Solar Energy Industries Association, Solar Spotlight: Kentucky, Q4 2023

Figure 6 – Kentucky Annual Solar Installations



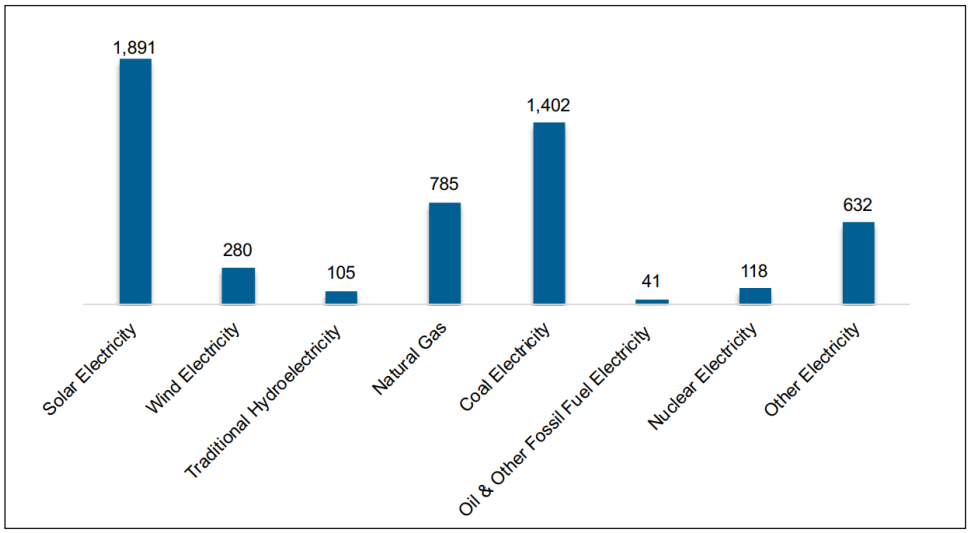
Source: Solar Energy Industries Association, Solar Spotlight: Kentucky, Q4 2023

Figure 7 – Electric Generation by Fuel Type for Kentucky in 2023



Source: U.S. Energy Information Association (EIA): Kentucky, 2023

Figure 8 – Electric Generation Employment by Technology



Source: U.S. Energy and Employment Report 2023: Kentucky

c. Economic Benefits of Utility-Scale Solar PV Energy

Utility-scale solar powered-electric generation facilities have numerous economic benefits. Solar PV installations create job opportunities in the local area during both the short-term construction phase and the long-term operational phase. In addition to the workers directly involved in the construction and maintenance of the solar energy project, numerous other jobs are supported through indirect supply chain purchases and the higher spending that is induced by these workers. Solar PV projects strengthen the local tax base and help improve county services, and local infrastructure, such as public roads.

Bessette et al. (2024) state that the potential economic benefits of a utility-scale solar project would include "increased property tax revenue, landowner payments, and increased employment" (Bessette et al., 2024, 7). They highlight the fact that the tax benefits have been difficult for residents to understand – perhaps because they have not been quantified clearly. They also mention both the direct and indirect (supply chain) economic impacts.

Numerous studies have quantified the economic benefits of solar PV projects across the United States and have been published in peer-reviewed academic journals using the same methodology as this report. Some of these studies examine smaller-scale solar systems, and some examine utility-scale solar energy. Croucher (2012) uses NREL's Jobs and Economic Development Impacts ("JEDI") modeling methodology to find which state will receive the greatest economic impact from installing one hundred 2.5 kW residential systems. He shows that Pennsylvania ranked first supporting 28.98 jobs during installation and 0.20 jobs during operations. Illinois ranked second supporting 27.65 jobs during construction and 0.18 jobs during operations.

Jo et al. (2016) analyzes the financing options and economic impact of solar PV systems in Normal, IL and uses the JEDI model to determine the county and state economic impact. The study examines the effect of 100 residential retrofit fixed-mount crystalline-silicone systems having a nameplate capacity of 5kW. Eight JEDI models estimated the economic impacts using different input assumptions. They found that county employment impacts varied from 377 to 1,059 job-years during construction and 18.8 to 40.5 job-years during the operating years. Each job-year is a full-time equivalent job of 2,080 hours for a year.

Strategic Economic Research (2020) performed economic impact studies for the 188 MW AEUG Fleming Solar Project located in Fleming County, Kentucky and the 100 MW AEUG Madison Solar Project in Madison County, Kentucky that were filed with the Kentucky Siting Board. Those studies found that Fleming Solar Project would create or support 543 local jobs during construction and 22 long-term jobs for the Commonwealth of Kentucky and that the Madison Solar Project would create or support 394 local jobs during construction and 12.8 long-term jobs for the Commonwealth of Kentucky.

Michaud (2022) studied the economic impacts of the proposed 50 MW Thoroughbred Solar Project on the Commonwealth of Kentucky, finding a total of 294 contruction jobs and 7 O&M jobs, along with $36.3 million of total economic impacts during the construction phase and $1.5 million annually during operations.

Several other reports quantify the economic impact of solar energy. Bezdek (2006) estimates the economic impact for the State of Ohio and finds the potential for PV market in Ohio to be $25 million with 200 direct jobs and 460 total jobs. The Center for Competitive Florida (2009) estimates the impact if the state were to install 1,500 MW of solar and finds that 45,000 direct jobs and 50,000 indirect jobs could be created. The Solar Foundation (2013) uses the JEDI modeling methodology to show that Colorado's solar PV installation to date created 10,790 job-years. They also analyze what would happen if the state were to install 2,750 MW of solar PV from 2013 to 2030 and find that it would result in nearly 32,500 job years. Berkman et al. (2011) estimates the economic and fiscal impacts of the 550 MWac Desert Sunlight Solar Farm. The project creates approximately 440 construction jobs over a 26-month period, $15 million in new sales tax revenues, $12 million in new property revenues for Riverside County, CA, and $336 million in indirect benefits to local businesses in the county.

Finally, Jenniches (2018) performed a review of the literature assessing the regional economic impacts of renewable energy sources. After reviewing all of the different techniques for analyzing the economic impacts, he concludes "for assessment of current renewable energy developments, beyond employment in larger regions, IO [Input-Output] tables are the most suitable approach" (Jenniches, 2018, 48). Input-Output analysis is the basis for the methodology used in the economic impact analysis of this report.

III. Project Description and Location

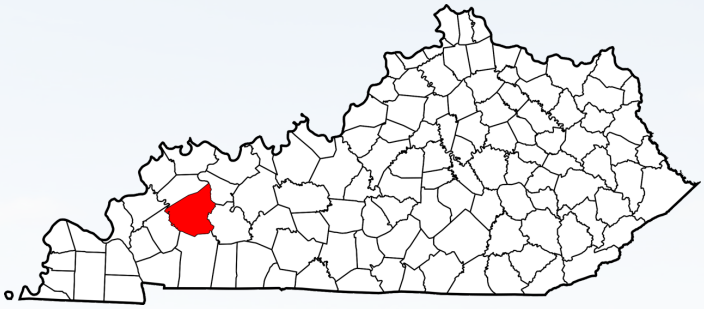
a. Weirs Creek Solar Project

NextEra is developing the Weirs Creek Solar Project in Hopkins County and Webster County, Kentucky. The Project consists of an estimated 150-megawatt alternative current (MWac) utility-scale solar powered-electric generation facility that will utilize photovoltaic (PV) panels installed on a single-axis tracking system. The total Project represents an investment in excess of $254 million.

b. Hopkins County, Kentucky

Hopkins County is located in the western part of Kentucky (see Figure 9). It has a total area of 554 square miles, and the U.S. Census estimates that the 2022 population was 44,812 with 21,044 housing units. The county has a population density of 82 (persons per square mile) compared to 114 for the Commonwealth of Kentucky (2020). Median household income in the county was $54,466 in 2022 (U.S. Census Bureau, 2024).

Figure 9 – Location of Hopkins County, Kentucky



i. Economic and Demographic Statistics

As shown in Table 1, the largest industries in the county are "Health Care and Social Assistance" followed by "Administrative Government," "Transportation and Warehousing," and "Retail Trade." These data for Table 1 come from IMPLAN covering the year 2022 (the latest year available).

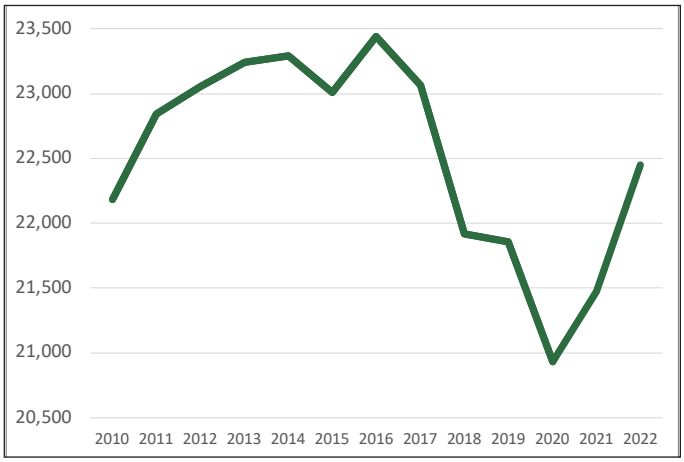
Table 1 provides the most recent snapshot of total employment but does not examine the historical trends within the county. Figure 10 shows employment from 2010 to 2022. Total employment in Hopkins County was at its highest at 23,440 in 2016 and its lowest at 20,934 in 2020 (BEA, 2024).

Table 1 – Employment by Industry in Hopkins County

Industry	Number	Percent
Health Care and Social Assistance	3,159	14.0%
Administrative Government	2,659	11.8%
Transportation and Warehousing	2,364	10.5%
Retail Trade	2,282	10.1%
Manufacturing	1,952	8.7%
Accommodation and Food Services	1,588	7.1%
Construction	1,512	6.7%
Professional, Scientific, and Technical Services	1,263	5.6%
Agriculture, Forestry, Fishing and Hunting	1,183	5.3%
Other Services (except Public Administration)	987	4.4%
Administrative and Support and Waste Management and Remediation Services	852	3.8%
Real Estate and Rental and Leasing	640	2.8%
Finance and Insurance	609	2.7%
Mining, Quarrying, and Oil and Gas Extraction	477	2.1%
Wholesale Trade	333	1.5%
Government Enterprises	141	0.6%
Management of Companies and Enterprises	132	0.6%
Arts, Entertainment, and Recreation	127	0.6%
Utilities	107	0.5%
Information	101	0.4%
Educational Services	37	0.2%

Source: Impact Analysis for Planning (IMPLAN), County Employment by Industry, 2022

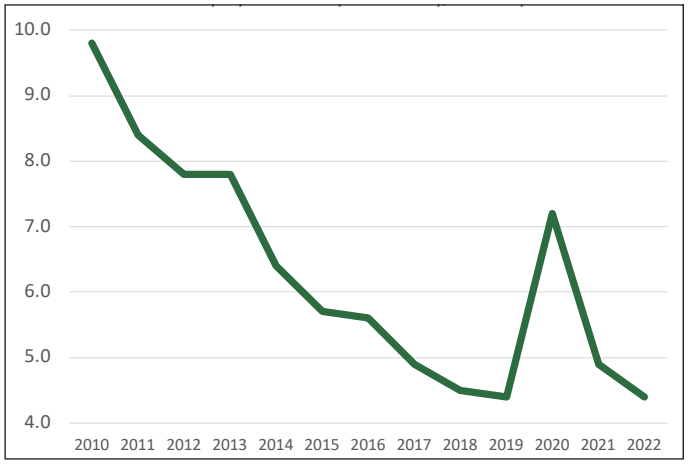
Figure 10 – Total Employment in Hopkins County from 2010 to 2022



Source: Bureau of Economic Analysis, Regional Data, GDP and Personal Income, 2010-2022

The unemployment rate signifies the percentage of the labor force without employment in the county. Figure 11 shows the unemployment rates from 2010 to 2022. Unemployment in Hopkins County was at its highest at 9.8% in 2010 and decreased to its lowest of 4.4% in 2019. The unemployment rate spiked to 7.2% in 2020 then normalized and returned to 4.4% in 2022 (FRED, 2024).

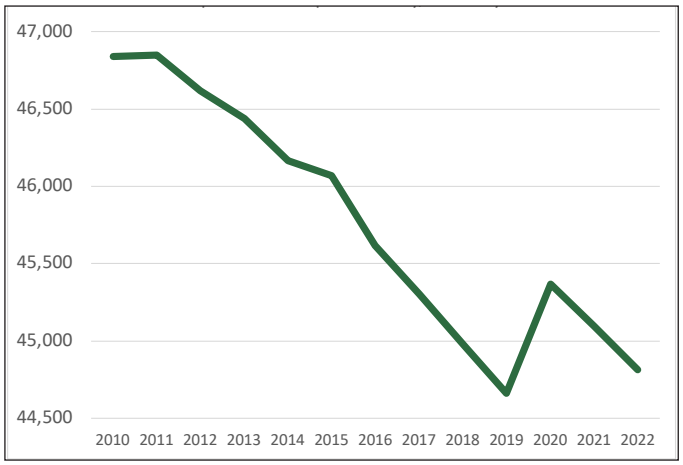
Figure 11 – Unemployment Rate in Hopkins County from 2010 to 2022



Source: Federal Reserve Bank of St. Louis Economic Data, U.S. Census Bureau, Unemployment Rates, 2010-2022

The overall population in the county has decreased steadily, as shown in Figure 12. Hopkins County's population was 46,841 in 2010 and 44,660 in 2019, a loss of 2,181 people in 9 years. The population rose to 45,366 in 2020, then lowered to 44,812 in 2022 (FRED, 2024).

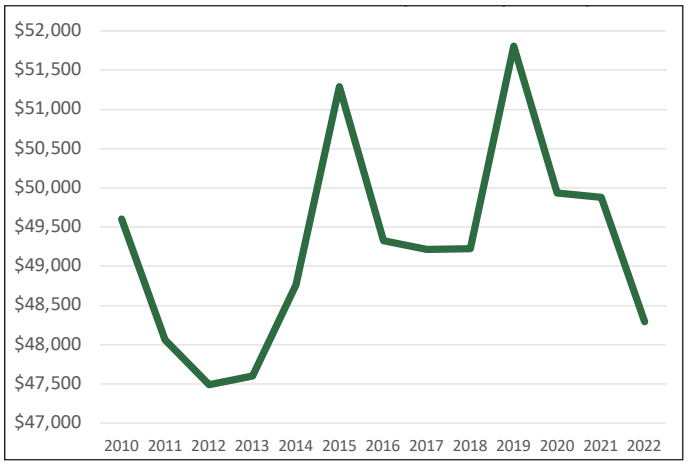
Figure 12 – Population in Hopkins County from 2010 to 2022



Source: Federal Reserve Bank of St. Louis Economic Data, U.S. Census Bureau, Population Estimates, 2010-2022

Household income has fluctuated significantly in the county. Figure 13 shows the real median household income in Hopkins County from 2010 to 2022. Using the national Consumer Price Index (CPI), the nominal median household income for each year was adjusted to 2022 dollars. Household income was at its lowest at $47,847 in 2012 and its highest at $51,806 in 2019 (FRED, 2024).

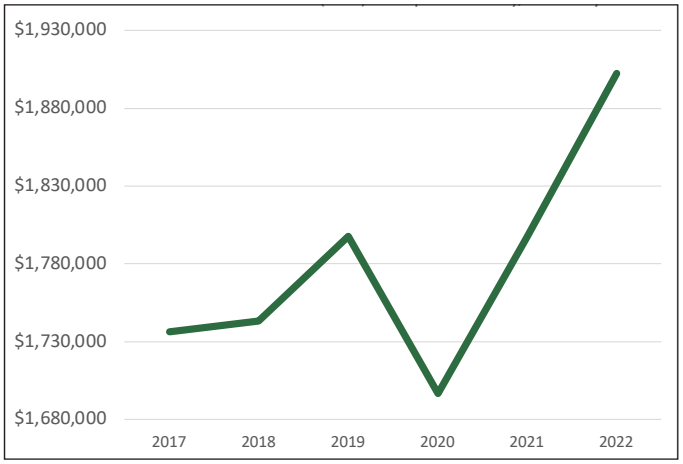
Figure 13 – Real Median Household Income in Hopkins County from 2010 to 2022



Source: Federal Reserve Bank of St. Louis Economic Data, U.S. Census Bureau, Estimate of Median Household Income, 2010-2022

Real Gross Domestic Product (GDP) is a measure of the value of goods and services produced in an area and adjusted for inflation over time. The Real GDP for Hopkins County has increased since hitting a low in 2020, as shown in Figure 14 (FRED, 2024).

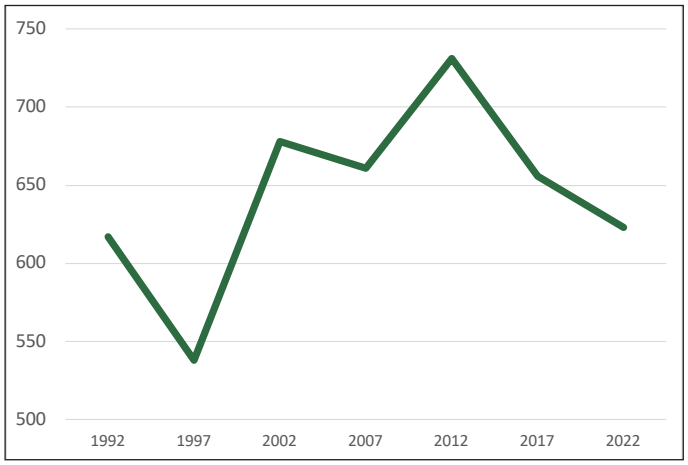
Figure 14 – Real Gross Domestic Product (GDP) in Hopkins County from 2017 to 2022



Source: Federal Reserve Bank of St. Louis Economic Data, U.S. Census Bureau, Real Gross Domestic Product, 2017-2022

The farming industry has fluctuated in Hopkins County. As shown in Figure 15, the number of farms hit a low of 538 in 1997 and a high of 731 in 2012.

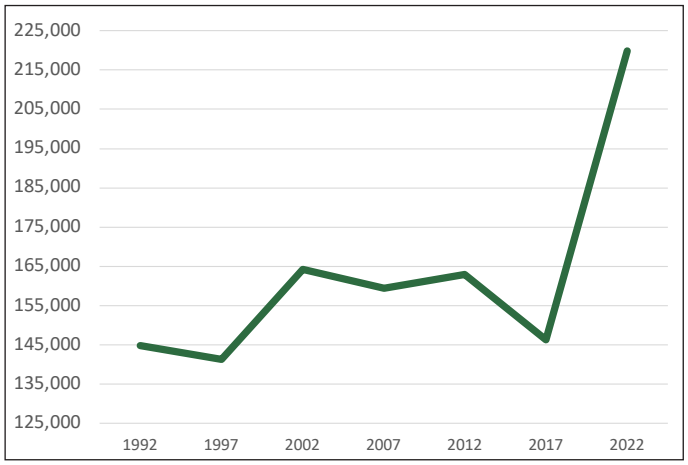
Figure 15 – Number of Farms in Hopkins County from 1992 to 2022



Source: USDA National Agricultural Statistics Service, Census of Agriculture, 1992-2022

The amount of land in farms has grown significantly from 2017 to 2022. The county farmland hit a low of 141,248 acres in 1997 and a high of 219,888 acres in 2022, according to Figure 16.

Figure 16 – Land in Farms in Hopkins County from 1992 to 2022



Source: USDA National Agricultural Statistics Service, Census of Agriculture, 1992-2022

ii. Agricultural Statistics

According to the 2017 Census of Agriculture, Kentucky is ranked twenty-sixth among U.S. states in total value of agricultural products sold (USDA NASS, 2019). It is ranked twenty-third in the value of livestock and twenty-third in the value of crops (USDA NASS, 2019). In 2023, Kentucky had 69,100 farms and 12.4 million acres in operation with the average farm being 179 acres (USDA NASS, 2024). Kentucky had 45 thousand cattle and produced 915 million pounds of milk (USDA NASS, 2024). In 2022, Kentucky yields averaged 187 bushels per acre for corn with a total market value of $1.37 billion (USDA NASS, 2024). Soybean yields averaged 55 bushels per acre with a total market value of $1.29 billion (USDA NASS, 2024). The average net cash farm income per farm is $20,784 (USDA NASS, 2019).

In 2022, Hopkins County had 623 farms covering 219,888 acres for an average farm size of 353 acres. The total market value of products sold was $211 million, with 45% coming from livestock sales and 55% coming from crop sales. The average net cash farm income of operations was $113,431 (USDA NASS, 2024).

The 606 acres planned to be used by the Weirs Creek Solar Project represents just 0.28% of the acres used for farming in Hopkins County. As we will show in the Land Use section, solar farming is a better land use on a purely economic basis than livestock or crops for the particular land in this Project.

c. Webster County, Kentucky

Webster County is located in the western part of Kentucky (see Figure 17). It has a total area of 336 square miles, and the U.S. Census estimates that the 2022 population was 12,726 with 5,740 housing units. The county has a population density of 39 (persons per square mile) compared to 114 for the Commonwealth of Kentucky (2020). Median household income in the county was $55,451 in 2022 (U.S. Census Bureau, 2024).

Figure 17 – Location of Webster County, Kentucky

i. Economic and Demographic Statistics

As shown in Table 2, the largest industries in the county are "Agriculture, Forestry, Fishing and Hunting" followed by "Administrative Government," "Construction," and "Health Care and Social Assistance." These data for Table 2 come from IMPLAN covering the year 2022 (the latest year available).

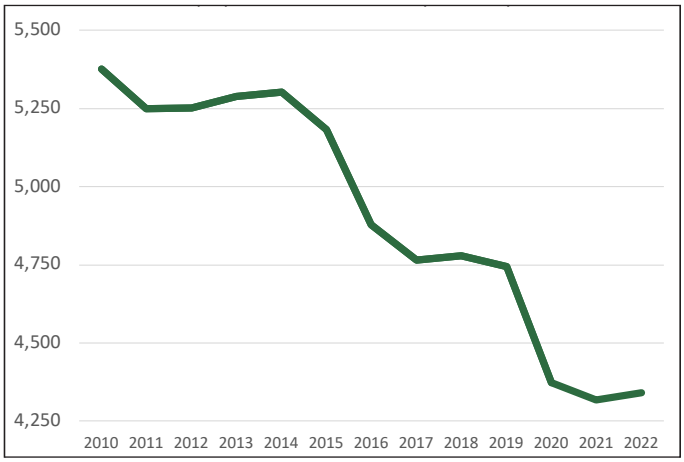
Table 2 provides the most recent snapshot of total employment but does not examine the historical trends within the county. Figure 18 shows employment from 2010 to 2022. Total employment in Webster County was at its highest at 5,376 in 2010 and its lowest at 4,318 in 2021 (BEA, 2024).

Table 2 – Employment by Industry in Webster County

Industry	Number	Percent
Agriculture, Forestry, Fishing and Hunting	655	15.7%
Administrative Government	615	14.7%
Construction	510	12.2%
Health Care and Social Assistance	466	11.2%
Retail Trade	369	8.8%
Manufacturing	278	6.7%
Transportation and Warehousing	185	4.4%
Accommodation and Food Services	172	4.1%
Finance and Insurance	144	3.4%
Administrative and Support and Waste Management and Remediation Services	131	3.1%
Professional, Scientific, and Technical Services	131	3.1%
Real Estate and Rental and Leasing	121	2.9%
Other Services (except Public Administration)	104	2.5%
Wholesale Trade	89	2.1%
Government Enterprises	58	1.4%
Arts, Entertainment, and Recreation	44	1.0%
Mining, Quarrying, and Oil and Gas Extraction	33	0.8%
Information	24	0.6%
Management of Companies and Enterprises	18	0.4%
Utilities	16	0.4%
Educational Services	14	0.3%

Source: Impact Analysis for Planning (IMPLAN), County Employment by Industry, 2022

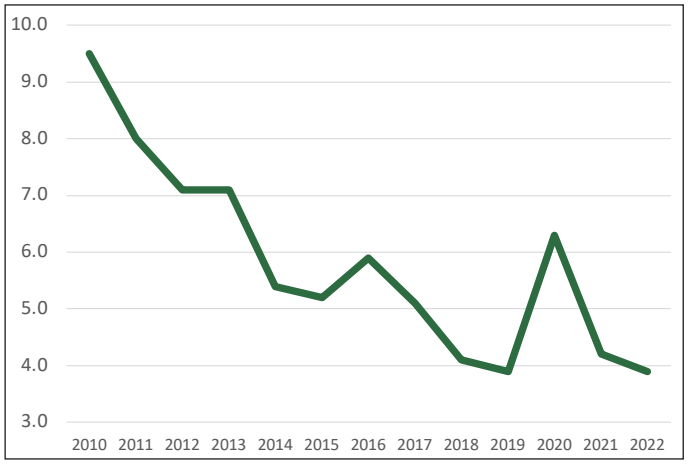
Figure 18 – Total Employment in Webster County from 2010 to 2022



Source: Bureau of Economic Analysis, Regional Data, GDP and Personal Income, 2010-2022

The unemployment rate signifies the percentage of the labor force without employment in the county. Figure 19 shows the unemployment rates from 2010 to 2022. Unemployment in Webster County was at its highest at 9.5% in 2010 and its lowest at 3.9% in 2019 and 2022. The unemployment rate spiked to 6.3% in 2020 but normalized back to 3.9% in 2022 (FRED, 2024).

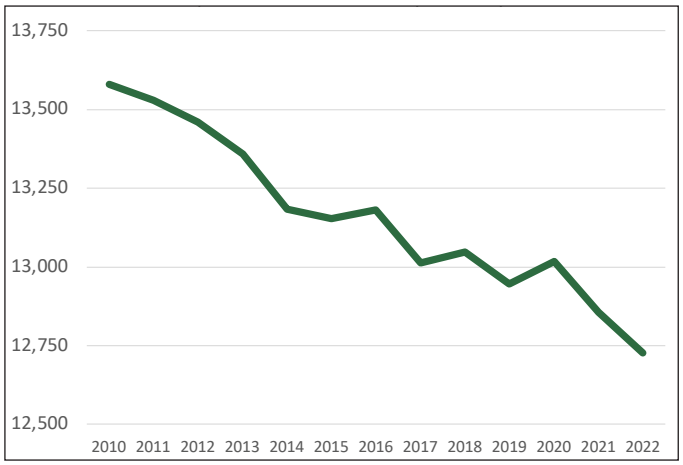
Figure 19 – Unemployment Rate in Webster County from 2010 to 2022



Source: Federal Reserve Bank of St. Louis Economic Data, U.S. Census Bureau, Unemployment Rates, 2010-2022

The overall population in the county has decreased significantly, as shown in Figure 20. Webster County's population was 13,579 in 2010 and 12,726 in 2022, a loss of 853 people (FRED, 2024). The average annual population decrease over this time period was 71 people.

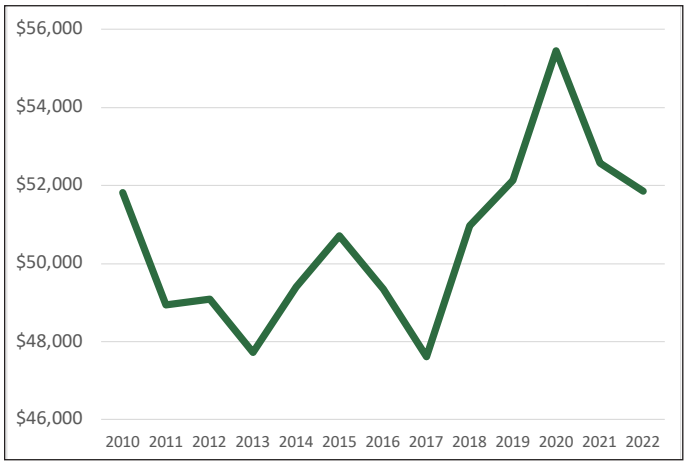
Figure 20 – Population in Webster County from 2010 to 2022



Source: Federal Reserve Bank of St. Louis Economic Data, U.S. Census Bureau, Population Estimates, 2010-2022

Household income has fluctuated significantly in the county. Figure 21 shows the real median household income in Webster County from 2010 to 2022. Using the national Consumer Price Index (CPI), the nominal median household income for each year was adjusted to 2022 dollars. Household income was at its lowest at $47,607 in 2017 and its highest at $55,457 in 2020 (FRED, 2024).

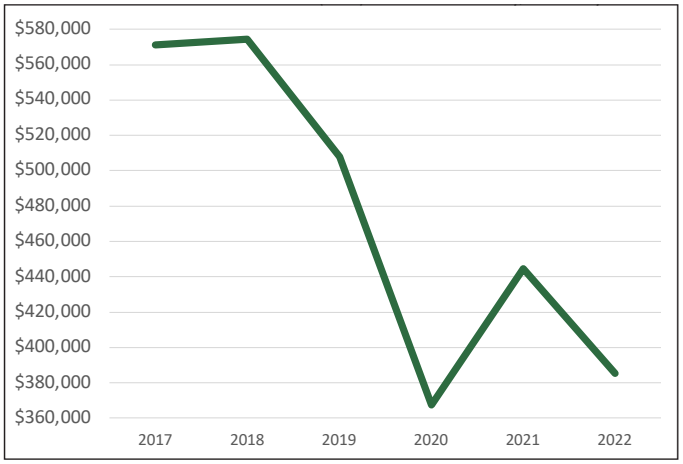
Figure 21 – Real Median Household Income in Webster County from 2010 to 2022



Source: Federal Reserve Bank of St. Louis Economic Data, U.S. Census Bureau, Estimate of Median Household Income, 2010-2022

Real Gross Domestic Product (GDP) is a measure of the value of goods and services produced in an area and adjusted for inflation over time. The Real GDP for Webster County has decreased significantly since hitting a high in 2018, as shown in Figure 22 (FRED, 2024).

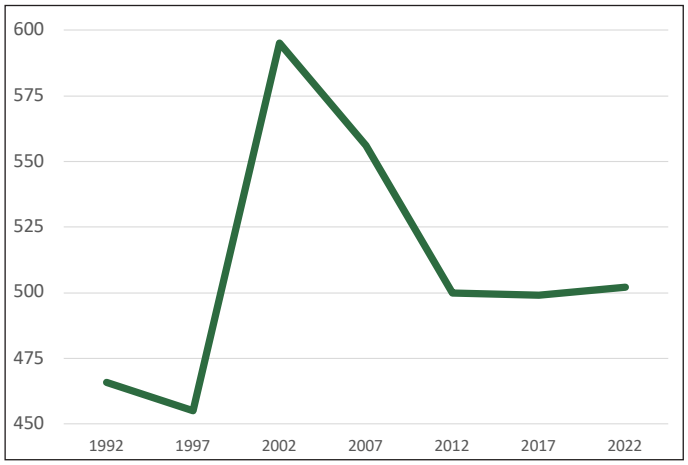
Figure 22 – Real Gross Domestic Product (GDP) in Webster County from 2017 to 2022



Source: Federal Reserve Bank of St. Louis Economic Data, U.S. Census Bureau, Real Gross Domestic Product, 2017-2022

The farming industry has fluctuated significantly in Webster County. As shown in Figure 23, the number of farms hit a low of 455 in 1997 and a high of 595 in 2002. Since 2002, the number of farms has decreased to 502.

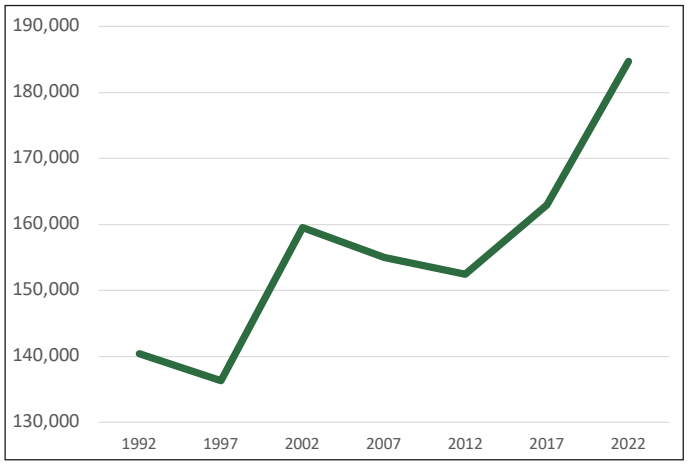
Figure 23 – Number of Farms in Webster County from 1992 to 2022



Source: USDA National Agricultural Statistics Service, Census of Agriculture, 1992-2022

The amount of land in farms has trended upward. The county farmland hit a low of 136,292 acres in 1997 and a high of 184,753 acres in 2022, according to Figure 24.

Figure 24 – Land in Farms in Webster County from 1992 to 2022



Source: USDA National Agricultural Statistics Service, Census of Agriculture, 1992-2022

ii. Agricultural Statistics

According to the 2017 Census of Agriculture, Kentucky is ranked twenty-sixth among U.S. states in total value of agricultural products sold (USDA NASS, 2019). It is ranked twenty-third in the value of livestock and twenty-third in the value of crops (USDA NASS, 2019). In 2023, Kentucky had 69,100 farms and 12.4 million acres in operation with the average farm being 179 acres (USDA NASS, 2024). Kentucky had 45 thousand cattle and produced 915 million pounds of milk (USDA NASS, 2024). In 2022, Kentucky yields averaged 187 bushels per acre for corn with a total market value of $1.37 billion (USDA NASS, 2024). Soybean yields averaged 55 bushels per acre with a total market value of $1.29 billion (USDA NASS, 2024). The average net cash farm income per farm is $20,784 (USDA NASS, 2019).

In 2022, Webster County had 502 farms covering 184,753 acres for an average farm size of 368 acres. The total market value of products sold was $258 million, with 55% coming from livestock sales and 45% coming from crop sales. The average net cash farm income of operations was $220,967 (USDA NASS, 2024).

The 394 acres planned to be used by the Weirs Creek Solar Project represents just 0.21% of the acres used for farming in Webster County. As we will show in the next section, solar farming is a better land use on a purely economic basis than livestock or crops for the particular land in this Project.

