

ATTACHMENT B

Interconnection Study Agreement
(Normal Review)

This Agreement is made this _____ day of _____, 20____ by and between
Corn Belt Energy Corporation, (“Cooperative”) and _____, whose address is

_____ (“Member”).

WITNESSETH

WHEREAS, Wabash Valley Power Association (Wabash) is an Indiana non-profit
cooperative which purchases, sells, and transmits electricity to its member systems; and

WHEREAS, Wabash is the all-requirements power supplier for the Cooperative, and WHEREAS,
Ameren Transmission Services Co. (“Ameren”) operates a transmission system over which
Wabash transmits power to Wabash and/or Cooperative facilities; and

WHEREAS, Member desires to investigate interconnection of Distributed Generation
Equipment (DGE) at or near _____, Illinois; and

WHEREAS, the Cooperative agrees to study the addition of new or reconfigure existing
services in order to safely and reliably connect the requested DGE to the Cooperative’s distribution
system;

Now, THEREFORE, the parties agree as follows:

1. If required because of size or nature of DGE, Wabash will request that Ameren
determine the capabilities of and impact on their system caused by the addition of DGE
 (“Proposal”).

2. By the signature of its authorized representative affixed below, Member authorizes
the Cooperative and if necessary, that Wabash request Ameren to:

- a. perform a System Impact and Feasibility Study (“Study”) to evaluate the DGE Proposal; and
- b. determine any elements of the Cooperative’s distribution system which require modification with respect to the Proposal; and,
- c. authorizes the Cooperative to estimate any equipment installation or upgrade and costs related to the Proposal; and,
- d. agrees to provide to the Cooperative the necessary information to perform the evaluation and cost estimates; and,
- e. authorizes Ameren to proceed with an evaluation to determine the adequacy of Ameren’s system with respect to the Proposal and the information available; and,
- f. authorizes Ameren to determine any elements of Ameren’s system which require modification with respect to the Proposal; and,
- g. authorizes Ameren to estimate any equipment and costs related to the Proposal; and,
- h. agrees to pay the costs associated with performing this Study.

3. Cooperative acknowledges receipt of a \$5000 payment and a fully completed

Attachment A and will proceed with the Study.

4. The Cooperative shall, within one hundred twenty (120) business days after the Cooperative executes of this Agreement, complete a study of the proposed DGE that determines the extent of modifications necessary to connect the proposed DGE safely and reliably to the Cooperative’s distribution system. If there are difficulties in completing the study within this time

frame the Cooperative will provide a written explanation of the difficulties and an estimate of when the results can be expected.

5. If Ameren involvement is required, an additional deposit will be required in an amount determined by Ameren. Upon the execution of this Agreement and receipt of the deposit required by Ameren, the Cooperative will request through Wabash that Ameren proceed with the Study, and Ameren will be encouraged to use due diligence to complete the Study within a 120-day period.

6. If the cost for the work exceeds the advance payment amount, the Cooperative shall invoice the Member for the additional amount(s) and the Member shall pay such amount(s) within 30 days of the date of each invoice.

7. Any portion of the advance payment not used by Ameren or the Cooperative in performing the Study shall be refunded to Member within a reasonable period of time following completion of the Study.

8. Nothing in this Agreement shall obligate the Cooperative to take any action other than as defined herein. No result of the Study shall bind the Cooperative to any conclusion or course of action. Specific service requirements, construction data and costs will not be known until the Study results are made available by Ameren in a formal Study report. The Cooperative will use reasonable effort to expedite whatever analysis and design work may be performed by the Cooperative, without waste or duplication, while awaiting Ameren's final determination of the transmission and distribution system capabilities of interconnecting Member's DGE.

9. The Parties to this Agreement hereby agree to exercise their respective efforts to resolve in good faith any differences in the interpretation and enforcement of this Agreement. If

any dispute has not been resolved within twenty-one (21) days after receipt of the Notice in writing of such dispute by one party to the other, either Party may request assistance from a reputable dispute resolution service for assistance in resolving the dispute. The service will select an appropriate dispute resolution venue, in Bloomington, IL to assist the Parties in resolving their dispute. Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties utilized in the attempt to resolve the dispute.

The dispute resolution meeting shall occur within forty-five (45) days from the date of the Notice. If neither party elects to seek assistance from a dispute resolution service, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this agreement and the rules and policies of the Cooperative. In the event that the Parties cannot agree on an amicable resolution of differences, the Parties agree that all actions to: (a) enforce, interpret, or construe this Agreement, (b) recover damages for breach thereof, or (c) seek relief of any kind arising from the obligation or rights created pursuant to the terms of this Agreement, shall be filed and prosecuted exclusively within the Eleventh Judicial Circuit, McLean County, State of Illinois. In the event of a dispute, either party shall provide the other Party with a written Notice of Dispute describing in detail the nature of the dispute.

10. In the event that the Member becomes indebted to the Cooperative hereunder and fails to pay all sums due the Cooperative, the Cooperative shall be entitled to recover its reasonable attorneys' fees and litigation costs expended in collecting such amounts from the Member.

11. This Agreement is deemed made in the County of McLean, State of Illinois and the Circuit Court of McLean County shall have exclusive jurisdiction to resolve any disputes hereunder after exhaustion of any alternative dispute resolution provided for herein.

IN WITNESS WHEREOF, the Cooperative and Member have signed and delivered this Authorization and Agreement in triplicate as of the day and year first above written.

Corn Belt Energy Corporation

Member

By: _____

By: _____

Print Name

Print Name

Title: _____

Title: _____

One Energy Way
Bloomington, Illinois

Street

61705-6356

City

State

Zip