

Section 25 COGENERATION AND SMALL POWER PRODUCTION

Cooperative is a member of Corn Belt Power Cooperative ("Corn Belt") and Central Iowa Power Cooperative ("CIPCO"). Corn Belt and CIPCO are generation and transmission cooperatives, and Cooperative obtains all of its wholesale power from either Corn Belt or CIPCO. Corn Belt and CIPCO are sometimes referred to herein as G&T's or G&T. In applying this tariff, those Qualifying Facilities located the service territory formerly served by Greene County Rural Electric Cooperative and located in the counties of Boone, Calhoun, Dallas, Greene, Guthrie, Hamilton, Polk, Story, and Webster shall be considered in the CIPCO area and those Qualifying Facilities located in the service territory formerly served by Hardin County Rural Electric Cooperative and located in the counties of Franklin, Grundy, Hamilton, Hardin, and Story and those Qualifying Facilities located in the service territory formerly served by Humboldt County Rural Electric Cooperative and located in the counties of Humboldt, Kossuth, Pocahontas, Webster and Wright shall be considered in the Corn Belt area. The Cooperative and Corn Belt have filed a Joint Implementation Plan with the Federal Energy Regulatory Commission ("FERC") which provides for coordinated implementation of the obligations of Corn Belt and Cooperative relative to qualifying facilities. Pursuant to said Plan, Cooperative agrees to provide to any qualifying facility in its service territory supplementary, backup, maintenance, and interruptible power and Corn Belt agrees to purchase energy and capacity from said facility, all in accordance with the requirements of the Public Utilities Regulatory Policies Act ("PURPA"). In the Corn Belt area, those provisions of this tariff relating to sales to the qualifying facility shall apply to Cooperative and those provisions regarding purchases from the qualifying facility shall apply to Corn Belt. Accordingly, any qualifying facility seeking services pursuant to this tariff should coordinate their efforts with both Corn Belt and Cooperative. The Cooperative also notes that Corn Belt obtains its wholesale power from Basin Electric Power Cooperative, and coordination with said entity may also be necessary for facilities located in the Corn Belt area.

25.1 Availability

This section shall apply to any member-consumer within the Cooperative's assigned service area owning or leasing a qualifying facility who meets the definitions under the rules of the Public Utility Regulatory Policies Act of 1978, as a qualifying alternate energy production facility, or a qualifying small hydro facility ("QF" or "Qualifying Facility"). A member-consumer owning or leasing electric generating equipment shall not connect it in parallel with the Cooperative or G&T's system without the prior written consent of the Cooperative or G&T. Any third party wishing to locate a qualifying facility on the member-consumer's premises who wishes to sell the output of said facility to the member-consumer shall not operate the facility in parallel with the Cooperative or G&T's system without the prior written consent of the Cooperative or G&T. Failure of the member-consumer or third party to comply with the Cooperative or G&T's requirements for parallel generation shall be justification for discontinuance of such

parallel operation in such a manner as to least inconvenience the member-consumer until such time as full compliance has been accomplished. Each of these types of facilities shall comply with all of the Cooperative or G&T requirements and general rules for electric service, as well as the specific provisions of this section. For purposes of interconnecting a qualifying facility owned by a third-party to the Cooperative or G&T's system, the third party shall be responsible for complying with the interconnection requirements and shall submit an application to the Cooperative on the applicable forms. Said third party shall be deemed the interconnection member-consumer for the purpose of this tariff

25.2 Definitions

Unless otherwise defined herein, terms used shall have the same meaning as defined in 199 IAC 45.1.

"Avoided Costs" means the incremental costs to the Cooperative/G&T of electric energy or capacity (or both) which, but for the purchase from the qualifying facility or qualifying facilities, the Cooperative/G&T would generate itself or purchase from another source. As noted elsewhere, the Cooperative purchases all of its power requirements from its wholesale power suppliers, Corn Belt and CIPCO. As reflected in the Joint PURPA Implementation Plan filed with FERC by Cooperative and Corn Belt, and pursuant to other FERC precedent, the Cooperative's avoided costs in the Corn Belt area shall equal those of Corn Belt, and Corn Belt shall be responsible for calculating the Cooperative's Avoided Costs for this area, and the Cooperative's avoided cost in the CIPCO area shall be calculated by the Cooperative and be consistent with applicable laws and regulations.

"Nameplate Capacity" means the maximum rated output of a generator, prime mover, or other electric production equipment under specific conditions designated by the manufacturer and usually indicated on a nameplate physically attached to the power production equipment.

25.3 Requirements for Interconnection

All facilities shall meet certain requirements to be eligible for interconnection pursuant to the terms and conditions of this section. The Cooperative shall assist the applicant in determining the appropriate level of review process required for the interconnection. The Cooperative has developed 4 levels of review process. The appropriate level generally depends upon the size and type of generator and the type of interconnection requested. The levels of review are described in the Attached Appendix A. For purposes of determining the appropriate level of review and the appropriate metering and other interconnection requirements, the nameplate capacity of all Qualifying Facilities located on the same premises and having common ownership shall be aggregated.

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25.3.1 Application for Interconnection

The applicant shall submit an application to the Cooperative, using either the Application form attached as Appendix B (Level 1 Application) or the Application form attached as Appendix D (Application form for Levels 2, 3, and 4), depending upon the Level of review required.

25.3.2 Acceptable Interconnection Standards

Permission to interconnect with the Cooperative or G&T electric system is contingent upon the following conditions:

- A. The member-consumer shall comply with acceptable standards for interconnection, safety, and operating reliability. Acceptable standards include the most current revisions of the following, as adopted in the Iowa Administrative Code section 199-15.10(1), in order to be eligible for interconnection to the Cooperative or G&T electric system:
1. Standards for Interconnecting Distributed Resources with Electric Power Systems, ANSI/IEEE Standard 1547-2003. For guidance in applying IEEE Standard 1547, the Cooperative may refer to:
 - 1) IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems - IEEE Standard 519-1992; and
 - 2) IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems.
 2. Iowa Electrical Safety Code, as defined in 199—Chapter 25.
 3. National Electrical Code, ANSI/NFPA 70-2011.
- B. The member-consumer facility shall meet the standards for interconnection as set forth in the Model Interconnection Agreements and the attachments thereto. Said Model Agreements are attached hereto as Appendices B and E.
- C. The member-consumer shall agree to indemnify and defend the Cooperative and G&T and their representatives against liability for any injuries or damages caused by the operation of the member-consumer's equipment or by any failure of the member-consumer to maintain such equipment in satisfactory or safe operating condition. The member-consumer will arrange for and maintain liability insurance with limits of not less than those set forth in the attached appendices, with the insurance requirements varying depending upon the size of the interconnecting generator. Failure to maintain required insurance or proof of financial responsibility shall be cause for disconnection. The Cooperative and the applicable G&T shall be named as additional insured's, to the extent specified in the attached appendices.

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- D. The member-consumer shall reimburse the Cooperative or G&T for costs incurred by the Cooperative or G&T for all costs of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the Cooperative or G&T directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a qualifying facility, to the extent the costs are in excess of the corresponding costs which the Cooperative or G&T would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection costs do not include any costs included in the calculation of avoided costs.
- E. The member-consumer shall agree to discontinue sales to Cooperative/G&T when, due to operational circumstances, purchases from the member-consumer will result in G&T costs greater than those which G&T would incur if it did not make such purchases, but instead generated an equivalent amount of energy, provided, however, that G&T shall notify the member-consumer within a reasonable amount of time to allow the member-consumer to cease the delivery of energy.
- F. The applicant and the Cooperative shall execute the applicable Model Interconnection Agreement prior to interconnection. In the event the applicant desires to sell any excess output from its facility, a separate power purchase agreement shall be required for all interconnections except Level 1. For Level 1 interconnections, the terms of purchase are set out on Attachment 2 to the Level 1 Standard Application Form and Interconnection Agreement. In the Corn Belt area, any sales must be made to Corn Belt. In the CIPCO area, the sales could be made to either CIPCO or Midland, depending upon the utility's capacity to make the purchase and the agreement of the parties.

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- G. The member-consumer shall permit Cooperative or G&T representatives to enter upon member-consumer's property at any reasonable time for the purpose of inspecting or testing member-consumer's equipment, facilities or apparatus and the accuracy of the Cooperative or G&T's metering equipment, but such inspections shall not relieve the member-consumer of the obligation to maintain the member-consumer's facilities in satisfactory operating condition. The Cooperative or G&T may charge the direct expense of such inspecting or testing of the member-consumer's equipment, facilities or apparatus to the member-consumer, unless the member-consumer can demonstrate the inspecting and testing was not necessary. The member-consumer shall adopt a program of inspection of the generator and its appurtenances and the interconnection equipment in order to determine necessity for replacement and repair.
- H. The member-consumer shall be responsible for the costs of installation and maintenance of any necessary power factor correction capacitors. Member-consumers with a distributed generation facility larger than or equal to 1 MVA shall design their distributed generation facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Member-consumers with a distributed generation facility smaller than 1 MVA shall design their distributed generation facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.
- I. The member-consumer's electric generating equipment shall be designed; operated and maintained in such a manner that it does not adversely affect the Cooperative's or G&T's system or their service to their other members.

25.4 Rates for Purchased Power

25.4.1 Rates for purchases by the member-consumer from the Cooperative

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

25.4.2 Rates for purchases from member-consumer

General PURPA purchase rates:

Payment for purchases by Corn Belt from the member-consumer in the Corn Belt area and the payment for purchases by Midland and/or CIPCO from the member-consumer in the CIPCO area pursuant to this tariff provision shall be as follows:

QFs with design capacity of 100 kW or less

The rate(s) for purchases from a qualifying facility (as defined above) and with a design capacity of 100 kilowatts or less are available by contacting the Cooperative. These rates will be consistent with 18 CFR 292.304.

QFs with a design capacity of greater than 100 kW

The rate(s) for purchases from qualifying facilities (as defined above) and with a design capacity of greater than 100 kilowatts are available on a negotiated case-by-case basis with the Midland and/or CIPCO.

Net Metering Option:

The Cooperative has developed a Net Metering option for facilities with an installed design capacity at any one geographic location of less than 50 kW and which is intended to serve only the electrical requirements of the owner of the net metering facility. Such facilities will be referred to in this tariff individually as "Net Metering Facility." The availability of this optional rate is subject to a total facility cap of 270 kW of nameplate capacity on the Cooperative's system. The Net Metering terms will be as set forth in Attachment 2 of the Level 1 Standard Application Form and Interconnection Agreement (Appendix B) or the Separate Power Purchase Agreement for other Levels of interconnection.

Subtractive electric heat metering is not allowed under the Net Metering option.

Small Renewable Alternate Energy Rate/Consumer Wind Energy Purchase Rate/ Distributed Generation Purchase Rate:

Member-Consumers with their own generation located in the Corn Belt area may be eligible for special incentive rates made available through Corn Belt Power Cooperative. These rates are in lieu of the PURPA Avoided Cost Rate and the rates are available by contacting the Cooperative. A QF electing this rate must meet the eligibility criteria as set forth in the applicable rate schedule and must complete the associated application forms.

25.4.3 Wheeling Charges

Cooperative/G&T may provide a wheeling service to a facility interconnected to its electric delivery system; but shall not be obligated to do so. Any charges for the wheeling of power will be determined by the Cooperative/G&T and in accordance with any applicable regulations. In addition, Cooperative/G&T reserve(s) the right to refuse to wheel power where its existing facilities do not have adequate capacity and the member-consumer refuses to pay the costs to upgrade those facilities. If a qualifying facility agrees, the Cooperative/G&T which would otherwise be obligated to purchase electricity from such facility may transmit the electricity to any other electric utility. Any electric utility to which such electricity is transmitted shall purchase such electricity as if the facility were supplying electricity directly to such electric utility. The rate for purchase by the electric utility to which such electricity is transmitted shall be adjusted downward according to the mutual agreement of the transmitting and receiving utilities, to reflect any wheeling line losses and shall not include any charges for transmission.

Appendix A - Levels of Review

Level 1

Level 1 Application and Agreement shall be used for all interconnection requests to connect a distributed generation facility when:

- a. The applicant has filed a Level 1 application; and
- b. The distributed generation facility has a nameplate capacity rating of 10 kVA or less; and
- c. The distributed generation facility is inverter-based; and
- d. The member-consumer interconnection equipment proposed for the distributed generation facility is lab-certified; and
- e. No construction of facilities by the cooperative or G&T shall be required to accommodate the distributed generation facility.

To remain in Level 1, the following screens must be met:

- For interconnection to a radial distribution circuit, the total of all distributed generation facilities connected may not exceed 15% of the maximum load normally supplied by the circuit
- For interconnection on a single-phase shared secondary line, the aggregate generation capacity on the line will not exceed 20 kVA
- When the distributed generation facility is single-phase and proposes to interconnect on a center tap neutral of a 240 volt service, its addition may not create an imbalance between the 2 sides of the 240 volt service of more than 20% of nameplate rating of the service transformer
- Utility shall not be required to construct any facilities on its own system to accommodate the distributed generation facility's interconnection
- For interconnection to a spot network, distributed generation facility will use protective equipment to ensure power imported from utility to the network will remain above 1% of the network's maximum load over the last year

Level 2

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Level 2 Application and Agreement shall be used for evaluating interconnection requests when:

- a. The applicant has filed a Level 2 application; and
- b. The nameplate capacity rating is 150 kVA or less; and
- c. The interconnection equipment proposed for the distributed generation facility is lab certified; and
- d. The proposed interconnection is to a radial distribution circuit or a spot network limited to serving one member-consumer; and
- e. No construction of facilities by the cooperative or G&T shall be required to accommodate the distributed generation facility, other than minor modifications permitted by the Cooperative.