IV. Land Use Methodology

To analyze the specific economic land use decision for a solar energy facility, this section uses a methodology first proposed by Gazheli and Di Corato (2013). A "real options" model is used to look at the critical factors affecting the decision to lease agricultural land to a company installing a solar powered electric generating facility. According to their model, the landowner will look at his expected returns from the land that include the following: the price that they can get for the crop (typically corn or soybeans); the average yields from the land that will depend on amount and timing of rainfall, temperature and farming practices; and the cost of inputs including seed, fuel, herbicide, pesticide and fertilizer. Not considered is the fact that the landowner faces annual uncertainty on all these items and must be compensated for the risk involved in each of these parameters changing in the future. In a competitive world with perfect information, the returns to the land for its productivity should relate to the cash rent for the land.

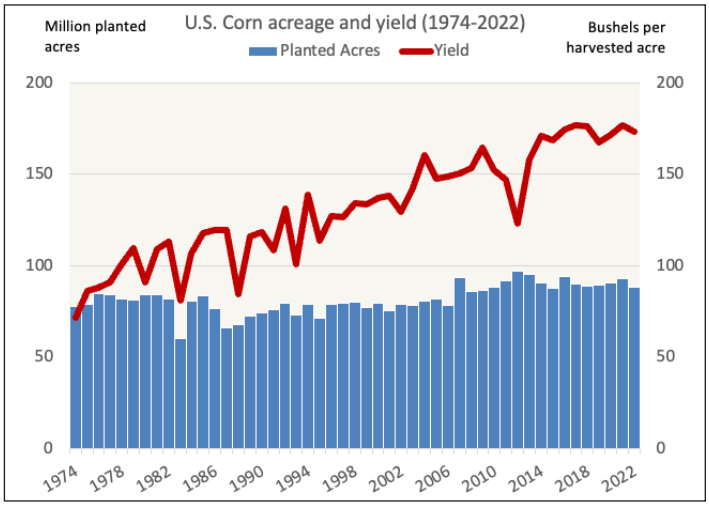
For the landowner, the key analysis will be comparing the net present value of the annual solar lease payments to expected profits from farming. The farmer will choose the solar farm lease if:

$$NPV\ (Solar\ Lease\ Payment_t) > NPV\ (P_t * Yield_t - Cost_t)$$

Where NPV is the net present value; Solar Lease $Payment_t$ is the lease payment the owner receives in year t; P_t is the price that the farmer receives for the crop (corn or soybeans) in year t; $Yield_t$ is the yield based on the number of acres and historical average of county-specific productivity in year t; $Cost_t$ is the total cost of farming in year t and will include the cost of seed, fertilizer, the opportunity cost of the farmer's time. Farming profit is the difference between revenue (price times yield) and cost. The model will use historical agricultural data from the county (or state when the county data is not available).

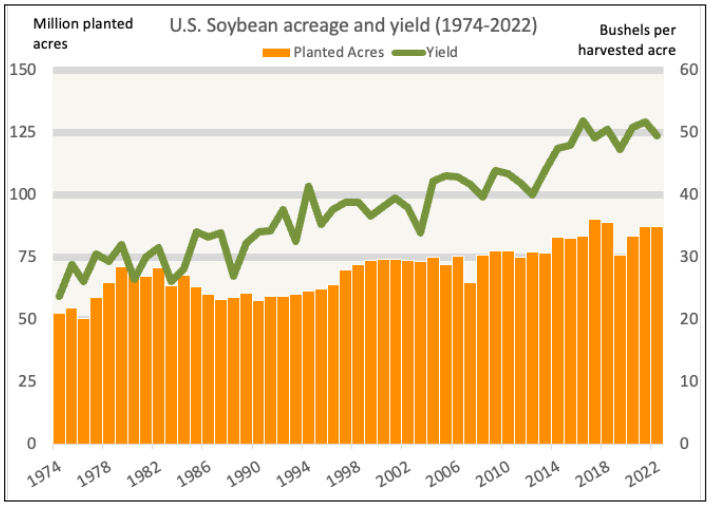
Figure 25 shows the dramatic increase in U.S. corn yields since 1974. Soybean yields have also increased though not as dramatically. Figure 26 displays the soybean yields in the U.S. since 1974.

Figure 25 – U.S. Corn Acreage and Yield



Source: USDA National Agricultural Statistics Service, Quick Stats, 2023

Figure 26 – U.S. Soybean Acreage and Yield



Source: USDA National Agricultural Statistics Service, Quick Stats, 2023

The standard net present value calculation presented above, uses the expected value of many of the variables that are stochastic (have some randomness to them). In order to forecast returns from agriculture in future years, we use a linear regression using an intercept and time trend on historical data to predict future profits.

$$\pi_t = \propto + \beta * time$$

Where π_t is the farming profit in year t; α is intercept; β is the trend and time is a simple time trend starting at 1 and increasing by 1 each time period.

V. Land Use Results

a. Hopkins County

To analyze future returns from farming the land, we will use historical data from Hopkins County to examine the local context for this analysis. The United States Department of Agriculture's National Agricultural Statistics Service publishes county-level statistics every five years. Table 3 shows the historical data from 1992 to 2022 for total farm income, production expenses, average farm size, net cash income, and average market value of machinery per farm.

Table 3 – Agricultural Statistics for Hopkins County, Kentucky

	1992	1997	2002	2007	2012	2017	2022
Total Farm Income Per Farm	NA	$2,716	$5,671	$15,254	$13,357	$21,644	$20,781
Total Farm Production Expenses (average/farm)	$24,297	$37,291	$53,807	$96,374	$120,655	$115,154	$236,579
Average Farm Size (acres)	235	263	242	241	223	223	353
Net Cash Income per Farm[3]	$9,195	$13,379	$8,501	$27,778	$35,326	$76,450	$113,431
Average Market Value of Machinery Per Farm	$32,906	$43,614	$51,452	$73,155	$81,894	$98,293	$157,705

Source: USDA National Agricultural Statistics Service, Census of Agriculture, 1992-2022

The production expenses listed in Table 3 include all direct expenses like seed, fertilizer, fuel, etc. but do not include the depreciation of equipment and the opportunity cost of the farmer's own time in farming. To estimate these last two items, we can use the average market value of machinery per farm and use straight-line depreciation for 30 years with no salvage value. This is a very conservative estimate of the depreciation since the machinery will likely qualify for a shorter life and accelerated or bonus depreciation. To calculate the opportunity cost of the farmers time, we obtained the mean hourly wage for farming in each of these years from the Bureau of Labor Statistics. Again, to be conservative, we estimate that the farmer spends a total of 16 weeks at 40 hours/week farming in a year. It seems quite likely that a farmer spends many more hours than this including direct and administrative time on the farm. These statistics and calculations are shown in Table 4.

[3] Net Cash Income per farm is reported by the NASS and does not exactly equal income minus expenses. NASS definition for this item is, "Net cash farm income of the operators. This value is the operators' total revenue (fees for producing under a production contract, total sales not under a production contract, government payments, and farm-related income) minus total expenses paid by the operators. Net cash farm income of the operator includes the payments received for producing under a production contract and does not include value of commodities produced under production contract by the contract growers. Depreciation is not used in the calculation of net cash farm income."

Table 4 – Machinery Depreciation and Opportunity Cost of Farmer's Time for Hopkins County, Kentucky

	1992	1997	2002	2007	2012	2017	2022
Average Market Value Machinery Per Farm	$32,906	$43,614	$51,452	$73,155	$81,894	$98,293	$157,705
Annual Machinery Depreciation over 30 years - Straight Line (Market Value divided by 30)	$1,097	$1,454	$1,715	$2,439	$2,730	$3,276	$5,257
Mean Hourly Wage in KY for Farming (Bureau of Labor Statistics)	$6.72	$7.64	$9.50	$9.95	$10.27	$12.62	$13.88
Annual Opportunity Cost of Farmer's Time (Wage times 16 weeks times 40 Hours/ Week)	$4,302	$4,890	$6,080	$6,368	$6,573	$8,077	$8,883

To get the total profitability of the land, we take the net cash income per farm and subtract depreciation expenses and the opportunity cost of the farmer's time. To get the profit per acre, we divide it by the average farm size. Finally, to account for inflation, we use the Consumer Price Index (CPI) to convert all profit into 2022 dollars (i.e. current dollars).[4] These calculations and results are shown in Table 5.

Table 5 – Profit Per Farm Calculations for Hopkins County, Kentucky

	1992	1997	2002	2007	2012	2017	2022
Net Cash Income per Farm	$9,195	$13,379	$8,501	$27,778	$35,326	$76,450	$113,431
Machinery Depreciation	($1,097)	($1,454)	($1,715)	($2,439)	($2,730)	($3,276)	($5,257)
Opportunity Cost of Farmer's Time	($4,302)	($4,890)	($6,080)	($6,368)	($6,573)	($8,077)	($8,883)
Profit	$3,797	$7,036	$706	$18,972	$26,023	$65,097	$99,291
Average Farm Size (Acres)	235	263	242	241	223	223	353
Profit Per Acre	$16.16	$26.75	$2.92	$78.72	$116.70	$291.91	$281.28
CPI	142	161	181	210	230	247	297
Profit Per Acre in 2017 Dollars	$33.79	$49.22	$4.79	$111.24	$150.85	$351.44	$281.28

[4] We will use the Consumer Price Index for All Urban Consumers (CPI-U) which is the most common CPI used in calculations. For simplicity, we will just use the CPI abbreviation.

Using an unsophisticated static analysis, the farmer would be better off using his land for solar if the solar lease rental per acre exceeds the 2022 profit per acre of $281.28 which adjusts to $292.29 after accounting for inflation in Hopkins County. Yet this static analysis fails to capture the dynamics of the agricultural market and the farmer's hope for future prices and crop yields to exceed the current level. To account for this dynamic, we use the real options model discussed in the previous section. Recall that the net returns from agriculture fluctuates according to the following equation:

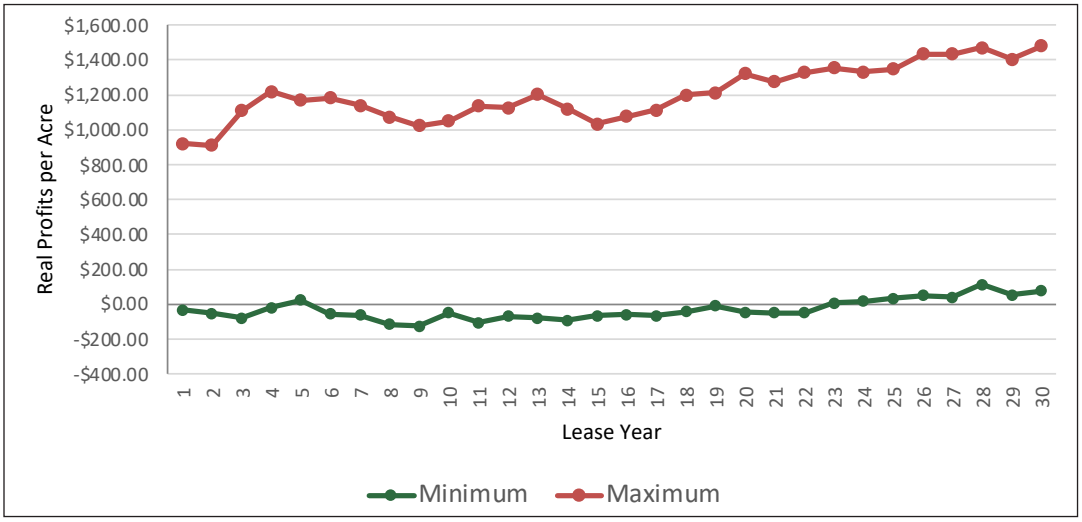
$$\pi_t = \propto + \beta * time$$

Where π_t is the farming profit in year t; α is intercept; β is the trend and time is a simple time trend starting at 1 and increasing by 1 each time period.

Using the Census of Agriculture data from 1992 to the present, the intercept is -$30.25 with a standard error of $49.21. The time trend is $10.66 with a standard error of 2.61. This means that agriculture profits are expected to rise by $10.66. Both the intercept and the coefficient on the time trend have a wide variation as measured by the standard error. The wide variation means that there will be a lot of variability in agricultural profits from year to year.

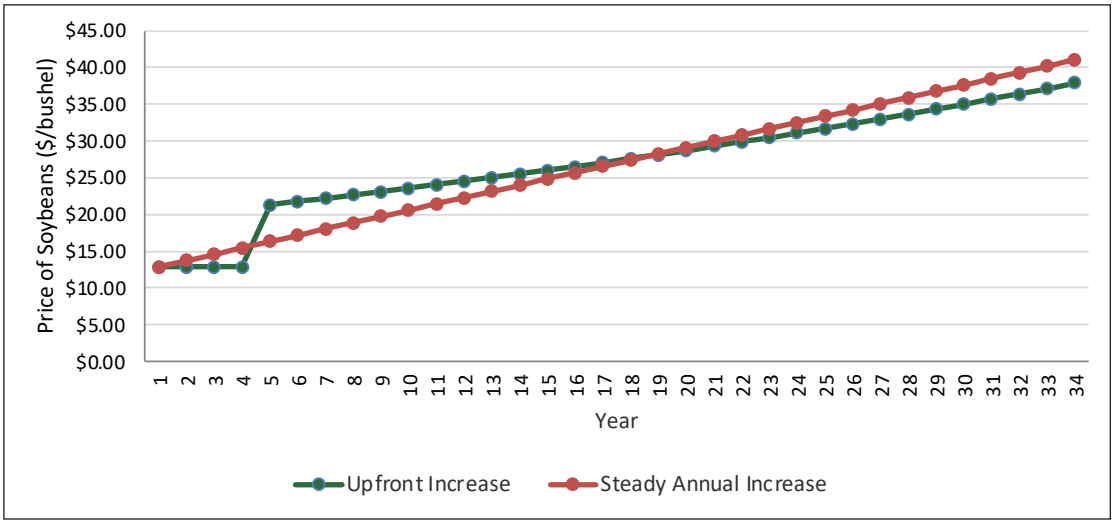
For the length of the lease, we assume that the profit per acre follows the equation above but allows for the random fluctuations. Because of this randomness, we can simulate multiple futures using a Monte Carlo simulation. We assume that the solar farm will begin operation in 2027 and operate through the end of the lease. Using 500 different simulations, the real profit per acre never exceeds $1,754 in any single year. Overall, the maximum average annual profit over the 30 years is $1,381 and the minimum average annual profit is $208. Figure 27 is a graph of the highest and lowest real profit per acre simulations. When comparing the average annual payment projected in the maximum simulation to the solar lease per acre payment, the solar lease provides higher returns than farming in 496 of the 500 simulations. This means the farmer is financially better off under the solar lease in 99.2% of the 500 scenarios analyzed.

Figure 27 - Simulations of Real Profits Per Acre Based on Data from 1992



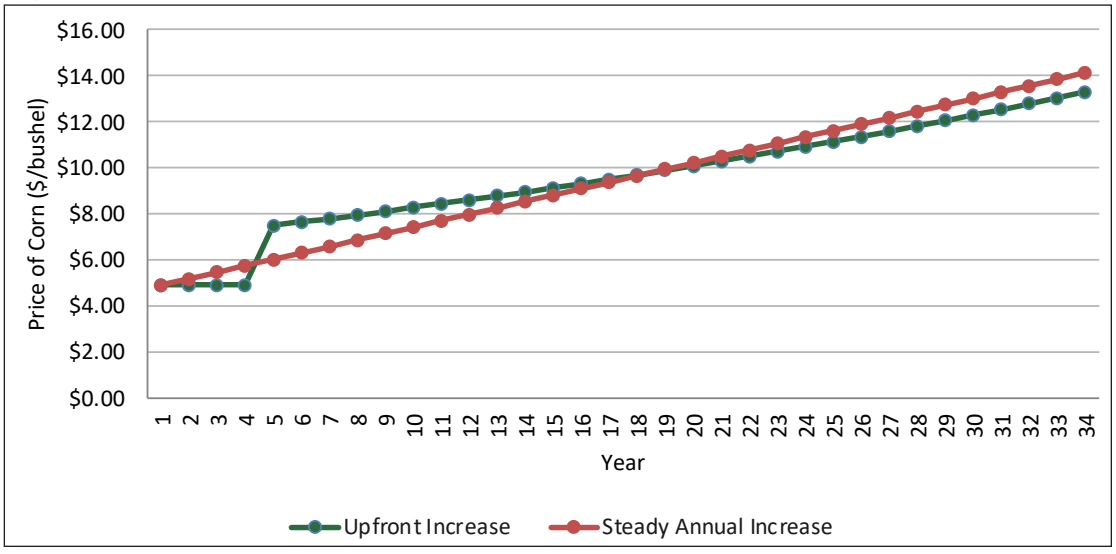
Another way to look at this problem would be to ask: How high would soybean prices have to rise to make farming more profitable than the solar lease? Below we assume that the yields on the land and all other input costs stay the same. In this case, soybean prices would have to rise from $12.90 per bushel in 2023 to $21.33 in 2027, and rise to $37.88 per bushel by the end of the lease as shown in Figure 28. Alternatively, soybean prices would need to rise by $0.85 per bushel each year from 2023 to the end of the lease when it would reach $41.04 per bushel.

Figure 28 - Simulated Price of Soybeans Per Bushel to Match the Solar Lease



Now let's turn our attention to corn prices. If we assume the yields and input costs stay the same, corn prices would have to rise from $4.90 per bushel in 2023 to $7.49 per bushel in 2027, and rise to $13.30 by the end of the lease as shown in Figure 29. For a linear increase, corn prices would need to rise by $0.28 per bushel each year from 2023 to the end of the lease when it would reach $14.13 per bushel.

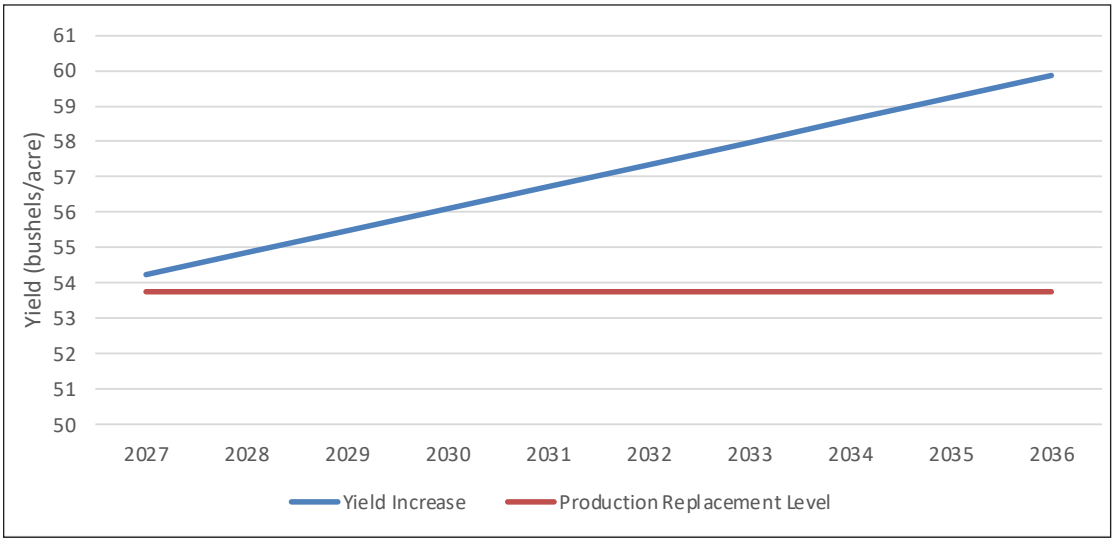
Figure 29 - Simulated Price of Corn Per Bushel to Match the Solar Lease



If we assume that the price of soybean stays the same, the yields for soybean would need to increase from 53.2 bushels per acre in 2023 to 88 bushels per acre in 2027 and stay at that level until the end of the lease. The corn yields would need to rise from 173.1 bushels per acre in 2023 to 264.6 bushels per acre in 2027 and stay there until the end of the lease.

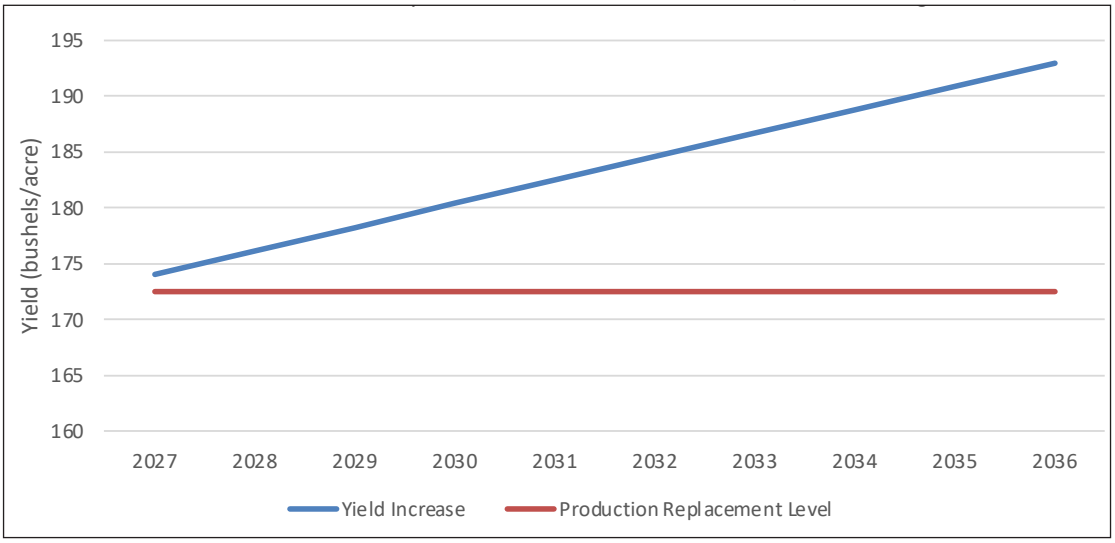
At 606 acres, the Project would take 0.28% of the county's agricultural land out of production, thus reducing the total agricultural output for the county. However, it is possible to offset this loss as yields for soybean have been increasing by 0.62 bushels per acre every year. Therefore, less land will be needed to produce the same amount of soybean. Our analysis shows that yields would need to reach 53.76 bushels per acre to compensate for the land taken out of production. If yields continue to increase according to their historical trends, this would happen in just 0.24 years.

Figure 30 - Expected Annual Increase in Production Due to Higher Yields from Soybeans Versus Expected Decrease in Production from Acreage



Likewise, yields for corn have been increasing by 2.1 bushels per acre every year. Our analysis shows that yields would need to reach 172.44 bushels per acre to compensate for the land taken out of production. If yields continue to increase according to their historical trends, this would happen in just 0.23 years.

Figure 31 - Expected Annual Increase in Production Due to Higher Yields from Corn Versus Expected Decrease in Production from Acreage



b. Webster County

To further analyze future returns from farming the land, we will use historical data from Webster County to examine the local context for this analysis. The United States Department of Agriculture's National Agricultural Statistics Service publishes county-level statistics every five years. Table 6 shows the historical data from 1992 to 2022 for total farm income, production expenses, average farm size, net cash income, and average market value of machinery per farm.

Table 6 – Agricultural Statistics for Webster County, Kentucky

	1992	1997	2002	2007	2012	2017	2022
Total Farm Income Per Farm	NA	$3,690	$7,324	$12,290	$34,518	$24,723	$26,917
Total Farm Production Expenses (average/farm)	$37,617	$48,682	$93,325	$129,813	$160,543	$180,374	$309,707
Average Farm Size (acres)	301	300	268	279	305	327	368
Net Cash Income per Farm[5]	$14,009	$23,169	$36,641	$53,989	$66,325	$124,992	$220,967
Average Market Value of Machinery Per Farm	$48,476	$61,375	$59,153	$86,349	$135,228	$145,475	$196,221

Source: USDA National Agricultural Statistics Service, Census of Agriculture, 1992-2022

The production expenses listed in Table 6 include all direct expenses like seed, fertilizer, fuel, etc. but do not include the depreciation of equipment and the opportunity cost of the farmer's own time in farming. To estimate these last two items, we can use the average market value of machinery per farm and use straight-line depreciation for 30 years with no salvage value. This is a very conservative estimate of the depreciation since the machinery will likely qualify for a shorter life and accelerated or bonus depreciation. To calculate the opportunity cost of the farmers time, we obtained the mean hourly wage for farming in each of these years from the Bureau of Labor Statistics. Again, to be conservative, we estimate that the farmer spends a total of 16 weeks at 40 hours/week farming in a year. It seems quite likely that a farmer spends many more hours than this including direct and administrative time on the farm. These statistics and calculations are shown in Table 7.

[5] Net Cash Income per farm is reported by the NASS and does not exactly equal income minus expenses. NASS definition for this item is, "Net cash farm income of the operators. This value is the operators' total revenue (fees for producing under a production contract, total sales not under a production contract, government payments, and farm-related income) minus total expenses paid by the operators. Net cash farm income of the operator includes the payments received for producing under a production contract and does not include value of commodities produced under production contract by the contract growers. Depreciation is not used in the calculation of net cash farm income."

Table 7 – Machinery Depreciation and Opportunity Cost of Farmer's Time for Webster County, Kentucky

	1992	1997	2002	2007	2012	2017	2022
Average Market Value Machinery Per Farm	$48,476	$61,375	$59,153	$86,349	$135,228	$145,475	$196,221
Annual Machinery Depreciation over 30 years - Straight Line (Market Value divided by 30)	$1,616	$2,046	$1,972	$2,878	$4,508	$4,849	$6,541
Mean Hourly Wage in KY for Farming (Bureau of Labor Statistics)	$6.72	$7.64	$9.50	$9.95	$10.27	$12.62	$13.88
Annual Opportunity Cost of Farmer's Time (Wage times 16 weeks times 40 Hours/ Week)	$4,302	$4,890	$6,080	$6,368	$6,573	$8,077	$8,883

To get the total profitability of the land, we take the net cash income per farm and subtract depreciation expenses and the opportunity cost of the farmer's time. To get the profit per acre, we divide it by the average farm size. Finally, to account for inflation, we use the Consumer Price Index (CPI) to convert all profit into 2022 dollars (i.e. current dollars).[6] These calculations and results are shown in Table 8.

Table 8 – Profit Per Farm Calculations for Webster County, Kentucky

	1992	1997	2002	2007	2012	2017	2022
Net Cash Income per Farm	$14,009	$23,169	$36,641	$53,989	$66,325	$124,992	$220,967
Machinery Depreciation	($1,616)	($2,046)	($1,972)	($2,878)	($4,508)	($4,849)	($6,541)
Opportunity Cost of Farmer's Time	($4,302)	($4,890)	($6,080)	($6,368)	($6,573)	($8,077)	($8,883)
Profit	$8,092	$16,234	$28,589	$44,743	$55,245	$112,066	$205,543
Average Farm Size (Acres)	301	300	268	279	305	327	368
Profit Per Acre	$26.88	$54.11	$106.68	$160.37	$181.13	$342.71	$558.54
CPI	142	161	181	210	230	247	297
Profit Per Acre in 2017 Dollars	$56.23	$99.57	$175.02	$226.61	$234.14	$412.60	$558.54

[6] We will use the Consumer Price Index for All Urban Consumers (CPI-U) which is the most common CPI used in calculations. For simplicity, we will just use the CPI abbreviation.

Using an unsophisticated static analysis, the farmer would be better off using his land for solar if the solar lease rental per acre exceeds the 2022 profit per acre of $558.54 which adjusts to $580.41 after accounting for inflation in Webster County. Yet this static analysis fails to capture the dynamics of the agricultural market and the farmer's hope for future prices and crop yields to exceed the current level. To account for this dynamic, we use the real options model discussed in the previous section. Recall that the net returns from agriculture fluctuates according to the following equation:

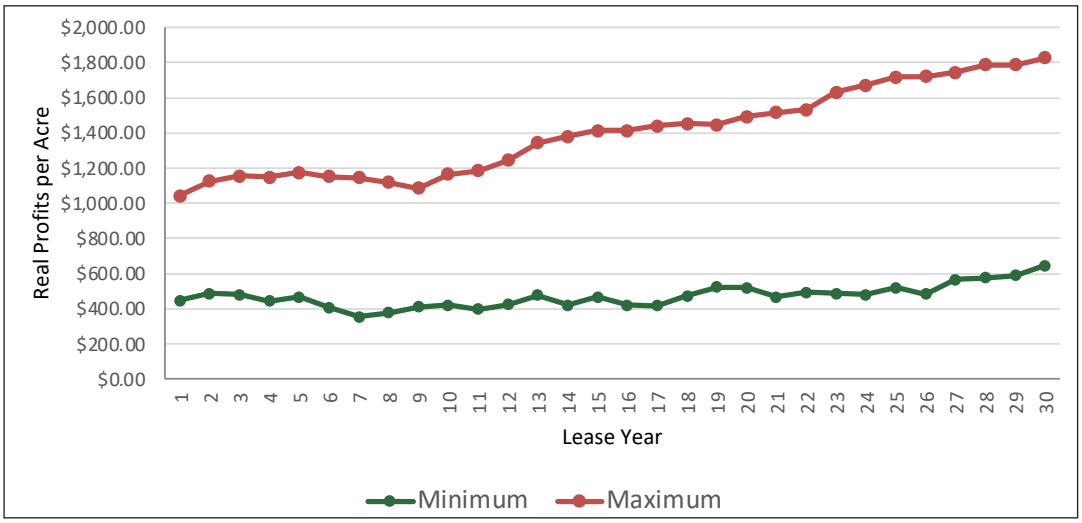
$$\pi_t = \propto + \beta * time$$

Where π_t is the farming profit in year t; α is intercept; β is the trend and time is a simple time trend starting at 1 and increasing by 1 each time period.

Using the Census of Agriculture data from 1992 to the present, the intercept is $1.29 with a standard error of $41.08. The time trend is $15.66 with a standard error of 2.18. This means that agriculture profits are expected to rise by $15.66. Both the intercept and the coefficient on the time trend have a wide variation as measured by the standard error. The wide variation means that there will be a lot of variability in agricultural profits from year to year.

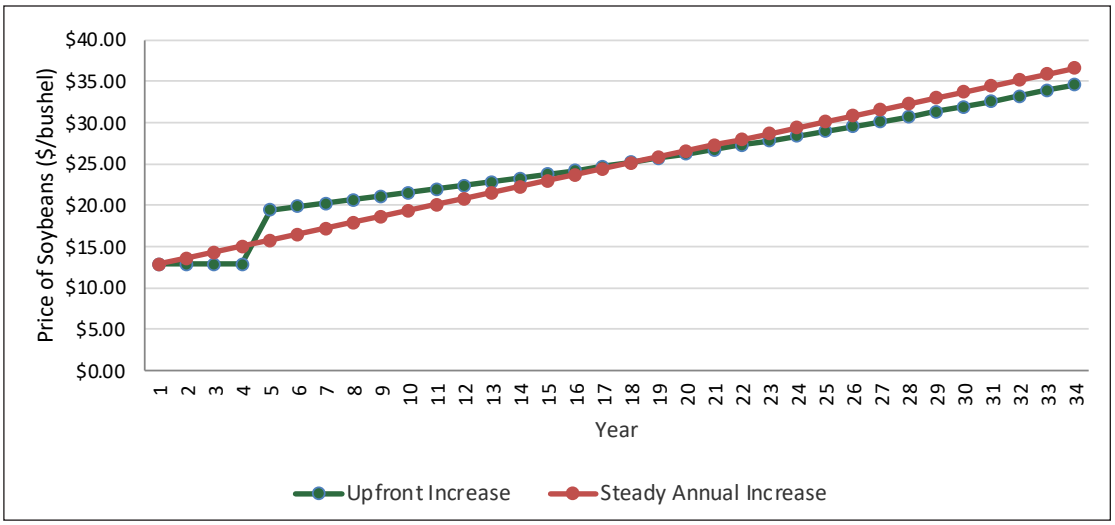
For the length of the lease, we assume that the profit per acre follows the equation above but allows for the random fluctuations. Because of this randomness, we can simulate multiple futures using a Monte Carlo simulation. We assume that the solar farm will begin operation in 2027 and operate through the end of the lease. Using 500 different simulations, the real profit per acre never exceeds $1,971 in any single year. Overall, the maximum average annual profit over the 30 years is $1,557 and the minimum average annual profit is $674. Figure 32 is a graph of the highest and lowest real profit per acre simulations. When comparing the average annual payment projected in the maximum simulation to the solar lease per acre payment, the solar lease provides higher returns than farming in 383 of the 500 simulations. This means the farmer is financially better off under the solar lease in 76.6% of the 500 scenarios analyzed.

Figure 32 - Simulations of Real Profits Per Acre Based on Data from 1992



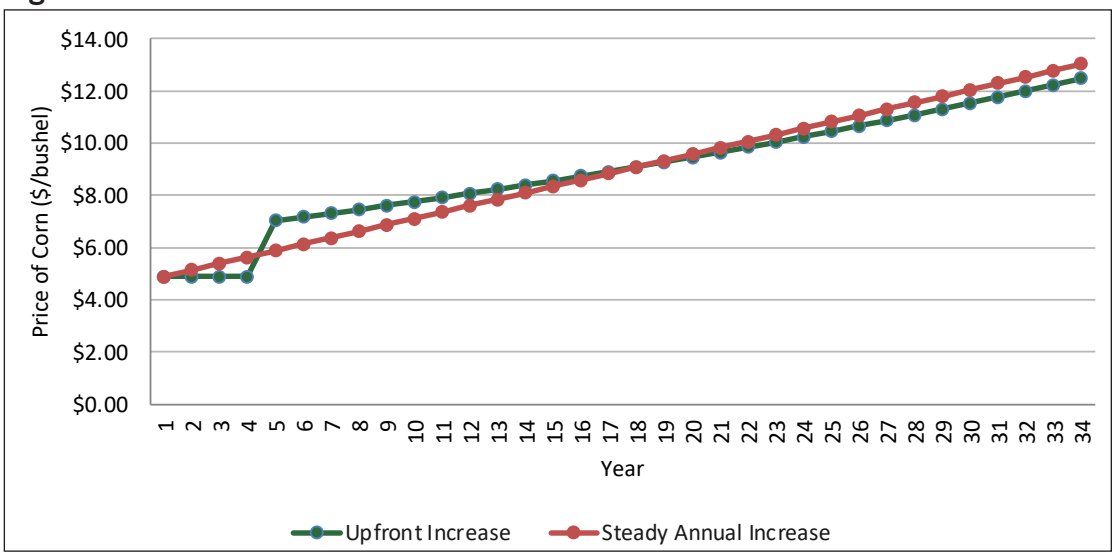
Another way to look at this problem would be to ask: How high would soybean prices have to rise to make farming more profitable than the solar lease? Below we assume that the yields on the land and all other input costs stay the same. In this case, soybean prices would have to rise from $12.90 per bushel in 2023 to $19.47 in 2027, and rise to $34.57 per bushel by the end of the lease as shown in Figure 33. Alternatively, soybean prices would need to rise by $0.72 per bushel each year from 2023 to the end of the lease when it would reach $36.59 per bushel.

