

APPENDIX 11 TO GIP
MONITORING AND CONSENT AGREEMENT

entered into by the

[Interconnection Customer]

And

[Local Balancing Authority and/or Transmission Owner]

entered into on the ____ day of _____, 20__

MONITORING AND CONSENT AGREEMENT

Interconnection Customer plans to own, lease and/or control and operate a Surplus Interconnection Service Generating Facility and hereby consents to have the operation of the Surplus Interconnection Service Generating Facility be monitored in accordance with this Monitoring and Consent Agreement (“Agreement”) as detailed in Attachment A of this Agreement and in accordance with the terms and conditions for Surplus Interconnection Service in the MISO Tariff and in accordance with the Generator Interconnection Agreement to be entered into for the Surplus Interconnection Service Generating Facility pursuant to Attachment X of the MISO Tariff. Interconnection Customer proposes to interconnect the Surplus Interconnection Service Generating Facility at the same point of interconnection as an Existing Generating Facility as detailed in Attachment A of this Agreement which interconnects to the transmission system of Transmission Owner, which system is part of the Transmission System.

Existing Generating Facility interconnection customer owns, leases and/or controls and operates an Existing Generating Facility and is offering to coordinate its Interconnection Service with the Interconnection Customer to affect a request for Surplus Interconnection Service with the Existing Generating Facility and hereby consents to have the operation of the Existing Generating Facility be monitored in accordance with this Monitoring Agreement.

Transmission Owner owns or operates that portion of the Transmission System to which the Existing Generating Facility is interconnected, whose operations are subject to the functional control of Transmission Provider, and to which Interconnection Customer proposes connecting

the Surplus Interconnection Service Generating Facility at the POI of the Existing Generating Facility. Local Balancing Authority is responsible for monitoring generation in compliance with NERC Balancing Authority Reliability Standards and is therefore required to perform monitoring functions of the Surplus Interconnection Service Generating Facility. Local Balancing Authority and/or Transmission Owner may therefore be required to perform monitoring functions as set forth in this Agreement and in accordance with the terms and conditions for Surplus Interconnection Service in the MISO Tariff in accordance with a Generation Interconnection Agreement to be entered into for the Surplus Interconnection Service Generating Facility under Attachment X of the MISO Tariff.

It is expressly understood and agreed that the Surplus Interconnection Service Generating Facility and Existing Generating Facility **Interconnection Service limit (MW, MVAR, MVA output) shall not at any time exceed** the lower of 1) the Existing Generating Facility then-effective maximum interconnection service set forth in Attachment A to the Existing Generating Facility Generation Interconnection Agreement or 2) the applicable lower demonstrated capability limit as set forth in Attachment A (hereinafter “Interconnection Service limit”); and Transmission Owner (or Operator) by default, unless the parties mutually agree otherwise, shall monitor and control at all times the net injection at the Point of Interconnection such that the sum of the simultaneous energy output of the Surplus Interconnection Service Generating Facility and the Existing Generating Facility shall not exceed the Interconnection Service limit in Attachment A of this Agreement. Interconnection Customer would pay for monitoring costs (including but not limited to construction cost, capital cost, and operating and maintenance costs), unless the Interconnection Customer and Existing Generating Facility interconnection customer agree otherwise.

Interconnection Customer Reporting requirements

Monthly (or within 24 hours if the Interconnection Service limit is exceeded) by the seventh Calendar Day in the new month, the Interconnection Customer (or another Party if mutually agreed otherwise by the parties, shall provide a report for the prior month’s offered and cleared MW output, on a 15 minute interval, of the Surplus Generating Facility and the Existing

Generating Facility. The report shall also include the 15 minute peak MW, MVA and MVAR output of the Surplus Interconnection Service Generating Facility and the Existing Generating Facility.

Within 24 hours of an occurrence where the Interconnection Service limit is exceeded (a.k.a. “Event”) the Interconnection Customer (or another Party if mutually agreed otherwise by the parties, shall report all pertinent information regarding the occurrence to the Transmission Provider, Transmission Owner and/or Local Balancing Authority and NERC. Each 15 minute interval where the Interconnection Service limit is exceeded shall be defined as a reliability service limit violation event.

Actions upon occurrence of an “Event”

Upon occurrence of an Event, the monitoring party shall coordinate the implementation of the interim action plan and long term action plan with the Transmission Provider, Transmission Owner, Transmission Operator and/or Local Balancing Authority. Transmission Owner shall take the following actions to implement the action plans.

1. After the occurrence of a first Event, the Transmission Owner and Transmission Provider will implement the steps identified in the interim action plan and request the Interconnection Customer to submit the long term action plan.
2. The Transmission Owner and Transmission Provider will continue to implement the interim action plan until the Interconnection Customer submits the long term action plan.
3. After the Interconnection Customer submits the long term action plan, the Transmission Owner and Transmission Provider will remove the implementation of the interim action plan and implement the long term action plan.
4. If an Event occurs after the implementation of the long term action plan, the Transmission Owner and Transmission Provider will immediately implement the interim action plan and request that the Interconnection Customer submit a cure to ensure the effectiveness of the long term action plan within 15 Business Days of the failure of the long term action plan.

- a. If the Interconnection Customer submits documentation demonstrating the cure of the deficient long term action plan, the Transmission Owner and Transmission Provider will remove the implementation of the interim action plan and implement the cured long term action plan.
- b. If the Interconnection Customer fails to provide documentation demonstrating the cure of the deficient long term action plan, the Transmission Provider and the Transmission Owner will file for termination of the Surplus Interconnection Service Generating Facility's Generator Interconnection Agreement with FERC.