To remain in Level 2, the following screens must be met:

- For interconnection to a radial distribution circuit, the total of all distributed generation facilities connected may not exceed 15% of the maximum load normally supplied by the circuit
- The proposed distributed generation facility, in aggregation with other distributed generation facilities on the distribution circuit, may not contribute more than 10% to the circuit's maximum fault current at the point on the primary line nearest the point of interconnection
- The proposed distributed generation facility, in aggregation with other distributed generation facilities on the circuit, shall not cause any electric utility distribution devices to be exposed to fault currents exceeding 90% of their short-circuit interrupting capability.
- When a distributed generation facility is to be connected to a 3-phase, 3-wire primary line, a 3-phase or single-phase generator shall be connected phase-to-phase
- When a distributed generation facility is to be connected to a 3-phase, 4-wire primary line, a 3-phase or single-phase generator shall be connected line-to-neutral and shall be grounded
- For interconnection on a single phase shared secondary line, the aggregate generation capacity on the line will not exceed 20 kVA
- When the distributed generation facility is single-phase and proposes to interconnect on a center tap neutral of a 240 volt service, its addition may not create an imbalance between the 2 sides of the 240 volt service of more than 20% of nameplate rating of the service transformer
- A distributed generation facility, in aggregate with other distributed generation facilities interconnected to the distribution side of a substation transformer feeding the circuit where the facility proposed to interconnect, may not exceed 10 MVA in an area where there are transient stability limitations

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- Utility shall not be required to construct any facilities on its own system to accommodate the distributed generation facility's interconnection, except minor modifications following agreed upon additional review.
- For interconnection to a spot network, distributed generation facility will use protective equipment to ensure power imported from utility to the network will remain above 1% of the network's maximum load over the last year

Level 3

Level 3 Application and Agreement shall be used for evaluating interconnection requests to area networks and radial distribution circuits where power will not be exported based on the following criteria.

- a. For interconnection requests to the load side of an area network, the following criteria shall be satisfied to qualify for a Level 3 expedited review:
 - (1) The applicant has filed a Level 3 application; and
 - (2) The nameplate capacity rating of the distributed generation facility is 50 kVA or less; and
 - (3) The proposed distributed generation facility uses a lab-certified inverter-based equipment package; and
 - (4) The distributed generation facility will use reverse power relays or other protection functions that prevent the export of power into the area network; and
 - (5) The aggregate of all generation on the area network does not exceed the lower of 5 percent of an area network's maximum load or 50 kVA; and
 - (6) No construction of facilities by the cooperative or G&T shall be required to accommodate the distributed generation facility.

b. For interconnection requests to a radial distribution circuit, the following criteria shall be satisfied to qualify for a Level 3 expedited review:

- (1) The applicant has filed a Level 3 application; and
- (2) The aggregated total of the nameplate capacity ratings of all of the generators on the circuit, including the proposed distributed generation facility, is less than 150 kVA; and
- (3) The distributed generation facility will use reverse power relays or other protection functions that prevent power flow onto the electric distribution system; and
- (4) The distributed generation facility is not served by a shared transformer; and
- (5) No construction of facilities by the cooperative or G&T on their own systems shall be required to accommodate the distributed generation facility.

To remain in Level 3, the following screens must be met:

- Utilize the same screens as are applicable for level 2 interconnections; except for the one prohibiting the total distributed generation facilities connected to a radial distribution circuit from exceeding 15% of the maximum load normally supplied by the circuit

Level 4

Level 4 Application and Agreement shall be used for evaluating interconnection requests when:

- a. The applicant has filed a Level 4 application; and
- b. The nameplate capacity rating of the distributed generation facility is 10 MVA or less; and
- c. Not all of the interconnection equipment or distributed generation facilities being used for the application are lab-certified, or
- d. Applicant is unable to comply with level 1 through 3 screens.

Appendix C – Standard certificate of completion

CERTIFICATE OF COMPLETION

(To be completed and returned to the Cooperative when installation is complete and final electric inspector approval has been obtained – Use contact information provided on the Cooperative’s web page for generator interconnection to obtain mailing address/fax number/e-mail address)

Interconnection Customer Information

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Installer: Check if owner-installed: _____

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Final Electric Inspection and Interconnection Customer Signature

The distributed generation facility is complete and has been approved by the local electric inspector having jurisdiction. A signed copy of the electric inspector’s form indicating final approval is attached. The interconnection member-consumer acknowledges that it shall not operate the distributed generation facility until receipt of the final acceptance and approval by the Cooperative as provided below.

Signed: _____ Date: _____
(Signature of interconnection member-consumer)

Printed Name: _____

Check if copy of signed electric inspection form is attached: _____
Check if copy of as built documents is attached (projects larger than 10 kVA only): _____
.....

MIDLAND POWER COOPERATIVE

Acceptance and Final Approval for Interconnection (for cooperative use only)

Member Information:

Name: _____

Address: _____

Service Location: _____

The interconnection agreement is approved and the distributed generation facility is approved for interconnected operation after final inspection by Cooperative:

Certificate of Completion Received? Yes (____) No (____)

Electrical Inspection Approval Received Yes (____) No (____)

Cooperative waives Witness Test? (Initial) Yes (____) No (____)

If not waived, date of successful Witness Test: _____ Passed: (Initial) (____)

Cooperative Signature: _____ Date: _____

Printed Name: _____ Title: _____

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Appendix D – Levels 2 to 4: Standard application form

LEVELS 2 TO 4:

STANDARD INTERCONNECTION REQUEST APPLICATION FORM
(For Distributed Generation Facilities 10 MVA or less)

Interconnection Customer Contact Information (Applicant must be owner or lessee of the facility)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Alternative Contact Information (if different from Customer Contact Information)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Facility Address (if different from above): _____
City: _____ State: _____ Zip Code: _____
Cooperative serving Facility site: _____
Account Number of Facility site (existing cooperative member-consumers): _____
Inverter Manufacturer: _____ Model: _____

Equipment Contractor

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor (if different from Equipment Contractor)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____
License Number: _____

Third-Party Information (only complete this section if the facility is to be located on the premises of someone other than the applicant):

Location of proposed facility: _____
Name of Customer at said location: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ Email address: _____

Electric Service Information for Customer Facility where Generator will be Interconnected

Capacity: _____ (Amps) Voltage: _____ (Volts)
Type of Service: Single Phase Three Phase

If 3 Phase Transformer, Indicate Type:
Primary Winding Wye Delta
Secondary Winding Wye Delta

Transformer Size: _____ Impedance: _____

Intent of Generation

- Offset Load (Unit will operate in parallel, but will not export power to Cooperative or G&T)
- Self-Use and Sales to the Cooperative or G&T (Unit will operate in parallel and may export and sell excess power to Cooperative's system pursuant to the Cooperative's tariff and a separate power purchase agreement to be executed by QF and either Corn Belt or Cooperative. In the Corn Belt area of Cooperative's Service territory, the Agreement shall be with Corn Belt pursuant to Cooperative and Corn Belt's Joint PURPA Implementation Plan. In the CIPCO area of the Cooperative's service territory, the Agreement may be with either Cooperative or CIPCO, as may be agreed between the parties)

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- Sell all output to the G&T (Unit will operate in parallel and shall sell all output of the Qualifying Facility to the G&T, either Corn Belt or CIPCO)

- Wholesale Market Transaction (Unit will operate in parallel and participate in MISO or other wholesale power markets pursuant to separate requirements and agreements with MISO or other transmission providers, and applicable rules of the Federal Energy Regulatory Commission)

- Back-up Generation (Units that temporarily operate in parallel with the electric distribution system for more than 100 milliseconds)
(Note: Back-up units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.)

- Sale of generation output to customer upon whose premises the facility is located, and to export and sell any excess power to the Cooperative, which sales may require a separate point of interconnection, metering, and power purchase agreement.

- Other: (Please Explain): _____

Note: The Cooperative is a Member of Corn Belt Power Cooperative (Corn Belt) and the Cooperative and Corn Belt are parties to a Joint PURPA Implementation Plan filed with FERC pursuant to which any purchase from a Qualifying Facility in the Corn Belt portion of Cooperative's service territory is to be made by Corn Belt rather than Cooperative.

Generator & Prime Mover Information

Energy Source (Hydro, Wind, Solar, Process Byproduct, Biomass, Oil, Natural Gas, Coal, etc.): _____

Energy Converter Type (Wind Turbine, Photovoltaic Cell, Fuel Cell, Steam Turbine, etc.): _____

Generator Size: _____ kW or _____ kVA Number of Units: _____

Total Maximum Capacity: _____ kW or _____ kVA and _____ (AC Volts)

Generator Type (Check one):
 Induction Inverter Synchronous Other: _____

Requested Procedure Under Which to Evaluate Interconnection Request

Please indicate below which review procedure applies to the interconnection request. The review procedure used is subject to confirmation by the Cooperative.

- Level 2 – Lab-certified interconnection equipment with an aggregate electric nameplate capacity less than or equal to 150 kVA. Lab-certified is defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1). (Application fee is \$100 plus \$1.00 per kVA.)
- Level 3 – Distributed generation facility does not export power. Nameplate capacity rating is less than or equal to 50 kVA if connecting to area network or less than 150 kVA if connecting to a radial distribution feeder. (Application fee amount is \$500 plus \$2.00 per kVA.)
- Level 4 – Nameplate capacity rating is less than or equal to 10 MVA and the distributed generation facility does not qualify for a Level 1, Level 2, or Level 3 review, or the distributed generation facility has been reviewed but not approved under a Level 1, Level 2, or Level 3 review. (Application fee amount is \$1,000 plus \$2.00 per kVA, to be applied toward any subsequent studies related to this application.)

Note: Descriptions for interconnection review categories do not list all criteria that must be satisfied. For a complete list of criteria, please refer to Sec. 25, Appendix A of the Cooperative's tariff.

Distributed Generation Facility Information:

Commissioning Test Date: _____

List interconnection components/systems to be used in the distributed generation facility that are lab certified.

Component/System	NRTL Providing Label & Listing
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

(Please provide copies of manufacturer brochures or technical specifications.)

Energy Production Equipment/Inverter Information:

Synchronous Induction Inverter Other: _____
Rating: _____ kW Rating: _____ kVA
Rated Voltage: _____ Volts
Rated Current: _____ Amps
System Type Tested (Total System): Yes No; attach product literature

For Synchronous Machines:

Note: Contact Cooperative to determine if all the information requested in this section is required for the proposed distributed generation facility.

Manufacturer: _____

Model No.: _____ Version No.: _____

Submit copies of the Saturation Curve and the Vee Curve

Salient Non-Salient

Torque: _____ lb-ft Rated RPM: _____ Field Amperes: _____ at rated
generator voltage and current and _____ % PF over-excited

Type of Exciter: _____

Output Power of Exciter: _____

Type of Voltage Regulator: _____

Locked Rotor Current: _____ Amps Synchronous Speed: _____ RPM

Winding Connection: _____ Min. Operating Freq./Time: _____

Generator Connection: Delta Wye Wye Grounded

Direct-axis Synchronous Reactance: (Xd) _____ ohms

Direct-axis Transient Reactance: (X'd) _____ ohms

Direct-axis Sub-transient Reactance: (X''d) _____ ohms

Negative Sequence Reactance: _____ ohms

Zero Sequence Reactance: _____ ohms

Neutral Impedance or Grounding Resister (if any): _____ ohms

For Induction Machines:

Note: Contact Cooperative to determine if all the information requested in this section is required for the proposed distributed generation facility.

Manufacturer: _____
Model No.: _____ Version No.: _____
Locked Rotor Current: _____ Amps
Rotor Resistance (Rr): _____ ohms Exciting Current: _____ Amps
Rotor Reactance (Xr): _____ ohms Reactive Power Required: _____
Magnetizing Reactance (Xm): _____ ohms _____ VARs (No Load)
Stator Resistance (Rs): _____ ohms _____ VARs (Full Load)
Stator Reactance (Xs): _____ ohms
Short Circuit Reactance (X'd): _____ ohms
Phases: ___ Single ___ Three-Phase
Frame Size: _____ Design Letter: _____ Temp. Rise: _____ °C.

Reverse Power Relay Information (Level 3 Review Only):

Manufacturer: _____
Relay Type: _____ Model Number: _____
Reverse Power Setting: _____
Reverse Power Time Delay (if any): _____

Additional Information For Inverter-Based Facilities:

Inverter Information:

Manufacturer: _____ Model: _____
Type: ___ Forced Commutated ___ Line Commutated
Rated Output: _____ Watts _____ Volts
Efficiency: _____% Power Factor: _____%
Inverter UL1741 Listed: ___ Yes ___ No

DC Source/Prime Mover:

Rating: _____ kW Rating: _____ kVA
Rated Voltage: _____ Volts
Open Circuit Voltage (if applicable): _____ Volts
Rated Current: _____ Amps
Short Circuit Current (if applicable): _____ Amps

Other Facility Information:

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

One-Line Diagram attached: ___ Yes

Plot Plan – A map showing the distributed generation facility's location in relation to streets, alleys, or other geographic markers.

Plot Plan attached: ___ Yes

Disconnect Switch: Identify type and location of disconnect switch: _____

Customer Signature:

I hereby certify that all of the information provided in this Interconnection Request Application Form is true.

Applicant Signature: _____
Title: _____ Date: _____

An application fee is required before the application can be processed. Please verify that the appropriate fee is included with the application:

Amount: _____

Cooperative Acknowledgement:

Receipt of the application fee is acknowledged and this interconnection request is complete.

Cooperative Signature: _____ Date: _____
Printed Name: _____ Title: _____

Appendix E – Levels 2 to 4: standard distributed generation interconnection agreement

LEVELS 2 TO 4:

STANDARD INTERCONNECTION AGREEMENT

(For Distributed Generation Facilities with a capacity of 10 MVA or less)

This agreement (“Agreement”) is made and entered into this ____ day of _____, 20__ by and between _____ (“interconnection member-consumer”), as an individual person, or as a _____ organized and existing under the laws of the State of _____, and Midland Power Cooperative, (“Cooperative”), a cooperative corporation existing under the laws of the State of Iowa. Interconnection member-consumer and Cooperative each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, interconnection member-consumer is proposing to install or direct the installation of a distributed generation facility, or is proposing a generating capacity addition to an existing distributed generation facility, consistent with the interconnection request application form completed by interconnection member-consumer on _____; and

Whereas, the interconnection member-consumer will operate and maintain, or cause the operation and maintenance of, the distributed generation facility; and

Whereas, interconnection member-consumer desires to interconnect the distributed generation facility with Cooperative’s electric distribution system.

Now, therefore, in consideration of the premises and mutual covenants set forth in this Agreement, the Parties covenant and agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all approved interconnection requests for distributed generation facilities that fall under Levels 2, 3, and 4 according to the procedures set forth in the Cooperative's tariff.
- 1.2 This Agreement governs the terms and conditions under which the distributed generation facility will interconnect to, and operate in parallel with, the Cooperative’s electric distribution system.

- 1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection member-consumer's power. Any excess output sought to be sold by the QF to the utility shall be purchased under a separate power purchase agreement and such purchases shall be subject to any limitations as may be set forth elsewhere in the Cooperative's tariffs or rate schedules.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the Cooperative and the interconnection member-consumer.
- 1.5 Terms used in this Agreement are defined in Attachment 1 hereto or in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1) unless otherwise noted.
- 1.6 Responsibilities of the Parties
- 1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws, regulations, codes, ordinances, orders, or similar directives of any government or other authority having jurisdiction.
- 1.6.2 The Cooperative shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.
- 1.6.3 The interconnection member-consumer shall construct, own, operate, and maintain its distributed generation facility and interconnection facilities in accordance with this Agreement.
- 1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair, and condition of its respective lines and appurtenances on its respective sides of the point of interconnection.
- 1.6.5 The interconnection member-consumer agrees to design, install, maintain, and operate its distributed generation facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution system or any other electric system that is not owned or operated by the Cooperative.

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1.6.6 The interconnection member-consumer shall designate an operator who will be responsible for day-to-day operations of the distributed generation facility and available for communication on a 24 hours per day/7 days per week basis with Cooperative, G&T, the Local Balancing Authority, MISO and other applicable entities with jurisdiction over the operation of the Facility and Cooperative's System.

1.7 Parallel Operation Obligations

Once the distributed generation facility has been authorized to commence parallel operation, the interconnection member-consumer shall abide by all operating procedures established in IEEE Standard 1547 and any other applicable laws, statutes or guidelines, including those specified in Attachment 4 of this Agreement.

1.8 Metering

The interconnection member-consumer shall be responsible for the cost to purchase, install, operate, maintain, test, repair, and replace metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.

1.9 Reactive Power

1.9.1 Interconnection member-consumers with a distributed generation facility larger than or equal to 1 MVA shall design their distributed generation facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Interconnection member-consumers with a distributed generation facility smaller than 1 MVA shall design their distributed generation facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.

1.9.2 Any Cooperative requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in Attachment 4. Under no circumstance shall the Cooperative's additional requirements for voltage or reactive power schedules be outside of the agreed-upon operating parameters defined in Attachment 4.

1.9.3 If the interconnection member-consumer does not operate the distributed generation facility within the power factor range specified in Attachment 4, or does not operate the distributed generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection member-consumer is in default, and the terms of Article 6.5 apply.

1.10 Standards of Operations

The interconnection member-consumer must obtain all certifications, permits, licenses, and approvals necessary to construct, operate, and maintain the facility and to perform its obligations under this Agreement. The interconnection member-consumer is responsible for coordinating and synchronizing the distributed generation facility with the Cooperative's system. The interconnection member-consumer is responsible for any damage that is caused by the interconnection member-consumer's failure to coordinate or synchronize the distributed generation facility with the electric distribution system. The interconnection member-consumer agrees to be primarily liable for any damages resulting from the continued operation of the distributed generation facility after the Cooperative ceases to energize the line section to which the distributed generation facility is connected. In Attachment 4, the Cooperative shall specify the shortest reclose time setting for its protection equipment that could affect the distributed generation facility. The Cooperative shall notify the interconnection member-consumer at least 10 business days prior to adopting a faster reclose time on any automatic protective equipment, such as a circuit breaker or line recloser, that might affect the distributed generation facility.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The interconnection member-consumer shall test and inspect its distributed generation facility including the interconnection equipment prior to interconnection in accordance with IEEE Standard 1547 (2003) and IEEE Standard 1547.1 (2005). The interconnection member-consumer shall not operate its distributed generation facility in parallel with the Cooperative's electric distribution system without prior written authorization by the Cooperative as provided for in Articles 2.1.1-2.1.3.

- 2.1.1 The Cooperative shall perform a witness test after construction of the distributed generation facility is completed but before parallel operation, unless the Cooperative specifically waives the witness test. The interconnection member-consumer shall provide the Cooperative at least 15 business days' notice of the planned commissioning test for the distributed generation facility. If the Cooperative performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection member-consumer to schedule the witness test at a mutually agreeable time within 10 business days after the scheduled commissioning test designated on the application. If the Cooperative does not perform the witness test within 10 business days after the commissioning test, the witness test is deemed waived unless the Parties mutually agree to extend the date for scheduling the witness test, or unless the Cooperative cannot do so for good cause, in which case, the Parties shall agree to another date for scheduling the test within 10 business days after the original scheduled date. If the witness test is not acceptable to the Cooperative, the interconnection member-consumer has 30 business days to address and resolve any deficiencies. This time period may be extended upon agreement in writing between the Cooperative and the interconnection member-consumer. If the interconnection member-consumer fails to address and resolve the deficiencies to the satisfaction of the Cooperative, the applicable cure provisions of Article 6.5 shall apply. The interconnection member-consumer shall, if requested by the Cooperative, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.
- 2.1.2 If the interconnection member-consumer conducts interim testing of the distributed generation facility prior to the witness test, the interconnection member-consumer shall obtain permission from the Cooperative before each occurrence of operating the distributed generation facility in parallel with the electric distribution system. The Cooperative may, at its own expense, send qualified personnel to the distributed generation facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The Cooperative is not required to observe the interim testing or precluded from requiring the tests be repeated at the final witness test.

2.1.3 After the distributed generation facility passes the witness test, the Cooperative shall affix an authorized signature to the Certificate of Completion and return it to the interconnection member-consumer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned nor delayed.

2.2 Commercial Operation

The interconnection member-consumer shall not operate the distributed generation facility, except for interim testing as provided in Article 2.1, until such time as the Certificate of Completion is signed by all Parties.

2.3 Right of Access

The Cooperative must have access to the isolation device or disconnect switch and metering equipment of the distributed generation facility at all times. When practical, the Cooperative shall provide notice to the member-consumer prior to using its right of access. The disconnection device must be visible and located adjacent to or near the member-consumer's electric meter. The member-consumer must provide and attach a permanent placard at the electric meter that clearly identifies the presence and location of the disconnect device.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by all Parties.

3.2 Term of Agreement

This Agreement shall become effective on the effective date and shall remain in effect unless terminated in accordance with Article 3.3 of this Agreement.

3.3 Termination

3.3.1 The interconnection member-consumer may terminate this Agreement at any time by giving the Cooperative 30 calendar days' prior written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.

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- 3.3.3 The Cooperative may terminate this Agreement, upon 60 calendar days' prior written notice, for failure of the interconnection member-consumer to complete construction of the distributed generation facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by mutual written agreement between the Parties prior to the expiration of the 12-month period.
- 3.3.4 The Cooperative may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection member-consumer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the distributed generation facility, or if the interconnection member-consumer fails to operate the distributed generation facility in parallel with the Cooperative's electric system for three consecutive years.
- 3.3.5 Upon termination of this Agreement, the distributed generation facility will be disconnected from the Cooperative's electric distribution system. Terminating this Agreement does not relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.
- 3.3.6 If the Agreement is terminated, the interconnection member-consumer loses its position in the interconnection review order.

3.4 Temporary Disconnection

A Party may temporarily disconnect the distributed generation facility from the electric distribution system in the event one or more of the following conditions or events occurs:

- 3.4.1 Emergency conditions – shall mean any condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that the Cooperative determines is likely to cause an adverse system impact, or is likely to have a material adverse effect on the Cooperative's electric distribution system, interconnection facilities or other facilities, or is likely to interrupt or materially interfere with the provision of electric utility service to other member-consumers; or (3) that is likely to cause a material adverse effect on the distributed generation facility or the interconnection equipment. Under emergency conditions, the

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Cooperative or the interconnection member-consumer may suspend interconnection service and temporarily disconnect the distributed generation facility from the electric distribution system without giving notice to the other Party, provided that it gives notice as soon as practicable thereafter. The Cooperative must notify the interconnection member-consumer when it becomes aware of any conditions that might affect the interconnection member-consumer's operation of the distributed generation facility. The interconnection member-consumer shall notify the Cooperative when it becomes aware of any condition that might affect the Cooperative's electric distribution system. To the extent information is known, the notification shall describe the condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 3.4.2 Scheduled maintenance, construction, or repair – the Cooperative may interrupt interconnection service or curtail the output of the distributed generation facility and temporarily disconnect the distributed generation facility from the Cooperative's electric distribution system when necessary for scheduled maintenance, construction, or repairs on Cooperative's electric distribution system. To the extent possible, the Cooperative shall provide the interconnection member-consumer with notice five (5) business days before an interruption. The Cooperative shall coordinate the reduction or temporary disconnection with the interconnection member-consumer; however, the interconnection member-consumer is responsible for out-of-pocket costs incurred by the Cooperative for deferring or rescheduling maintenance, construction, or repair at the interconnection member-consumer's request.
- 3.4.3 Forced outages – The Cooperative may suspend interconnection service to repair the Cooperative's electric distribution system. The Cooperative shall provide the interconnection member-consumer with prior notice, if possible. If prior notice is not possible, the Cooperative shall, upon written request, provide the interconnection member-consumer with written documentation, after the fact, explaining the circumstances of the disconnection.

- 3.4.4 Adverse system impact – the Cooperative must provide the interconnection member-consumer with written notice of its intention to disconnect the distributed generation facility, if the Cooperative determines that operation of the distributed generation facility creates an adverse system impact. The documentation that supports the Cooperative's decision to disconnect must be provided to the interconnection member-consumer. The Cooperative may disconnect the distributed generation facility if, after receipt of the notice, the interconnection member-consumer fails to remedy the adverse system impact within 12 days, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The Cooperative may continue to leave the generating facility disconnected until the adverse system impact is corrected to the satisfaction of both the Cooperative and the adversely-impacted member-consumer.
- 3.4.5 Modification of the distributed generation facility – The interconnection member-consumer must receive written authorization from the Cooperative prior to making any change to the distributed generation facility, other than a minor equipment modification. If the interconnection member-consumer modifies its facility without the Cooperative's prior written authorization, the Cooperative has the right to disconnect the distributed generation facility until such time as the Cooperative concludes the modification poses no threat to the safety or reliability of its electric distribution system.
- 3.4.6 Unauthorized connection to the Cooperative's electric distribution system.
- 3.4.7 Failure of the distributed generation facility to operate in accordance with this Agreement or the applicable requirements of 199 IAC Chapter 15 or the Cooperative's tariff.
- 3.4.8 The Cooperative is not responsible for any lost opportunity or other costs incurred by interconnection member-consumer as a result of an interruption of service under Article 3.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The interconnection member-consumer shall pay for the cost of the interconnection facilities itemized in Attachment 3. The Cooperative shall identify the additional interconnection facilities necessary to interconnect the distributed generation facility with the Cooperative's electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.

4.1.2 The interconnection member-consumer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

4.2 Distribution Upgrades

The Cooperative shall design, procure, construct, install, and own any distribution upgrades. The actual cost of the distribution upgrades, including overheads, shall be directly assigned to the interconnection member-consumer whose distributed generation facility caused the need for the distribution upgrades.

Article 5. Billing, Payment, Milestones, and Financial Security

5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 2 review and Level 4 reviews)

5.1.1 The Cooperative shall bill the interconnection member-consumer for the design, engineering, construction, and procurement costs of Cooperative-provided interconnection facilities and distribution upgrades contemplated by this Agreement as set forth in Attachment 3. The billing shall occur on a monthly basis, or as otherwise agreed to between the Parties. The interconnection member-consumer shall pay each billing invoice within 30 calendar days after receipt, or as otherwise agreed to between the Parties, if a balance due is showing after any member-consumer deposit funds have been expended.

5.1.2 Within 90 calendar days after completing the construction and installation of the Cooperative's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the Cooperative shall provide the interconnection member-consumer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the Cooperative's interconnection facilities and distribution upgrades; and (2) the interconnection member-consumer's previous deposit and aggregate payments to the Cooperative for the interconnection facilities and distribution upgrades. If the interconnection member-consumer's cost responsibility exceeds its previous deposit and aggregate payments, the Cooperative shall invoice the interconnection member-consumer for the amount due and the interconnection member-consumer shall make payment to the Cooperative within 30 calendar days. If the interconnection member-consumer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the Cooperative shall refund to the interconnection member-consumer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection member-consumer, if the difference between the budget estimate and the actual cost exceeds 20%, the Cooperative will provide a written explanation for the difference.

5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, the Party shall pay in a timely manner all non-disputed portions of its invoice, and the disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations under this Article.

5.2 Interconnection Customer Deposit

At least 20 business days prior to the commencement of the design, procurement, installation, or construction of the Cooperative's interconnection facilities and distribution upgrades, the interconnection member-consumer shall provide the Cooperative with a deposit equal to 100% of the estimated, nonbinding cost to procure, install, or construct any such facilities. When the estimated date of completion of the building or installation of facilities exceeds three months from the date of payment of the deposit, pursuant to Article 4.1.1 of this Agreement, this deposit may be held by the Cooperative.

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Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default

6.1 Assignment

This Agreement may be assigned by either Party with the prior consent of the other Party. If the interconnection member-consumer attempts to assign this Agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to the Cooperative. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason of the assignment. An assignee is responsible for meeting the same obligations as the assignor.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers, consolidations, or transfers or a sale of a substantial portion of the Party's assets, between the Party and another entity) of the assigning Party that has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

6.1.2 The interconnection member-consumer can assign this Agreement, without the consent of the Cooperative, for collateral security purposes to aid in providing financing for the distributed generation facility.

6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages, including death, bodily injury, third-party claims, and reasonable attorney's fees, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees, and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary, or consequential damages, including lost profits, lost revenues, replacement power, cost of capital, or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

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- 6.3.2 The interconnection member-consumer shall indemnify and defend the Cooperative and the Cooperative's directors, officers, employees, and agents, from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from the interconnection member-consumer's negligent installation, operation, modification, maintenance, or removal of its distributed generation facility or interconnection facilities, or the interconnection member-consumer's willful misconduct or breach of this Agreement.
- 6.3.3 The Cooperative shall indemnify and defend the interconnection member-consumer and the interconnection member-consumer's directors, officers, employees, and agents from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from the Cooperative's negligent installation, operation, modification, maintenance, or removal of its interconnection facilities or electric distribution system, or the Cooperative's willful misconduct or breach of this Agreement.
- 6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.
- 6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that 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, the claim.
- 6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery by the indemnified Party.

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6.4 Force Majeure

6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage, or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities (e.g., MISO), or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.

6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event as soon as reasonably possible. The notification will specify the circumstances of the force majeure event, its expected duration (if known), and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance (if known). If the initial notification is verbal, it must be followed up with a written notification promptly thereafter. The Affected Party shall keep the other Party informed on a periodic basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement without liability only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

6.5 Default

6.5.1 No default shall exist when the failure to discharge an obligation results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.

6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe, or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except

as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.

6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure the default.

6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement without liability by written notice and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

Article 7. Insurance

- 7.1 For distributed generation facilities with a nameplate capacity less than 150 kVA, the interconnection member-consumer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance.
- 7.2 For distributed generation facilities with a nameplate capacity of 150 kVA or above (but less than 1 MVA), the interconnection member-consumer shall carry sufficient coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection member-consumer during the terms shall be not less than \$1,000,000 for each occurrence. The Cooperative, its officers, employees and agents shall be added as an additional insured on this policy.

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- 7.3 For distributed generation facilities with a nameplate capacity of 1 MVA or above, the interconnection member-consumer shall carry sufficient insurance coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection member-consumer during the term shall be not less than \$2,000,000 for each occurrence, and an aggregate, if any, of at least \$4,000,000. The Cooperative, its officers, employees and agents shall be added as an additional insured on this policy.
- 7.4 The interconnection member-consumer agrees to provide the Cooperative with at least 30 calendar days' advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Article.

Article 8. Dispute Resolution

- 8.1 Parties shall attempt to resolve all disputes regarding interconnection as provided in this Article in a good faith manner.
- 8.2 If there is a dispute between the Parties about an interpretation of this Agreement, the aggrieved Party shall issue a written notice to the other Party to the agreement that specifies the dispute and the agreement articles that are disputed.
- 8.3 A meeting between the Parties shall be held within ten business days after receipt of the written notice. Persons with decision-making authority from each Party shall attend the meeting. If the dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each Party shall also attend the meeting. If the Parties agree, the meeting may be conducted by teleconference.
- 8.4 After the first meeting, each Party may seek resolution through the Iowa Utilities Board Chapter 6 complaint procedures (199 IAC 6). Dispute resolution under these procedures will initially be conducted informally under 199 IAC 6.2 through 6.4 to minimize cost and delay. If any Party is dissatisfied with the outcome of the informal process, the Party may file a formal complaint with the Board under 199 IAC 6.5.
- 8.5 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's position in the Cooperative's interconnection review order.

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- 8.6 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

Article 9. Miscellaneous

9.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Iowa, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the Cooperative or interconnection member-consumer, regardless of the involvement of either Party in drafting this Agreement.

9.2 Amendment

Modification of this Agreement shall be only by a written instrument duly executed by both Parties.

9.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

9.4 Waiver

9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting the waiver, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

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9.4.2. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights under this Agreement terminated, shall not constitute a waiver or relinquishment of any rights set out in this Agreement, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a written document signed by that Party granting the waiver or relinquishing any such rights. Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition of this Agreement.

9.5 Entire Agreement

Except as provided in Article 9.1, this Agreement, including all attachments and the completed Standard Certificate of Completion, constitutes the entire Agreement between the Parties with reference to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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9.8 Severability

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

9.9 Environmental Releases

Each Party shall notify the other Party of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the distributed generation facility or the interconnection facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided that Party makes a good faith effort to provide the notice no later than 24 hours after that Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

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

9.10.1 A subcontract relationship does not relieve any Party of any of its obligations under this Agreement. The hiring Party remains responsible to the other Party for the acts or omissions of its subcontractor. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of the hiring Party.

9.10.2 The obligations under this Article cannot be limited in any way by any limitation of subcontractor's insurance.

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Article 10. Notices

10.1 General

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

If Notice is to Interconnection Customer:

Interconnection Customer: _____
Attention: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-mail: _____

If Notice is to Cooperative:

Cooperative Name: _____
Attention: _____
Mailing Address: _____
City: _____ State: _____ Zip : _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: mpcrec@netins.net

Alternative Forms of Notice:

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

10.2 Billing and Payment

Billings and payments shall be sent to the contacts specified for Notices in Article 10.1 above, unless a different address is set out below:

If Billing or Payment is to Interconnection Customer:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

If Billing or Payment is to Cooperative:

Cooperative: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

10.3 Designated Operating Representative

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

Interconnection Customer's Operating Representative:

Name: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Cell Phone: _____
Fax: _____
E-mail: _____

Cooperative's Operating Representative:

Name: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Cell Phone: _____
Fax: _____ E-mail: _____

10.4 Changes to the Notice Information

Either Party may change this notice information by giving five business days' written notice before the effective date of the change.

Article 11. Signatures

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

For the Interconnection Customer:

Name: _____
Title: _____
Date: _____

For the Cooperative:

Name: _____
Title: _____
Date: _____

ATTACHMENT 1

Levels 2 To 4: Standard Interconnection Agreement

Definitions

Adverse system impact – A negative effect that compromises the safety or reliability of the electric distribution system or materially affects the quality of electric service provided by the Cooperative to other member-consumers.

AEP facility – An AEP facility as defined in 199 IAC 15 (Iowa Utilities Board Chapter 15 rules on Cogeneration and Small Power Production), is used by an interconnection member-consumer to generate electricity that operates in parallel with the electric distribution system. An AEP facility typically includes an electric generator and the interconnection equipment required to interconnect safely with the electric distribution system or local electric power system.

Applicable laws and regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any governmental authority, having jurisdiction over the Parties.

Commissioning test – Tests applied to a distributed generation facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified IEEE Standard 1547 Section 5.4 “Commissioning tests.”

Distributed generation facility – A qualifying facility or an AEP facility.

Distribution upgrades – A required addition or modification to the Cooperative’s electric distribution system at or beyond the point of interconnection to accommodate the interconnection of a distributed generation facility. Distribution upgrades do not include interconnection facilities.

Electric distribution system – The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally carry less than 100 kilovolts of electricity. Electric distribution system has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

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Facilities study – An engineering study conducted by the Cooperative to determine the required modifications to the Cooperative’s electric distribution system, including the cost and the time required to build and install the modifications, as necessary to accommodate an interconnection request.

Force majeure event – Any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage, or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation, or restriction imposed by governmental, military, or lawfully established civilian authorities (e.g., MISO), or any other cause beyond a Party’s control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.

Governmental authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, 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 this term does not include the interconnection member-consumer, Cooperative, or any affiliate of either.

IEEE Standard 1547 – The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue, New York NY 10016-5997, Standard 1547 (2003), “Standard for Interconnecting Distributed Resources with Electric Power Systems.”

IEEE Standard 1547.1 – The IEEE Standard 1547.1 (2005), “Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.”

Interconnection agreement or Agreement – The agreement between the interconnection member-consumer and the Cooperative. The interconnection agreement governs the connection of the distributed generation facility to the Cooperative’s electric distribution system and the ongoing operation of the distributed generation facility after it is connected to the Cooperative’s electric distribution system.

Interconnection member-consumer – The entity entering into this Agreement for the purpose of interconnecting a distributed generation facility to the Cooperative’s electric distribution system.

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Interconnection equipment – A group of components or an integrated system connecting an electric generator with a local electric power system or an electric distribution system that includes all interface equipment, including switchgear, protective devices, inverters, or other interface devices. Interconnection equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

Interconnection facilities – Facilities and equipment required by the Cooperative to accommodate the interconnection of a distributed generation facility. Collectively, interconnection facilities include all facilities, and equipment between the distributed generation facility and the point of interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the distributed generation facility to the electric distribution system. Interconnection facilities are sole use facilities and do not include distribution upgrades.

Interconnection request – An interconnection member-consumer's request, on the required form, for the interconnection of a new distributed generation facility, or to increase the capacity or change the operating characteristics of an existing distributed generation facility that is interconnected with the Cooperative's electric distribution system.

Interconnection study – Any of the following studies, as determined to be appropriate by the Cooperative: the interconnection feasibility study, the interconnection system impact study, and the interconnection facilities study.

Parallel operation or Parallel – The state of operation that occurs when a distributed generation facility is connected electrically to the electric distribution system for longer than 100 milliseconds.

Point of interconnection – The point where the distributed generation facility is electrically connected to the electric distribution system. Point of interconnection has the same meaning as the term "point of common coupling" defined in 3.1.13 of IEEE Standard 1547.

Qualifying facility ("QF") – A cogeneration facility or a small power production facility that is a qualifying facility under 18 CFR Part 292, Subpart B, used by an interconnection member-consumer to generate electricity that operates in parallel with the electric distribution system. A qualifying facility typically includes an electric generator and the interconnection equipment required to interconnect safely with the electric distribution system or local electric power system.

Witness test – For lab-certified equipment, verification (either by an on-site observation or review of documents) by the Cooperative that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab-certified, the witness test shall also include verification by the Cooperative of the on-site design tests required by IEEE Standard 1547 Section 5.1 and verification by the Cooperative of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the Cooperative are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

ATTACHMENT 2

Levels 2 To 4: Standard Interconnection Agreement

Construction Schedule, Proposed Equipment & Settings

This attachment is to be completed by the interconnection member-consumer and shall include the following:

1. The construction schedule for the distributed generation facility.
2. A one-line diagram indicating the distributed generation facility, interconnection equipment, interconnection facilities, metering equipment, and distribution upgrades.
3. Component specifications for equipment identified in the one-line diagram.
4. Component settings.
5. Proposed sequence of operations.
6. A three-line diagram showing current potential circuits for protective relays.
7. Relay tripping and control schematic diagram.
8. A plot plan showing the distributed generation facility's location in relation to streets, alleys, address or other geographical markers.

ATTACHMENT 3

Levels 2 To 4: Standard Interconnection Agreement

Description, Costs and Time Required to
Build and Install the Cooperative's Interconnection Facilities

This attachment is to be completed by the Cooperative and shall include the following:

1. Required interconnection facilities, including any required metering.
2. An estimate of itemized costs charged by the Cooperative for interconnection, including overheads, based on results from prior studies.
3. An estimate for the time required to build and install the Cooperative's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.

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Midland Power Cooperative
Electric Tariff
Filed with IUB

Section 25 COGENERATION AND SMALL POWER PRODUCTION

Original
Cancels

Sheet No. 65
Sheet No. _____

ATTACHMENT 4

Levels 2 To 4: Standard Interconnection Agreement

Operating Requirements for Distributed Generation Facilities Operating in Parallel

The Cooperative shall list specific operating practices that apply to this distributed generation interconnection and the conditions under which each listed specific operating practice applies.

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ATTACHMENT 5

Levels 2 To 4: Standard Interconnection Agreement

Monitoring and Control Requirements

This attachment is to be completed by the Cooperative and shall include the following:

1. The Cooperative's monitoring and control requirements must be specified, along with a reference to the Cooperative's written requirements and the documents from which these requirements are derived.
2. An internet link to the requirements documents.

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ATTACHMENT 6

Levels 2 To 4: Standard Interconnection Agreement

Metering Requirements

This attachment is to be completed by the Cooperative and shall include the following:

1. The metering requirements for the distributed generation facility.

The Cooperative will meter the Member-Consumer to obtain the billing data necessary to fulfill the terms of this Tariff. The Cooperative shall install, own and maintain the metering equipment necessary to measure the electrical flows between the Cooperative and Member-Consumer at the point of interconnection. Metering equipment shall be capable of recording real and reactive power flow and demand and energy in thirty (30) minute intervals for the entire billing period. The Cooperative shall have the right to collect all reasonable costs of metering from the QF. If the QF consists of a QF generator which has a maximum output of 12.5 KW or less, energy only metering shall be allowed at the Cooperative's option.

For QF's in the Corn Belt area with a capacity rating of 50 kW or greater but less than 150 kW, demand metering will be required. For facilities in the Corn Belt area with a capacity rating of 150 kW or greater, WAPA will require SCADA and other communications facilities. The specific requirements will be included in the Agreements to be executed between the QF and the utility. Some of the requirements are detailed in the Requirements for Generation & Transmission Interconnections published by Corn Belt, which can be made available upon request.

The Cooperative shall have the right to install such additional metering equipment as it deems necessary for the collection of data research purposes with said metering paid for by the Cooperative.

2. Identification of the appropriate metering rules as set out in the Cooperative's tariff filed with the Iowa Utilities Board under subrule 199 IAC 20.2(5), and inspection and testing practices adopted under rule 199 IAC 20.6 that establish these requirements.
3. An internet link to these rules and practices.

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ATTACHMENT 7

Levels 2 To 4: Standard Interconnection Agreement

As Built Documents

This attachment is to be completed by the interconnection member-consumer and shall include the following:

When it returns the Certificate of Completion to the Cooperative, the interconnection member-consumer shall provide the Cooperative with documents detailing the as-built status of the following:

1. A one-line diagram indicating the distributed generation facility, interconnection equipment, interconnection facilities, and metering equipment.
2. Component specifications for equipment identified in the one-line diagram.
3. Component settings.
4. Proposed sequence of operations.
5. A three-line diagram showing current potential circuits for protective relays.
6. Relay tripping and control schematic diagram.

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