Figure 33 - Simulated Price of Soybeans Per Bushel to Match the Solar Lease



Now let's turn our attention to corn prices. If we assume the yields and input costs stay the same, corn prices would have to rise from $4.90 per bushel in 2023 to $7.03 per bushel in 2027, and rise to $12.49 by the end of the lease as shown in Figure 34. For a linear increase, corn prices would need to rise by $0.25 per bushel each year from 2023 to the end of the lease when it would reach $13.03 per bushel.

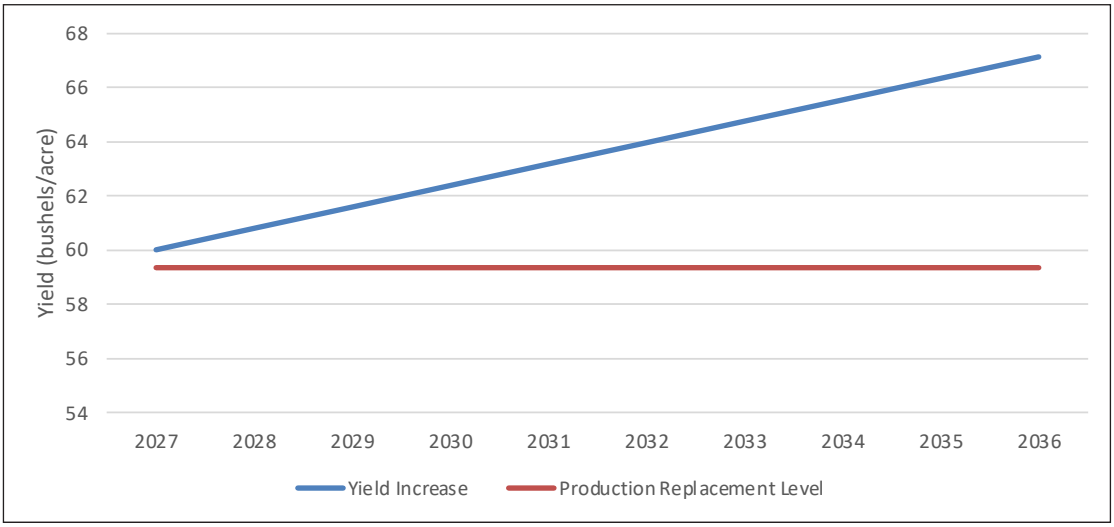
Figure 34 - Simulated Price of Corn Per Bushel to Match the Solar Lease



If we assume that the price of soybean stays the same, the yields for soybean would need to increase from 59 bushels per acre in 2023 to 89 bushels per acre in 2027 and stay at that level until the end of the lease. The corn yields would need to rise from 181.7 bushels per acre in 2023 to 260.8 bushels per acre in 2027 and stay there until the end of the lease.

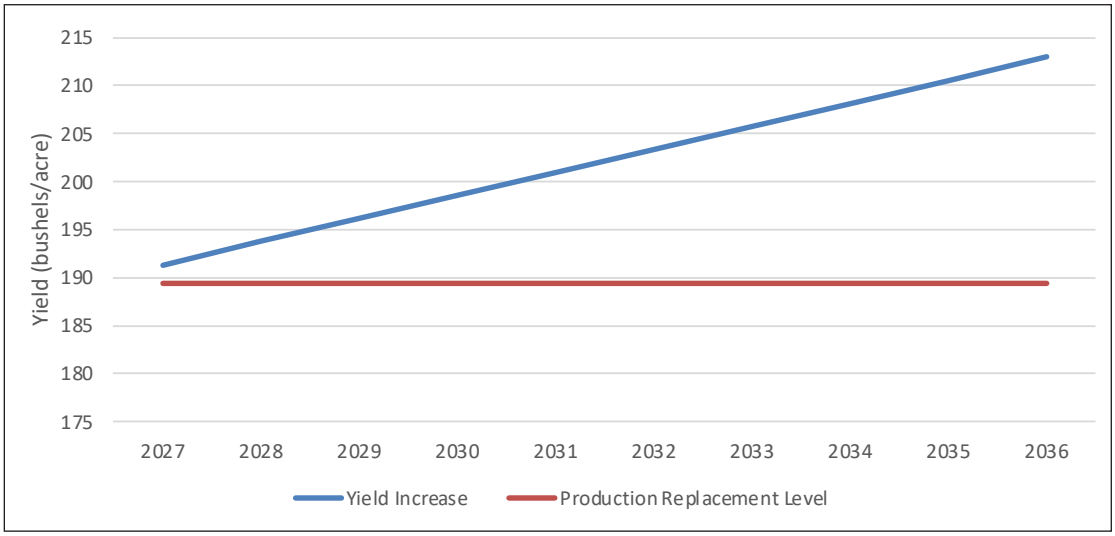
At 394 acres, the Project would take 0.21% of the county's agricultural land out of production, thus reducing the total agricultural output for the county. However, it is possible to offset this loss as yields for soybean have been increasing by 0.79 bushels per acre every year. Therefore, less land will be needed to produce the same amount of soybean. Our analysis shows that yields would need to reach 59.36 bushels per acre to compensate for the land taken out of production. If yields continue to increase according to their historical trends, this would happen in just 0.16 years.

Figure 35 - Expected Annual Increase in Production Due to Higher Yields from Soybeans Versus Expected Decrease in Production from Acreage



Likewise, yields for corn have been increasing by 2.4 bushels per acre every year. Our analysis shows that yields would need to reach 189.34 bushels per acre to compensate for the land taken out of production. If yields continue to increase according to their historical trends, this would happen in just 0.18 years.

Figure 36 - Expected Annual Increase in Production Due to Higher Yields from Corn Versus Expected Decrease in Production from Acreage



Solar energy projects are compatible with agricultural land use by benefiting the land while solar farms are in operation. Some of these benefits include increased pollination, improved soil quality, and increased future production from soil fallowing.

Recent research has shown that pollinating insects can help soybean yields and improvement in pollinator habitats has been shown to boost soybean production (Garibaldi et. al. 2021; de O. Milfant, 2013). Walston, et. al. (2018) shows the potential for agricultural benefits from pollinator habitats in the United States. Using native plant species in the land around solar projects can improve pollinator habitats which leads to increased yields, and the partial shading caused by solar panels can be quite beneficial to pollinators (Graham, et. al. 2021). Additionally, BRE (2014) shows that utility-scale solar can increase biodiversity.

Solar energy projects built on agricultural lands will allow the soil to rest for around 30 years. The U.S. Department of Energy (2022) states that "land can be reverted back to agricultural uses at the end of the operational life for solar installations. A life of a solar installation is roughly 20-25 years and can provide a recovery period, increasing the value of that land for agriculture in the future. Giving soil rest can also maintain soil quality and contribute to the biodiversity of agricultural land. Planting crops such as legumes underneath the solar installation can increase nutrient levels in the soil."

Several studies have shown that leaving the soil fallow for an extended period increases the productivity of the land when it is returned to crop production. Cusimano et. al. (2014) found that the use of land fallowing can induce significant improvements to soil quality and crop production in California. Kozak and Pudelko (2021) studied abandoned land in Poland and showed that fallowed land could be restored to agricultural production.

VI. Economic Impact Methodology

The economic analysis of the solar PV project presented uses IMPLAN (IMpact analysis for PLANning). IMPLAN software and data are managed and updated by the Minnesota IMPLAN Group, Inc., using data collected at federal, state, and local levels. IMPLAN is a leading provider of economic development software that is widely used by economists and economic development professionals. More information about IMPLAN can be found at http:/implan.com.

IMPLAN is an input-output model that measures the spending patterns and location-specific economic structures that reflect expenditures supporting varying levels of employment, income, and output. That is, IMPLAN takes into account that the output of one industry can be used as an input for another. For example, when a PV system is installed, there are both soft costs consisting of permitting, installation and customer acquisition costs, and hardware costs, of which the PV module is the largest component. The purchase of a module not only increases demand for manufactured components and raw materials, but also supports labor to build and install a module. When a module is purchased from a manufacturing facility, the manufacturer uses some of that money to pay employees. The employees use a portion of their compensation to purchase goods and services within their community. Likewise, when a developer pays workers to install the systems, those workers spend money in the local economy that boosts economic activity and employment in other sectors. The goal of economic impact analysis is to quantify all of those reverberations throughout the local and state economy.

The IMPLAN model utilizes county-specific and state-specific industry multipliers in the analysis. This study analyzes the gross jobs that the new solar energy project development supports and does not analyze the potential loss of jobs due to declines in other forms of electric generation.

The total economic impact can be broken down into three distinct types: direct impacts, indirect impacts and induced impacts. Direct impacts are those impacts that come from direct contract with the solar energy project.

Direct impacts during the construction period refer to the changes that occur in the onsite construction industries in which the direct final demand (i.e., spending on construction labor and services) change is made. Onsite construction-related services include installation labor, engineering, design and other professional services. Direct impacts during operating years refer to the final demand changes that occur in the onsite spending for the solar operations and maintenance workers.

The initial spending on the construction and operation of the solar PV installation will create a second layer of impacts, referred to as "supply chain impacts" or "indirect impacts." **Indirect impacts** during the construction period consist of changes in inter-industry purchases resulting from the direct final demand changes and include construction spending on materials and PV equipment, as well as other purchases of goods and offsite services. Utility-scale solar PV indirect impacts include PV modules, invertors, tracking systems, cabling, and foundations.

Induced impacts refer to the changes that occur in household spending as household income increases or decreases as a result of the direct and indirect effects of final demand changes. Induced impacts during construction. Include local spending by employees working directly or indirectly on the Project that receive their paychecks and then spend money in the community. The model includes additional local jobs and economic activity that are supported by the purchases of these goods and services.

The majority of jobs during construction are construction workers but there are other occupations involved as well. In addition, during operations there are other occupations involved besides solar technicians. A sample of those occupations, the education/training needed, and wages percentiles is contained in Table 17 in the Appendix. A larger description of those occupations, their work environment, and future job growth is found in Table 18 in the Appendix.

VII. Economic Impact Results

The economic impact results were derived from detailed project cost estimates supplied by NextEra. In addition, NextEra also estimated the percentages of project materials and labor that will be coming from within Hopkins County, Webster County, and the Commonwealth of Kentucky.

Two sets of models were produced to show the economic impact of the Weirs Creek Solar Project. The first set of models examines the construction costs, and the second set of models examines the operating expenses. The first model uses capital expenditures and the 2022 IMPLAN Hopkins County & Webster County dataset. The second model uses the 2022 IMPLAN dataset for the Commonwealth of Kentucky and the same project costs. The third model uses the operating expenditures and the 2022 IMPLAN Hopkins County & Webster County dataset. The fourth model uses the 2022 IMPLAN dataset for the Commonwealth of Kentucky and the same project costs. The latest dataset from IMPLAN and specific project cost data from the Weirs Creek Solar Project are used, and SER translated the project costs into IMPLAN sectors.

Tables 9 to 11 show the output from these models. Table 9 lists the total employment impact from the Weirs Creek Solar Project for Hopkins County, Webster County, and the Commonwealth of Kentucky. Table 10 shows the impact on total earnings, and Table 11 contains the impact on total output.

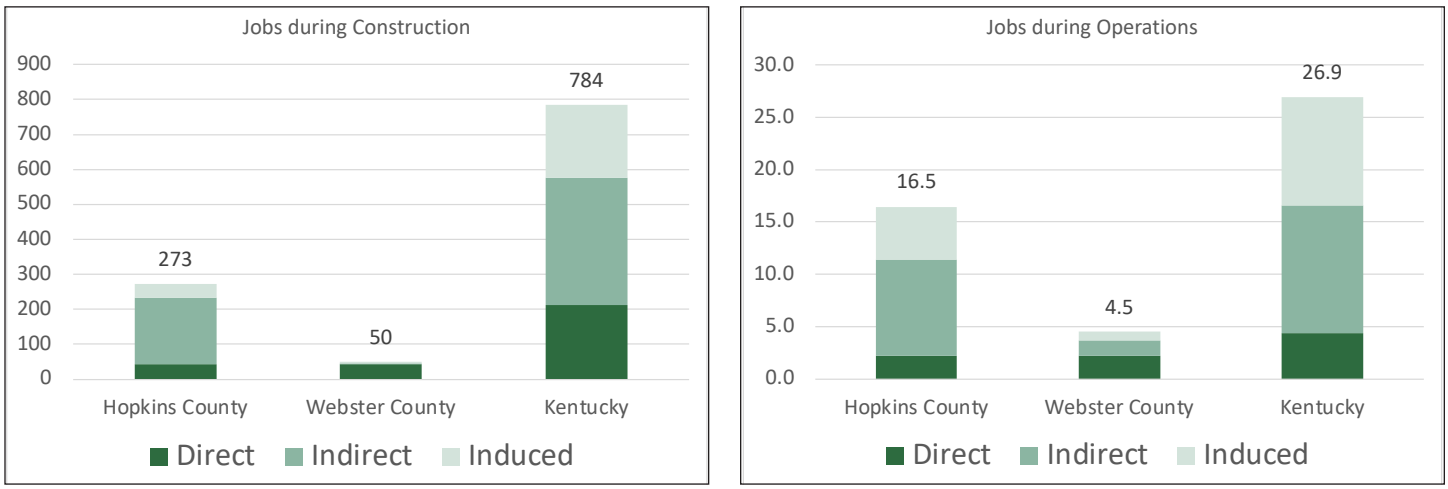
Table 9 – Total Employment Impact from the Weirs Creek Solar Project

	Hopkins County Jobs	Webster County Jobs	Commonwealth of Kentucky Jobs
Construction			
Direct Impacts	43	43	213
Indirect Impacts	191	2	362
Induced Impacts	39	5	209
Local Jobs during Construction	273	50	784
Operations (Annual/Ongoing)			
Onsite Direct Impacts	2.2	2.2	4.4
Indirect Impacts	9.2	1.5	12.2
Induced Impacts	5.1	0.8	10.3
Local Long-Term Jobs	16.5	4.5	26.9

The results from the IMPLAN model show significant employment impacts from the Weirs Creek Solar Project. Employment impacts can be broken down into several different components. Direct jobs created during the construction phase typically last anywhere from 12 to 18 months depending on the size of the project; however, the direct job numbers present in Table 9 from the IMPLAN model are based on a full time equivalent (FTE) basis for a year. In other words, 1 job = 1 FTE = 2,080 hours worked in a year. A part time or temporary job would constitute only a fraction of a job according to the model. For example, the IMPLAN model results show 43 new direct jobs during construction in Hopkins County, though the construction of the solar center could involve closer to 86 workers working half-time for a year. Thus, due to the short-term nature of construction projects, IMPLAN often significantly understates the actual number of people hired to work on the project. It is important to keep this fact in mind when looking at the numbers or when reporting the numbers.

As shown in Table 9, new local jobs created or retained during construction total 273 for Hopkins County, 50 for Webster County, and 784 for the Commonwealth of Kentucky. New local long-term jobs created from the Weirs Creek Solar Project total 16.5 for Hopkins County, 4.5 for Webster County, and 26.9 for the Commonwealth of Kentucky.

Figure 37 – Total Employment Impact from the Weirs Creek Solar Project



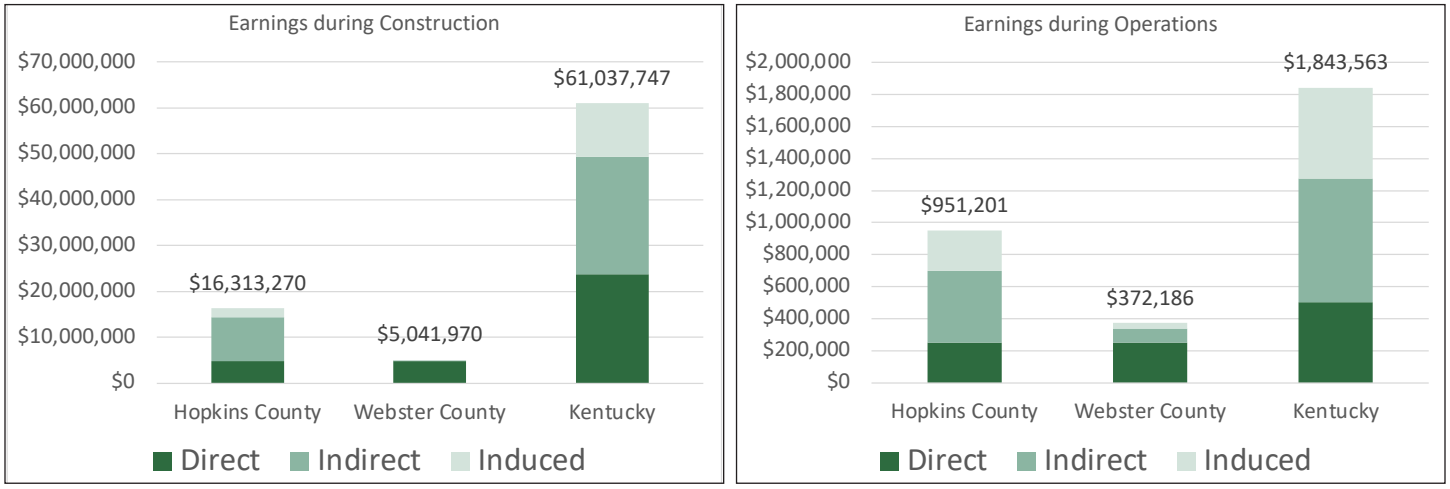
Direct jobs created during the operational phase last the life of the solar PV project, typically 20-30 years. Both direct construction jobs, and operations and maintenance jobs require highly skilled workers in the fields of construction, management, and engineering. For a list of occupations expected to be employed, their wages, benefits, total compensation, and hours worked, please see Tables 19 to 21 in the Appendix.

Accordingly, it is important to not just look at the number of jobs but also the earnings that they produce. Table 10 shows the earnings impacts from the Weirs Creek Solar Project, which are categorized by construction impacts and operations impacts. The new local earnings during construction total over $16.3 million for Hopkins County, $5.0 million for Webster County, and over $61.0 million for the Commonwealth of Kentucky. The new local long-term earnings total over $951 thousand for Hopkins County, $372 thousand for Webster County and over $1.8 million for the Commonwealth of Kentucky.

Table 10 – Total Earnings Impact from the Weirs Creek Solar Project

	Hopkins County	Webster County	Commonwealth of Kentucky
Construction			
Direct Impacts	$4,748,783	$4,748,783	$23,743,913
Indirect Impacts	$9,567,562	$108,416	$25,640,013
Induced Impacts	$1,996,925	$184,771	$11,653,821
Local Earnings during Construction	$16,313,270	$5,041,970	$61,037,747
Operations (Annual/Ongoing)			
Onsite Direct Impacts	$251,002	$251,002	$502,004
Indirect Impacts	$446,611	$88,695	$772,511
Induced Impacts	$253,588	$32,489	$569,048
Local Long-Term Earnings	$951,201	$372,186	$1,843,563

Figure 38 – Total Earnings Impact from the Weirs Creek Solar Project

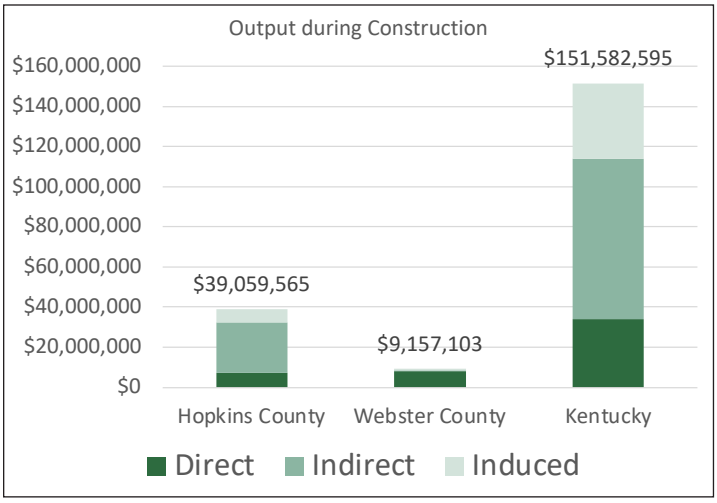


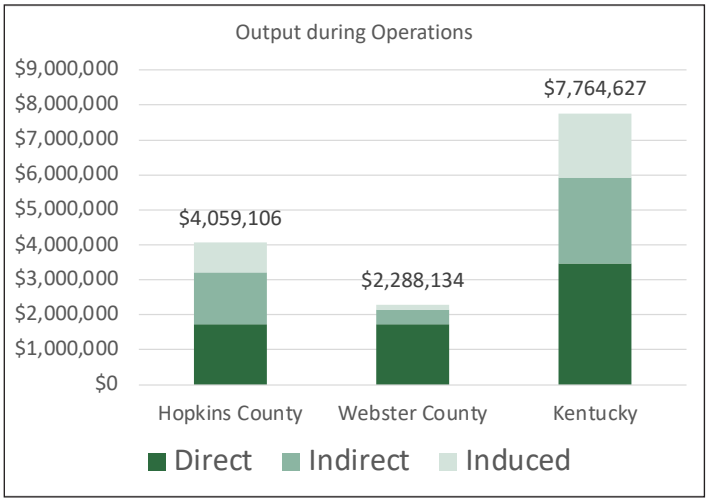
Output refers to economic activity or the value of production in the state or local economy. It is an equivalent measure to the Gross Domestic Product, which measures output on a national basis. According to Table 11, the new local output during construction totals over $39.0 million for Hopkins County, $9.1 million for Webster County, and over $151 million for the Commonwealth of Kentucky. The new local long-term output totals over $4.0 million for Hopkins County, $2.2 million for Webster County, and over $7.7 million for the Commonwealth of Kentucky.

Table 11 – Total Output Impact from the Weirs Creek Solar Project

	Hopkins County	Webster County	Commonwealth of Kentucky
Construction			
Direct Impacts	$7,403,939	$7,952,742	$33,880,334
Indirect Impacts	$25,043,932	$415,348	$80,181,453
Induced Impacts	$6,611,694	$789,013	$37,520,808
Local Output during Construction	$39,059,565	$9,157,103	$151,582,595
Operations (Annual/Ongoing)			
Onsite Direct Impacts	$1,733,779	$1,733,779	$3,467,558
Indirect Impacts	$1,478,215	$416,788	$2,453,284
Induced Impacts	$847,112	$137,567	$1,843,785
Local Long-Term Output	$4,059,106	$2,288,134	$7,764,627

Figure 39 – Total Output Impact from the Weirs Creek Solar Project





VIII. Tax Benefits

Solar energy projects increase the property tax base of a county, creating a new revenue source for education and other local government services, such as fire protection, parks, health and safety. Estimates of the taxable value of each type of property were obtained from the client.

The property tax payments in this section may not reflect new spendable tax dollars to that taxing entity. In some cases, the total budget may be capped or have limits to yearly increases. If the budget cannot be increased to include all of the new tax revenue, the property tax rate for that entity will be lowered, resulting in lower taxes to all taxpayers. This lower tax rate benefits the whole community of taxpayers, and the total amount of lowered taxes is a measure of the community benefits that will result from the solar energy project. Thus, the calculated property tax revenue is a good measure of the community benefits even if all of the tax dollars are not spendable due to tax budget constraints.

Tables 12 to 16 detail the tax implications of the Weirs Creek Solar Project. There are several important assumptions built into the analysis in these tables.

- The analysis assumes that the Weirs Creek Solar Project enters into an Industrial Revenue Bond agreement with Hopkins and Webster Counties for a 30 year period.
- The analysis assumes that the Project concurrently enters into a Payment in Lieu of Taxes agreement with Hopkins and Webster Counties for a 30 year period. A PILOT of $1,500 per megawatt of nameplate capacity is assumed on a total project size of 150 MW.
- The analysis assumes that the PILOT is distributed to the counties according to the percent of the Project inside their boundaries, and that the counties apportion the PILOT revenue to the local jurisdictions according to their relative real property tax rates.
- The analysis assumes that the Project will pay property taxes on its leasehold value throughout the life of the project. $206.3 million of the valuation of the Project is classified as Manufacturing Machinery (MM), $15.7 million of the valuation of the solar farm is classified as Tangible Personal Property not related to manufacturing (TPP), and that $23.4 million is classified as Real Property. The classification of costs was estimated by SER for analysis purposes and is subject to change.
- All tax rates are assumed to stay constant at their 2024 (2023 tax year) rates.
- The analysis assumes that MM and TPP have a depreciable life of 18+ years and depreciate down to a minimum taxable value of 10% according to the most recently published Kentucky Personal Property Tables.[7]
- The analysis assumes that real property decreases in value by 2.5% annually.
- The analysis assumes that the Project is placed in service on January 1st, 2027.
- The analysis assumes that the Project is decommissioned in 30 years and pays no more property taxes after decommissioning.
- The names of the taxing bodies used in this section come from the county and state tax websites.
- The comprehensiveness and accuracy of the analysis below is dependent upon the assumptions listed above and used to calculate the property tax results. The analysis is to serve as a projection of property tax benefits to the local community and is not a guarantee of property tax revenue.
- If the inputs received from NextEra, the laws surrounding renewable energy taxation in Kentucky, or the tax rates applied to the Project change in a material way after the completion of this report, this analysis may no longer accurately reflect the property taxes to be paid by the Weirs Creek Solar Project.
- No comprehensive tax payment was calculated, and these calculations are only to be used to illustrate the economic impact of the Project.

[7] See https://revenue.ky.gov/Get-Help/Pages/Forms.aspx

Figure 40 – Percentages of Property Taxes Paid to Taxing Jurisdictions

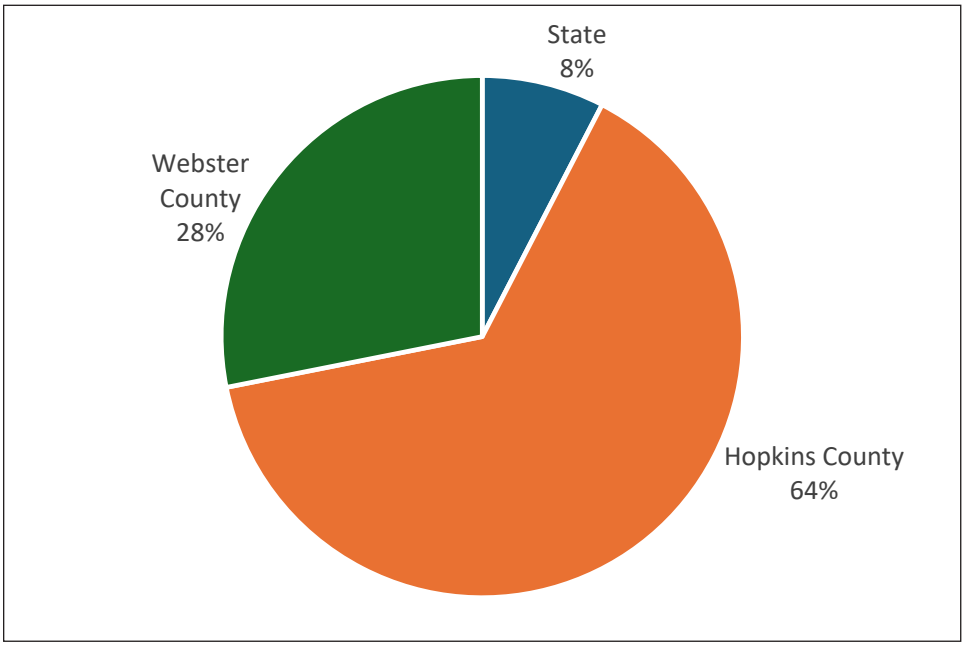


Table 12 – Total Property Taxes Paid by the Weirs Creek Solar Project

Year	Total Property Taxes
2027	$354,393
2028	$475,001
2029	$589,333
2030	$702,731
2031	$812,151
2032	$900,611
2033	$967,073
2034	$1,011,914
2035	$1,033,033
2036	$1,066,591
2037	$1,085,091
2038	$1,097,413
2039	$1,126,488
2040	$1,137,376
2041	$1,106,358
2042	$1,138,211
2043	$1,146,736
2044	$1,173,049
2045	$1,185,160
2046	$1,214,384
2047	$1,199,439
2048	$1,181,085
2049	$1,151,542
2050	$1,132,791
2051	$1,109,256
2052	$1,077,877
2053	$754,507
2054	$768,658
2055	$782,560
2056	$796,224
TOTAL	$29,277,037
AVG ANNUAL	$975,901

As shown in Table 12, a conservative estimate of the total property taxes paid by the Project starts out at over $354 thousand and increases as more of the IRB leasehold value is taxable over time. This is offset by depreciation, and in 2046 and future years, depreciation becomes greater than the annual IRB leasehold increase, leading property taxes to decline until the project is fully depreciated in 2053. A small amount of property tax increase is then realized as the IRB leasehold value continues to increase from 2053 through the end of the project. The expected total property taxes paid over the 30-year lifetime of the Project are over $29.2 million, and the average annual property taxes paid will be over $975 thousand.

Table 13 shows an estimate of the likely taxes paid to the following taxing bodies: Commonwealth of Kentucky, Extension Services, General Fiscal Court, and Health Department.

According to Table 13, the total amounts paid over 30 years are over $2.2 million for the Commonwealth of Kentucky, over $362 thousand for the Extension Services, over $1.5 million for General Fiscal Court, and over $410 thousand for the Health Department over the life of the Project.

Table 14 shows an estimate of the likely taxes paid to the following taxing bodies: General Dawson Springs Dependent, Hopkins County General, Earlington Fire Protection District, and Floodplain Average.

According to Table 14, the total amounts paid over 30 years are over $7.8 million for General Dawson Springs Dependent, over $7.1 million for Hopkins County General, over $362 thousand for Earlington Fire Protection District, and over $1.1 million for Floodplain Average over the life of the Project.

Table 13 – Tax Benefits from the Weirs Creek Solar Project for the State and Hopkins County Taxing Bodies[8]

Year	Commonwealth of Kentucky	Extension Services	General Fiscal Court	Health Department
2027	$13,212	$3,823	$17,897	$4,814
2028	$25,515	$5,491	$24,403	$6,564
2029	$37,177	$7,072	$30,570	$8,222
2030	$48,769	$8,644	$36,693	$9,869
2031	$59,965	$10,161	$42,603	$11,459
2032	$68,941	$11,378	$47,365	$12,739
2033	$75,585	$12,279	$50,920	$13,696
2034	$79,937	$12,868	$53,291	$14,333
2035	$81,769	$13,116	$54,360	$14,621
2036	$84,961	$13,548	$56,119	$15,094
2037	$86,561	$13,764	$57,055	$15,346
2038	$87,520	$13,893	$57,655	$15,507
2039	$90,299	$14,270	$59,182	$15,918
2040	$91,147	$14,384	$59,712	$16,061
2041	$87,521	$13,892	$57,938	$15,583
2042	$90,657	$14,316	$59,632	$16,039
2043	$91,310	$14,404	$60,044	$16,150
2044	$93,888	$14,754	$61,440	$16,525
2045	$94,959	$14,899	$62,058	$16,691
2046	$97,883	$15,295	$63,622	$17,112
2047	$96,084	$15,050	$62,756	$16,879
2048	$93,935	$14,758	$61,705	$16,597
2049	$90,601	$14,306	$60,042	$16,149
2050	$88,437	$14,012	$58,975	$15,862
2051	$85,773	$13,650	$57,649	$15,505
2052	$82,281	$13,176	$55,892	$15,033
2053	$47,485	$8,455	$38,053	$10,235
2054	$48,899	$8,646	$38,810	$10,439
2055	$50,297	$8,836	$39,556	$10,639
2056	$51,681	$9,024	$40,291	$10,837
TOTAL	$2,223,047	$362,163	$1,526,288	$410,519
AVG ANNUAL	$74,102	$12,072	$50,876	$13,684

[8] The Commonwealth of Kentucky tax rates in cents per $100 of assessed value were assumed to be: 15 for manufacturing machinery property, 45 for tangible personal property (TPP), and 12.2 for real property. For Hopkins County, the tax rates in cents per $100 of assessed value were assumed to be: 3.83 for TPP and 2.7 for real property for the Extension Services; 14.5 for TPP and 2.7 for real property for General Fiscal Court; and 3.9 for both TPP and real property for the Health Department.

Table 14 – Tax Benefits from the Weirs Creek Solar Project for Hopkins County Taxing Bodies (Cont.)[9]

Year	General Dawson Springs Dependent	Hopkins County General	Earlington Fire Protection District	Floodplain Average
2027	$92,200	$84,177	$7,999	$24,661
2028	$125,718	$114,778	$8,448	$26,044
2029	$157,490	$143,786	$8,874	$27,357
2030	$189,032	$172,584	$9,278	$28,603
2031	$219,479	$200,381	$9,661	$29,784
2032	$244,009	$222,777	$10,024	$30,902
2033	$262,327	$239,500	$10,367	$31,960
2034	$274,538	$250,650	$10,691	$32,961
2035	$280,046	$255,678	$10,998	$33,906
2036	$289,112	$263,955	$11,287	$34,798
2037	$293,930	$268,354	$11,560	$35,638
2038	$297,020	$271,175	$11,816	$36,429
2039	$304,889	$278,359	$12,058	$37,173
2040	$307,621	$280,853	$12,284	$37,872
2041	$298,481	$272,509	$12,497	$38,526
2042	$307,206	$280,475	$12,695	$39,139
2043	$309,331	$282,415	$12,881	$39,712
2044	$316,524	$288,982	$13,054	$40,246
2045	$319,706	$291,887	$13,216	$40,743
2046	$327,762	$299,242	$13,365	$41,204
2047	$323,301	$295,169	$13,504	$41,632
2048	$317,890	$290,228	$13,632	$42,027
2049	$309,318	$282,403	$13,750	$42,390
2050	$303,825	$277,388	$13,858	$42,724
2051	$296,989	$271,147	$13,957	$43,029
2052	$287,941	$262,886	$14,047	$43,307
2053	$196,040	$178,981	$14,129	$43,558
2054	$199,940	$182,542	$14,202	$43,784
2055	$203,781	$186,049	$14,267	$43,986
2056	$207,567	$189,506	$14,326	$44,165
TOTAL	$7,863,013	$7,178,815	$362,724	$1,118,263
AVG ANNUAL	$262,100	$239,294	$12,091	$37,275

[9] For Hopkins County, the tax rates in cents per $100 of assessed value were assumed to be: 74.7 for both TPP and real property for General Dawson Springs Independent; 68.2 for both TPP and real property for General Hopkins County; 10 for real property for Earlington Fire Protection District; and 30.8296 for real property for Floodplain Average.