Interim action plan:

The interim action plan shall be coordinated and developed by the Transmission Owner and Transmission Provider prior to the execution of the Surplus Interconnection Service Generating Facility's Generator Interconnection Agreement and will be appended to the Appendix 11 of such Generator Interconnection Agreement.

The interim action plan may include one of the following items:

- a) Interconnection Customer and the Existing Generating Facility interconnection customer shall curtail the Surplus Interconnection Service Generating Facility output to zero injection after the occurrence of an Event.
- b) Interconnection Customer shall open up the breakers connecting the Surplus Interconnection Service Generating Facility to the transmission system after the occurrence of an event.

Long term action plan:

An acceptable long term action plan may include the following item:

1. Interconnection Customer shall work with Transmission Owner, Existing Generating Facility and/or as applicable Local Balancing Authority to propose design for installation of the necessary controls (such as physical equipment, enhanced procedures, or operator monitoring tools) to prevent a reoccurrence of an Event.

Acceptable action plan timeline and entities that shall receive and approve the plan:

1. Within 15 Business Days of the first Event occurrence, the Interconnection Customer (or another Party if mutually agreed otherwise by the parties) will submit a long term action plan.
2. Within 15 Business Days of receiving the long-term action plan, Transmission Owner, Transmission Operator, and Local Balancing Authorities will send out a decision Notice, coordinated among parties, of whether or not the action plans are approved. These parties will also coordinate with Transmission Provider and inform Transmission Provider of the details of the approved long-term action plan.
3. If the long-term action plan is not approved, the Interconnection Customer (or another Party if mutually agreed otherwise by the parties where the Interconnection Service limit is exceeded) will submit a subsequent long-term action plan within 10 Business Days.
4. After the occurrence of an Event after the implementation of the long term action plan, the Interconnection Customer shall submit a cure to ensure the effectiveness of the long term action plan within 15 Business Days.

This Agreement does not amend, modify or supplement any agreement between the owner of the Existing Generating Facility and the Transmission Provider regarding the interconnection and operation of the Existing Generating Facility nor does it modify or supplement any of the provisions in the Surplus Interconnection Service Generating Facility's Generator Interconnection Agreement.

Unless previously terminated, this Agreement shall terminate if (i) Interconnection Customer's Interconnection Request is withdrawn; or (ii) or the required executed Surplus Interconnection Service Generating Facility's Generator Interconnection Agreement terminates.

This Agreement shall become Exhibit I-1 in the Surplus Interconnection Service Generating Facility's Generator Interconnection Agreement and shall be in effect during the term of the Surplus Interconnection Service.

Notices

General. Any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party may be so given, tendered or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

To Transmission Provider:

MISO
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Attn: Director, Regional Operations
720 City Center Drive
Carmel, IN 46032

To Transmission Owner (or Operator or Local Balancing Authority):

To Interconnection Customer:

To Existing Generating Facility customer:

Billings and Payments. Billings and payments shall be sent to the addresses shown in Article 15.1 unless otherwise agreed to by the Parties.

To Transmission Owner (or Operator or Local Balancing Authority):

To Interconnection Customer:

To Existing Generating Facility customer:

Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to another Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out below:

To Transmission Provider:

Voice telephone – (317)249-5700

Facsimile telephone – (317) 249-5358

Email address – misotap@misoenergy.org

To Transmission Owner (or Operator or Local Balancing Authority:

To Interconnection Customer:

To Existing Generating Facility customer:

DUNS #. If Existing Generating Facility customer and Interconnection Customer have not obtained DUNS numbers by the time this Agreement is executed, Transmission Owner and Interconnection Customer will forward their DUNS numbers within five (5) Business Days of having obtained such numbers to Transmission Provider by facsimile telephone or email to the fax number or email set out below:

Interconnection Customer

DUNS Number:

To Existing Generating Facility customer:

DUNS Number:

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original Agreement among the Parties.

[Transmission Owner (or Transmission Operator if it is different from Transmission Owner)]

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

Local Balancing Authority

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

[Interconnection Customer]

By: _____
Name: _____
Title: _____
Transmission Provider Project No. _____

[Existing Generator Owner]

By: _____
Name: _____
Title: _____
If Applicable, Transmission Provider Project No. _____

Effect of Midcontinent Independent System Operator, Inc., (“MISO”) signature. The Parties acknowledge and understand that the signature of the authorized officer of MISO on this Agreement is for the limited purpose of acknowledging that the representative of MISO has read the terms of this Agreement. The Parties and MISO further state that they understand that FERC desires that the Parties keep MISO fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the officer of MISO shall not in any way be deemed to imply that MISO is taking responsibility for the actions of either Party, that MISO has any affirmative duties under this Agreement or that MISO is liable in any way under this Agreement.

The signature below of the authorized officer of MISO is for the limited purpose of acknowledging that an authorized officer of MISO has read this Agreement.

Midcontinent Independent System Operator, Inc.

By: _____

Name: _____

Title: _____

MONITORING AND CONSENT AGREEMENT
Attachment A

- 1** Surplus Interconnection Service Generating Facility Point of Interconnection (POI):

- 2** Interconnection Customer's representation of the Existing Generating Facility capacity (lower of demonstrated capability or study output limit at the POI or the level in Appendix 12 EDA to be attached as GIA Appendix I-2)
(MW): _____ (MVAR): _____ (MVA):

- 3** Surplus Interconnection Service Generating Facility Interconnection Request capacity
(MW): _____ (MVAR): _____ (MVA):

- 4** Interconnection Service limit of the Surplus Interconnection Service Generating Facility and Existing Generating Facility capacity at the POI (shall not be greater than 2) above):
(MW): _____ (MVAR): _____ (MVA):

Comments: