

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

I. B. Procedures (continued)

- a) any available updates to the information specified in Paragraph I.B.2;
- b) evidence of adequate control of proposed site;
- c) identification of and timelines for obtaining any necessary governmental permits, approvals or authorizations;
- d) assurance of fuel supply or motive force;
- e) anticipated timelines for completion of key project milestones;
- f) evidence that any necessary interconnection studies are underway and that the necessary interconnection arrangements can timely be completed in accordance with Part II sufficient for the project to reach energization by the proposed on-line date;
- g) information describing the developer/owner of the proposed project, including name, address, and ownership organization chart; and
- h) other information promptly and reasonably requested by the Company.

6. **Notice of Completeness and Proposed PPA.** Within seven (7) days of its receipt of a request for a power purchase agreement and the information specified in Section I.B.5, the Company shall confirm its receipt of the same and notify the Developer whether any additional information is needed. The Company shall provide the Developer with a proposed power purchase agreement within thirty (30) days following the date of the Company's notice that the information required in Paragraph I.B.5 has been received and is substantially complete. The proposed power purchase agreement shall contain a comprehensive set of proposed terms and conditions, including specific pricing based on the indicative pricing provided, as adjusted if necessary in light of specifics of the project. The proposed power purchase agreement will also specify project specific data and exhibits that must be provided by the QF Developer prior to final approval or execution of the PPA. The proposal submitted by the Company shall serve as the basis for subsequent negotiations.
7. **Developer's Initial Comments and Edits.** Within thirty (30) days of receiving a proposed power purchase agreement, the QF Developer shall prepare and deliver to the Company an initial set of written comments and proposals, failing which the Project will be removed from the QF pricing queue and the proposed agreement and prices will no longer be valid.
8. **Company's Response and Responsibilities.** If the QF Developer's proposals are not acceptable, the Company shall commence negotiations on all outstanding areas of disagreement, and:

(continued)