Table 15 shows an estimate of the likely taxes paid to the following taxing bodies in Webster County: Webster County General, Ambulance, Lower Tradewater River Floodplain, and Pittman Creek Watershed.

According to Table 15, the total amounts paid over 30 years are over $3.9 million for Webster County General, over $549 thousand for Ambulance, over $791 thousand for Lower Tradewater River Floodplain, and over $230 thousand for Pittman Creek Watershed over the life of the Project.

Table 16 shows an estimate of the likely taxes paid to the following taxing bodies in Webster County: Extension Service, General Fiscal Court, Health Department, and Library.

According to Table 16, the total amounts paid over 30 years are over $458 thousand for Extension Service over $1.2 million for General Fiscal Court, over $341 thousand for the Health Department, and over $622 thousand for the Library over the life of the Project.

Table 15 – Tax Benefits from the Weirs Creek Solar Project for Webster County Taxing Bodies[10]

Year	Webster County General	Ambulance	Lower Tradewater River Floodplain	Pittman Creek Watershed
2027	$45,750	$5,835	$17,454	$5,091
2028	$62,781	$8,355	$18,433	$5,376
2029	$78,925	$10,744	$19,362	$5,647
2030	$94,955	$13,119	$20,243	$5,904
2031	$110,430	$15,413	$21,079	$6,148
2032	$122,888	$17,252	$21,871	$6,379
2033	$132,180	$18,613	$22,620	$6,597
2034	$138,359	$19,505	$23,328	$6,804
2035	$141,119	$19,882	$23,997	$6,999
2036	$145,698	$20,536	$24,628	$7,183
2037	$148,113	$20,865	$25,222	$7,357
2038	$149,648	$21,062	$25,782	$7,520
2039	$153,625	$21,632	$26,309	$7,673
2040	$154,982	$21,806	$26,803	$7,818
2041	$150,283	$21,065	$27,267	$7,953
2042	$154,703	$21,707	$27,700	$8,079
2043	$155,757	$21,842	$28,106	$8,197
2044	$159,400	$22,370	$28,483	$8,308
2045	$160,997	$22,590	$28,835	$8,410
2046	$165,084	$23,189	$29,162	$8,506
2047	$162,785	$22,821	$29,464	$8,594
2048	$160,003	$22,382	$29,744	$8,675
2049	$155,610	$21,700	$30,001	$8,750
2050	$152,789	$21,257	$30,237	$8,819
2051	$149,285	$20,712	$30,453	$8,882
2052	$144,653	$19,997	$30,650	$8,939
2053	$97,743	$12,874	$30,827	$8,991
2054	$99,722	$13,164	$30,987	$9,038
2055	$101,671	$13,450	$31,131	$9,080
2056	$103,594	$13,734	$31,257	$9,117
TOTAL	$3,953,533	$549,470	$791,435	$230,835
AVG ANNUAL	$131,784	$18,316	$26,381	$7,695

[10] For Webster County, the tax rates in cents per $100 of assessed value were assumed to be: 58.7 for TPP and 56.2 for real property for Webster County General; 8.9 for TPP and 6.4 for real property for Ambulance; 33.6 for real property for Lower Tradewater River Floodplain; and 9.8 for real property for Pittman Creek Watershed.

Table 16 – Tax Benefits from the Weirs Creek Solar Project for Webster County Taxing Bodies (Cont.)[11]

Year	Extension Service	General Fiscal Court	Health Department	Library
2027	$5,111	$15,068	$4,008	$7,294
2028	$7,140	$20,546	$5,464	$9,945
2029	$9,063	$25,739	$6,845	$12,459
2030	$10,973	$30,894	$8,216	$14,954
2031	$12,818	$35,870	$9,540	$17,363
2032	$14,301	$39,879	$10,606	$19,303
2033	$15,403	$42,873	$11,402	$20,752
2034	$16,130	$44,868	$11,933	$21,718
2035	$16,448	$45,768	$12,172	$22,154
2036	$16,985	$47,250	$12,567	$22,871
2037	$17,262	$48,038	$12,776	$23,252
2038	$17,434	$48,543	$12,910	$23,497
2039	$17,901	$49,829	$13,252	$24,119
2040	$18,053	$50,275	$13,371	$24,335
2041	$17,477	$48,781	$12,974	$23,612
2042	$17,999	$50,207	$13,353	$24,302
2043	$18,117	$50,555	$13,445	$24,471
2044	$18,547	$51,730	$13,758	$25,040
2045	$18,731	$52,250	$13,896	$25,291
2046	$19,216	$53,567	$14,247	$25,929
2047	$18,932	$52,838	$14,053	$25,576
2048	$18,591	$51,953	$13,817	$25,148
2049	$18,056	$50,553	$13,445	$24,470
2050	$17,710	$49,655	$13,206	$24,035
2051	$17,283	$48,538	$12,909	$23,494
2052	$16,721	$47,059	$12,516	$22,778
2053	$11,067	$32,039	$8,521	$15,508
2054	$11,302	$32,677	$8,691	$15,817
2055	$11,533	$33,304	$8,858	$16,121
2056	$11,762	$33,923	$9,022	$16,420
TOTAL	$458,064	$1,285,068	$341,773	$622,028
AVG ANNUAL	$15,269	$42,836	$11,392	$20,734

[11] For Webster County, the tax rates in cents per $100 of assessed value were assumed to be: 7.07 for TPP and 6 for real property for the Extension Service; 18.8 for both TPP and real property for General Fiscal Court; 5 for both TPP and real property for the Health Department; and 9.1 for both TPP and real property for the Library.

IX. Appendix

Table 17 – Local and Statewide Compensation by Occupation

BLS Occupation Code	Job Type	Education/Training Required	Kentucky 10th Percentile of Wages	Kentucky 90th Percentile of Wages	Kentucky Mean Wages	Evansville, IN-KY Percentile of Wages	Evansville, IN-KY 90th Percentile of Wages	Evansville, IN-KY Mean Wages	US Fringe Benefits Median	Total Compensation Local mean wages plus US Fringe
	Jobs during Construction									
47-2231	Solar Photovoltaic Installers	High school diploma or equivalent	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	$27,394	#N/A
47-3013	Helpers – Electricians	High school diploma or equivalent	$28,170	$46,780	$35,450	$29,270	$43,150	$35,190	$27,394	$62,584
47-2111	Electricians	High school diploma or equivalent	$35,300	$77,270	$55,840	$36,830	$90,100	$67,200	$27,394	$94,594
47-2061	Construction Laborers	No formal educational credential	$29,320	$57,730	$42,310	$30,340	$61,580	$45,040	$27,394	$72,434
47-2073	Operating Engineers and Other Construction Equipment Operators	High school diploma or equivalent	$36,670	$79,940	$54,490	$38,670	$83,330	$61,110	$27,394	$88,504
47-1011	First-Line Supervisors of Construction Trades	High school diploma or equivalent	$46,200	$96,080	$68,650	$47,040	$96,470	$73,370	$27,394	$100,764
13-1082	Project Management Specialists and Business Operations Specialists		$47,820	$129,290	$84,600	$48,340	$131,070	$82,230	$27,394	$109,624
49-9071	Maintenance and Repair Workers, General (Operations)	High school diploma or equivalent	$25,650	$70,130	$45,630	$28,360	$68,490	$46,020	$27,394	$73,414
13-1111	Management Analysts	Bachelor's degree	$48,010	$160,620	$95,040	$31,990	$107,730	$71,050	$27,394	$98,444
11-1021	General and Operations Managers	Bachelor's degree	$35,920	$167,310	$91,740	$40,320	$199,910	$108,880	$27,394	$136,274
17-2071	Electrican Engineers		$61,150	$128,940	$91,180	$62,500	$130,120	$94,640	$27,394	$122,034
41-3091	Sales Representatives of Services		$30,160	$120,970	$66,840	$31,320	$105,060	$62,960	$27,394	$90,354
53-7062	Laborers and Freight, Stock and Material Movers	No formal educational credential	$26,850	$45,630	$37,940	$28,950	$45,220	$35,640	$27,394	$63,034
43-3031	Bookkeeping, Accounting and Auditing	Some college, no degree	$26,940	$60,680	$43,060	$28,460	$57,620	$41,930	$27,394	$69,324
	Jobs during Operations									
51-8013	Power Plant Operators	High school diploma or equivalent	$44,920	$102,980	$79,030	$64,090	$95,160	$78,010	$27,394	$105,404
37-3011	Landscaping and Groundskeeping	No formal educational credential	$22,570	$39,980	$31,450	$20,330	$49,290	$32,860	$27,394	$60,254
51-1011	First-Line Supervisors of Production and Operating Workers	High school diploma or equivalent	$38,880	$97,420	$65,790	$42,740	$98,420	$69,380	$27,394	$96,774

Table 18 – Occupational Description and Future Outlook

Occupation Code	Occupation Title	Description	Work Environment	Current Employment	Job Growth, 2021-2031 (percent)
11-1021	General and Operations Managers	Plan, direct, or coordinate the operations of public or private sector organizations, overseeing multiple departments or locations. Duties and responsibilities include formulating policies, managing daily operations, and planning the use of materials and human resources, but are too diverse and general in nature to be classified in any one functional area of management or administration, such as personnel, purchasing, or administrative services. Usually manage through subordinate supervisors. Excludes First-Line Supervisors.	Top executives work in nearly every industry, for both small and large organizations. They often have irregular schedules, which may include working evenings and weekends. Travel is common, particularly for chief executives.	3,328,200	209,800 (7%)
13-1082	Project Management Specialists and Business Operations Specialists	Analyze and coordinate the schedule, timeline, procurement, staffing, and budget of a product or service on a per project basis. Lead and guide the work of technical staff. May serve as a point of contact for the client or customer. Excludes "Management Occupations" (11-0000), "Logisticians" (13-1081), "Meeting, Convention, and Event Planners" (13-1121), and "Production, Planning, and Expediting Clerks" (43-5061).	Project management specialists usually work in an office setting. Although project management specialists may collaborate on teams, some work independently. Project management specialists also may travel to their clients' places of business.	781,400	56,300 (7%)
13-1111	Management Analysts	Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants. Excludes "Computer Systems Analysts" (15-1211) and "Operations Research Analysts" (15-2031).	Management analysts may travel frequently to meet with clients. Some work more than 40 hours per week.	950,600	108,400 (11%)
17-2071	Electrican Engineers	Research, design, develop, test, or supervise the manufacturing and installation of electrical equipment, components, or systems for commercial, industrial, military, or scientific use. Excludes "Computer Hardware Engineers" (17-2061).	Electrical and electronics engineers work in industries including research and development, engineering services, manufacturing, telecommunications, and the federal government. Electrical and electronics engineers generally work indoors in offices. However, they may have to visit sites to observe a problem or a piece of complex equipment.	303,800	9,800 (3%)
37-3011	Landscaping and Groundskeeping	Landscape or maintain grounds of property using hand or power tools or equipment. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler installation, and installation of mortarless segmental concrete masonry wall units. Excludes "Farmworkers and Laborers, Crop, Nursery, and Greenhouse" (45-2092).	Most grounds maintenance work is done outdoors in all weather conditions. Some work is seasonal, available mainly in the spring, summer, and fall. The work may be repetitive and physically demanding, requiring frequent bending, kneeling, lifting, or shoveling.	1,299,000	61,300 (5%)
41-3091	Sales Representatives of Services	Sell services to individuals or businesses. May describe options or resolve client problems. Excludes "Advertising Sales Agents" (41-3011), "Insurance Sales Agents" (41-3021), "Securities, Commodities, and Financial Services Sales Agents" (41-3031), "Travel Agents" (41-3041), "Sales Representatives, Wholesale and Manufacturing" (41-4010), and "Telemarketers" (41-9041).	Wholesale and manufacturing sales representatives work under pressure because their income and job security depend on the amount of merchandise they sell. Some sales representatives travel frequently.	1,597,600	63,300 (4%)
43-3031	Bookkeeping, Accounting and Auditing	Compute, classify, and record numerical data to keep financial records complete. Perform any combination of routine calculating, posting, and verifying duties to obtain primary financial data for use in maintaining accounting records. May also check the accuracy of figures, calculations, and postings pertaining to business transactions recorded by other workers. Excludes "Payroll and Timekeeping Clerks" (43-3051).	Most accountants and auditors work full time. Overtime hours are typical at certain periods of the year, such as for quarterly audits or during tax season.	1,449,800	81,800 (6%)
47-1011	First-Line Supervisors of Construction Trades	Directly supervise and coordinate activities of construction or extraction workers.	N/A	735,500	29,900 (4%)

Table 18 – Occupational Description and Future Outlook (Cont.)

47-2061	Construction Laborers	Perform tasks involving physical labor at construction sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, and clean up rubble, debris, and other waste materials. May assist other craft workers. Construction laborers who primarily assist a particular craft worker are classified under "Helpers, Construction Trades" (47-3010). Excludes "Hazardous Materials Removal Workers" (47-4041).	Most construction laborers and helpers typically work full time and do physically demanding work. Some work at great heights or outdoors in all weather conditions. Construction laborers have one of the highest rates of injuries and illnesses of all occupations.	1,572,200	69,500 (4%)
47-2073	Operating Engineers and Other Construction Equipment Operators	Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. May repair and maintain equipment in addition to other duties. Excludes "Extraction Workers" (47-5000) and "Crane and Tower Operators" (53-7021).	Construction equipment operators may work even in unpleasant weather. Most operators work full time, and some have irregular work schedules that include nights.	466,900	22,000 (5%)
47-2111	Electricians	Install, maintain, and repair electrical wiring, equipment, and fixtures. Ensure that work is in accordance with relevant codes. May install or service street lights, intercom systems, or electrical control systems. Excludes "Security and Fire Alarm Systems Installers" (49-2098).	Almost all electricians work full time. Work schedules may include evenings and weekends. Overtime is common.	711,200	50,200 (7%)
47-2231	Solar Photovoltaic Installers	Assemble, install, or maintain solar photovoltaic (PV) systems on roofs or other structures in compliance with site assessment and schematics. May include measuring, cutting, assembling, and bolting structural framing and solar modules. May perform minor electrical work such as current checks. Excludes solar PV electricians who are included in "Electricians" (47-2111) and solar thermal installers who are included in "Plumbers, Pipefitters, and Steamfitters" (47-2152).	Most solar panel installations are done outdoors, but PV installers sometimes work in attics and crawl spaces to connect panels to the electrical grid. Installers also must travel to jobsites.	17,100	4,600 (27%)
47-3013	Helpers – Electricians	Help electricians by performing duties requiring less skill. Duties include using, supplying, or holding materials or tools, and cleaning work area and equipment. Construction laborers who do not primarily assist electricians are classified under "Construction Laborers" (47-2061). Apprentice workers are classified with the appropriate skilled construction trade occupation (47-2011 through 47-2231).	Most construction laborers and helpers typically work full time and do physically demanding work. Some work at great heights or outdoors in all weather conditions. Construction laborers have one of the highest rates of injuries and illnesses of all occupations.	1,572,200	69,500 (4%)
49-9071	Maintenance and Repair Workers, General (Operations)	Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of a building in repair. Duties may involve pipe fitting; HVAC maintenance; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs. Excludes "Facilities Managers" (11-3013) and "Maintenance Workers, Machinery" (49-9043).	General maintenance and repair workers often carry out many different tasks in a single day. They could work at any number of indoor or outdoor locations. They may work inside a single building, such as a hotel or hospital, or be responsible for the maintenance of many buildings, such as those in an apartment complex or on a college campus.	1,539,100	76,300 (5%)
51-1011	First-Line Supervisors of Production and Operating Workers	Directly supervise and coordinate the activities of production and operating workers, such as inspectors, precision workers, machine setters and operators, assemblers, fabricators, and plant and system operators. Excludes team or work leaders.	N/A	646,800	12,200 (2%)
51-8013	Power Plant Operators	Control, operate, or maintain machinery to generate electric power. Includes auxiliary equipment operators. Excludes "Nuclear Power Reactor Operators" (51-8011).	Most power plant operators, distributors, and dispatchers work full time. Many work rotating 8- or 12-hour shifts.	43,700	(6,500) (-15%)
53-7062	Laborers and Freight, Stock and Material Movers	Manually move freight, stock, luggage, or other materials, or perform other general labor. Includes all manual laborers not elsewhere classified. Excludes "Construction Laborers" (47-2061) and "Helpers, Construction Trades" (47-3011 through 47-3019). Excludes "Material Moving Workers" (53-7011 through 53-7199) who use power equipment.	Most hand laborers and material movers work full time. Because materials are shipped around the clock, some workers, especially those in warehousing, work overnight shifts.	6,473,000	358,300 (6%)

Table 19 – Occupational Output from IMPLAN Construction Model, Direct Jobs, Employment Greater than 1.0

Occ Code	Occupation	Wage and Salary Employment	Wage and Salary Income	Supplements to Wages and Salaries	Employee Compensation	Hours Worked
47-2000	Construction Trades Workers	25.41	$1,948,010.47	$364,257.52	$2,312,267.99	48,309.64
49-9000	Other Installation, Maintenance, and Repair Occupations	21.45	$1,911,933.06	$357,511.42	$2,269,444.48	44,226.53
47-1000	Supervisors of Construction and Extraction Workers	6.00	$649,024.07	$121,360.69	$770,384.76	12,898.23
49-1000	Supervisors of Installation, Maintenance, and Repair Workers	5.16	$625,930.47	$117,042.43	$742,972.89	11,098.98
13-1000	Business Operations Specialists	3.79	$447,207.15	$83,623.04	$530,830.20	7,589.38
11-9000	Other Management Occupations	3.13	$500,501.37	$93,588.50	$594,089.88	6,700.87
11-1000	Top Executives	2.25	$430,903.84	$80,574.50	$511,478.34	4,959.24
43-9000	Other Office and Administrative Support Workers	1.83	$104,877.11	$19,610.92	$124,488.03	2,931.00
49-2000	Electrical and Electronic Equipment Mechanics, Installers, and Repairers	1.82	$155,318.71	$29,042.97	$184,361.68	3,843.89
43-3000	Financial Clerks	1.64	$113,228.37	$21,172.52	$134,400.89	2,908.08
53-3000	Motor Vehicle Operators	1.23	$88,766.84	$16,598.47	$105,365.30	2,523.75
43-6000	Secretaries and Administrative Assistants	1.14	$76,705.24	$14,343.07	$91,048.31	1,980.41
49-3000	Vehicle and Mobile Equipment Mechanics, Installers, and Repairers	1.11	$94,663.57	$17,701.09	$112,364.66	2,324.35
53-7000	Material Moving Workers	1.02	$67,970.14	$12,709.70	$80,679.84	1,764.65

Table 20 – Occupational Output from IMPLAN Construction Model, Indirect Jobs, Employment Greater than 1.0

Occ Code	Occupation	Wage and Salary Employment	Wage and Salary Income	Supplements to Wages and Salaries	Employee Compensation	Hours Worked
37-3000	Grounds Maintenance Workers	35.87	1,516,895.47	220,190.23	1,737,085.71	61,821.58
47-2000	Construction Trades Workers	22.74	991,255.60	183,029.86	1,174,285.46	42,872.70
13-1000	Business Operations Specialists	7.93	546,984.52	95,596.80	642,581.32	16,096.02
47-1000	Supervisors of Construction and Extraction Workers	6.06	355,910.83	66,010.73	421,921.56	13,167.56
11-9000	Other Management Occupations	5.97	522,348.00	94,668.11	617,016.12	12,925.84
37-1000	Supervisors of Building and Grounds Cleaning and Maintenance Workers	4.95	289,442.70	42,027.44	331,470.14	10,653.52
11-1000	Top Executives	4.69	498,993.86	82,783.77	581,777.63	10,512.50
17-2000	Engineers	3.94	260,720.28	42,032.97	302,753.25	8,038.29
43-9000	Other Office and Administrative Support Workers	3.39	116,841.93	18,950.38	135,792.31	5,533.02
53-7000	Material Moving Workers	2.85	102,837.92	17,233.37	120,071.30	4,812.68
49-3000	Vehicle and Mobile Equipment Mechanics, Installers, and Repairers	2.82	116,806.22	19,855.25	136,661.48	5,319.31
53-3000	Motor Vehicle Operators	2.68	114,350.05	20,556.99	134,907.05	5,335.01
43-6000	Secretaries and Administrative Assistants	2.54	99,686.29	16,525.65	116,211.94	4,485.44
43-3000	Financial Clerks	2.46	103,553.19	17,043.90	120,597.09	4,362.29
41-3000	Sales Representatives, Services	2.00	125,332.55	19,355.00	144,687.55	4,075.10
49-9000	Other Installation, Maintenance, and Repair Occupations	1.93	87,556.37	15,156.60	102,712.96	3,950.27
41-2000	Retail Sales Workers	1.89	50,922.50	8,881.56	59,804.06	2,859.12
17-3000	Drafters, Engineering Technicians, and Mapping Technicians	1.74	72,378.39	11,188.67	83,567.07	3,410.98
13-2000	Financial Specialists	1.57	107,763.09	18,193.47	125,956.56	3,138.61
43-4000	Information and Record Clerks	1.47	52,292.84	8,746.07	61,038.91	2,438.85
17-1000	Architects, Surveyors, and Cartographers	1.37	83,057.01	12,568.84	95,625.85	2,796.33
15-1200	Computer Occupations	1.37	109,035.56	16,949.60	125,985.16	2,704.56
11-3000	Operations Specialties Managers	1.07	118,231.24	19,984.25	138,215.50	2,256.96

Table 21 – Occupational Output from IMPLAN Construction Model, Induced Jobs, Employment Greater than 1.0

Occ Code	Occupation	Wage and Salary Employment	Wage and Salary Income	Supplements to Wages and Salaries	Employee Compensation	Hours Worked
29-1000	Healthcare Diagnosing or Treating Practitioners	3.59	427,428.45	88,336.40	515,764.85	6,714.86
41-2000	Retail Sales Workers	3.51	75,089.70	14,248.05	89,337.76	4,594.06
35-3000	Food and Beverage Serving Workers	3.30	50,051.10	6,787.55	56,838.65	3,561.14
53-7000	Material Moving Workers	2.34	73,376.19	13,800.81	87,177.00	3,672.28
31-1100	Home Health and Personal Care Aides; and Nursing Assistants, Orderlies, and Psychiatric Aides	1.81	49,620.02	10,161.20	59,781.22	2,905.01
35-2000	Cooks and Food Preparation Workers	1.72	31,118.98	4,493.54	35,612.51	2,332.52
29-2000	Health Technologists and Technicians	1.63	80,869.83	16,740.11	97,609.94	2,926.87
43-4000	Information and Record Clerks	1.31	43,538.05	8,356.58	51,894.63	2,126.95

X. Glossary

Bb

Battery Energy Storage Systems (BESS)

An array of hundreds or thousands of small batteries that enable energy from renewables, like solar and wind, to be stored and released at a later time.

Cc

Consumer Price Index (CPI)

An index of the changes in the cost of goods and services to a typical consumer, based on the costs of the same goods and services at a base period.

Dd

Direct impacts

During the construction period: the changes that occur in the onsite construction industries in which the direct final demand change is made.
During operating years: the final demand changes that occur in the onsite spending for the solar operations and maintenance workers.

Ee

Equalized Assessed Value (EAV)

The product of the assessed value of property and the state equalization factor. This is typically used as the basis for the value of property in a property tax calculation.

Ff

Farming profit

The difference between total revenue (price multiplied by yield) and total cost regarding farmland.

Full-time equivalent (FTE)

A unit that indicates the workload of an employed person. One FTE is equivalent to one worker working 2,080 hours in a year. One half FTE is equivalent to a half-time worker or someone working 1,040 hours in a year.

Hh

HV line extension

High-voltage electric power transmission links used to connect generators to the electric transmission grid.

Ii

IMPLAN (IMpact analysis for PLANning)

A business who is the leading provider of economic impact data and analytic applications. IMPLAN data is collected at the federal, state, and local levels and used to create state-specific and county-specific industry multipliers.

Indirect impacts

Impacts that occur in industries that make up the supply chain for that industry.
During the construction period: the changes in inter- industry purchases resulting from the direct final demand changes, including construction spending on materials and wind farm equipment and other purchases of good and offsite services.
During operating years: the changes in inter-industry purchases resulting from the direct final demand changes.

Induced impacts

The changes that occur in household spending as household income increases or decreases as a result of the direct and indirect effects of final demand changes.

Inflation

A persistent rise in the general level of prices related to an increase in the volume of money and resulting in the loss of value of currency. Inflation is typically measured by the CPI.

Mm

Median Household Income (MHI)

The income amount that divides a population into two equal groups, half having an income above that amount, and half having an income below that amount.

Millage rate

The tax rate, as for property, assessed in mills per dollar.

Multiplier

A factor of proportionality that measures how much a variable changes in response to a change in another variable.

MW

A unit of power, equal to one million watts or one thousand kilowatts.

MWac (megawatt alternating current)

The power capacity of a utility-scale solar PV system after its direct current output has been fed through an inverter to create an alternating current (AC). A solar system's rated MWac will always be lower than its rated MWdc due to inverter losses. AC is the form in which electric energy is delivered to businesses and residences and that consumers typically use when plugging electric appliances into a wall socket.

MWdc (megawatt direct current)

The power capacity of a utility-scale solar PV system before its direct current output has been fed through an inverter to create an alternating current. A solar system's rated MWdc will always be higher than its rated MWac.

Nn

Net economic impact

Total change in economic activity in a specific region, caused by a specific economic event.

Net Present Value (NPV)

Cash flow determined by calculating the costs and benefits for each period of investment.

National Renewable Energy Laboratory's (NREL) Jobs and Economic Development Impacts (JEDI) Model

An input-output model that measures the spending patterns and location-specific economic structures that reflect expenditures supporting varying levels of employment, income, and output.

Oo

Output

Economic output measures the value of goods and services produced in a given area. Gross Domestic Product is the economic output of the United States as a whole.

Pp

PV (photovoltaic) system

Solar modules, each comprising a number of solar cells, which generate electrical power.

Rr

Real Gross Domestic Product (GDP)

A measure of the value of goods and services produced in an area and adjusted for inflation over time.

Real-options analysis

A model used to look at the critical factors affecting the decision to lease agricultural land to a company installing a solar powered electric generating facility.

Ss

Stochastic

To have some randomness.

Tt

Tax rate

The percentage (or millage) of the value of a property to be paid as a tax.

Total economic output

The quantity of goods or services produced in a given time period by a firm, industry, county, or country.

Uu

Utility-scale solar

Solar powered-electric generation facilities intended for wholesale distribution typically over 5MW in capacity.

XI. References

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XII. Curriculum Vitae (Abbreviated)

David G. Loomis
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Education

Doctor of Philosophy, Economics, Temple University, Philadelphia, Pennsylvania, May 1995.

Bachelor of Arts, Mathematics and Honors Economics, Temple University, Magna Cum Laude, May 1985.

Experience

2011-present Strategic Economic Research, LLC
President

- Performed economic impact analyses on policy initiatives and energy projects such as wind energy, solar energy, natural gas plants and transmission lines at the county and state level
- Provided expert testimony before state legislative bodies, state public utility commissions, and county boards
- Wrote telecommunications policy impact report comparing Illinois to other Midwestern states

1996-2023 Illinois State University, Normal, IL
Professor Emeritus – Department of Economics (2023 - present)
Full Professor – Department of Economics (2010-2023)
Associate Professor - Department of Economics (2002-2009)
Assistant Professor - Department of Economics (1996-2002)

- Taught Regulatory Economics, Telecommunications Economics and Public Policy, Industrial Organization and Pricing, Individual and Social Choice, Economics of Energy and Public Policy and a Graduate Seminar Course in Electricity, Natural Gas and Telecommunications Issues
- Supervised as many as 5 graduate students in research projects each semester
- Served on numerous departmental committees

1997-2023 Institute for Regulatory Policy Studies, Normal, IL
Executive Director (2005-2023)
Co-Director (1997-2005)

- Grew contributing membership from 5 companies to 16 organizations
- Doubled the number of workshop/training events annually
- Supervised 2 Directors, Administrative Staff and internship program
- Developed and implemented state-level workshops concerning regulatory issues related to the electric, natural gas, and telecommunications industries

2006-2018 Illinois Wind Working Group, Normal, IL
Director

- Founded the organization and grew the organizing committee to over 200 key wind stakeholders
- Organized annual wind energy conference with over 400 attendees
- Organized strategic conferences to address critical wind energy issues
- Initiated monthly conference calls to stakeholders
- Devised organizational structure and bylaws

2007-2018 Center for Renewable Energy, Normal, IL
Director

- Created founding document approved by the Illinois State University Board of Trustees and Illinois Board of Higher Education
- Secured over $150,000 in funding from private companies
- Hired and supervised 4 professional staff members and supervised 3 faculty members as Associate Directors
- Reviewed renewable energy manufacturing grant applications for Illinois Department of Commerce and Economic Opportunity for a $30 million program
- Created technical "Due Diligence" documents for the Illinois Finance Authority loan program for wind farm projects in Illinois
- Published 40 articles in leading journals such as AIMS Energy, Renewable Energy, National Renewable Energy Laboratory Technical Report, Electricity Journal, Energy Economics, Energy Policy, and many others
- Testified over 80 times in formal proceedings regarding wind, solar and transmission projects
- Raised over $7.7 million in grants
- Raised over $2.7 million in external funding

Bryan A. Loomis
Strategic Economic Research, LLC
Vice President

Education

Master of Business Administration (M.B.A.), Marketing and Healthcare, Belmont University, Nashville, Tennessee, 2017.

Experience

2019-present Strategic Economic Research, LLC, Bloomington, IL
Vice President
(2021-present)
Property Tax Analysis and Land Use Director
(2019-2021)

- Directed the property tax analysis by training other associates on the methodology and overseeing the process for over twenty states
- Improved the property tax analysis methodology by researching various state taxing laws and implementing depreciation, taxing jurisdiction millage rates, and other factors into the tax analysis tool
- Executed land use analyses by running Monte Carlo simulations of expected future profits from farming and comparing that to the solar lease
- Performed economic impact modeling using JEDI and IMPLAN tools
- Improved workflow processes by capturing all tasks associated with economic modeling and report-writing, and created automated templates in Asana workplace management software

2019-2021 Viral Healthcare Founders LLC, Nashville, TN
CEO and Founder

- Founded and directed marketing agency for healthcare startups
- Managed three employees
- Mentored and worked with over 30 startups to help them grow their businesses
- Grew an email list to more than 2,000 and LinkedIn following to 3,500
- Created a Slack community and grew to 450 members
- Created weekly video content for distribution on Slack, LinkedIn and Email

Christopher Thankan
Strategic Economic Research, LLC
Economic Analyst

Education

Bachelor of Science in Sustainable & Renewable Energy (B.S.), Minor in Economics, Illinois State University, Normal, IL, 2021

Experience

2021-present Strategic Economic Research, LLC, Bloomington, IL
Economic Analyst

- Create economic impact results on numerous renewable energy projects Feb 2021-Present
- Utilize IMPLAN multipliers along with NREL's JEDI model for analyses
- Review project cost Excel sheets
- Conduct property tax analysis for different US states
- Research taxation in states outside research portfolio
- Complete ad hoc research requests given by the president
- Hosted a webinar on how to run successful permitting hearings
- Research school funding and the impact of renewable energy on state aid to school districts
- Quality check coworkers JEDI models
- Started more accurate methodology for determining property taxes that became the main process used

by Dr. David G. Loomis,
Bryan Loomis, and Chris Thankan
Strategic Economic Research, LLC
strategiceconomic.com
815-905-2750

Weirs Creek Solar, LLC

Case No. 2024-00099

Application – Exhibit 11

Kentucky State Board on Electric Generation and Transmission Siting
Weirs Creek Solar, LLC – Case No. 2024-00099
Application – Exhibit 11

Filing Requirement

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 (KRS 278.706(2)(k))

Respondent: Brian Bartels

The Applicant makes the below disclosure as ESI Energy, LLC entered into a settlement agreement related to violations of the Migratory Bird Treaty Act and is the 100% sole member of Weirs Creek Solar, LLC. This settlement agreement relates to certain western wind operations. In April 2022, ESI Energy, LLC, a wholly owned subsidiary of NextEra Energy Resources LLC, entered into a Plea Agreement with the U.S. Fish and Wildlife Service and the U.S. Department of Justice to resolve a dispute regarding liability for alleged accidental eagle mortalities associated with two wind energy facilities in Wyoming and one wind energy facility in New Mexico. ESI Energy, LLC pled guilty to three misdemeanor violations of the Migratory Bird Treaty Act and as part of the plea agreement, agreed to pay fines and restitution. ESI Energy, LLC also agreed to apply for (51) eagle permits at certain wind energy facilities across the U.S. in exchange for a settlement of all past and future accidental eagle mortalities, for up to ten years or when such permits are issued to the respective wind energy facilities. In addition to facilities covered under the Plea Agreement, any other non-listed wind energy facility that records an eagle accident may apply for an incidental eagle permit within six months of such an event (or otherwise resolve the

issue with USFWS within nine months) in order to receive the benefits of the non-prosecution agreement.