



May 9, 2012

Secretary of the Commission
Indiana Utility Regulatory Commission
National City Center
101 West Washington Street, Suite 1500 East
Indianapolis, Indiana 46204

Dear Secretary:

Pursuant to 170 IAC 1-6 ("Rule 6"), the Thirty-Day Administrative Filing Procedures and Guidelines Rules, Indianapolis Power & Light Company ("IPL") submits herewith for approval a Power Purchase Agreement for Qualifying Renewable Energy Power Production Facilities between Energy Solutions by JMS LLC, Cathedral Trustees Inc. d/b/a Cathedral High School and IPL dated April 16, 2012 ("Agreement").

Specifically 170 IAC 1-6 Section 3(6) allows for the filing of this contract as a "filing for which the commission has already approved or accepted the procedure for the change." The Commission approved IPL's Rate REP – Renewable Energy Production in its Order dated February 10, 2010 in Cause No. 43623 (Phase I) and ordered (at 62) that "[a]ny long-term contracts between IPL and its customers wishing to sell renewable energy under Rate REP shall be submitted to the Commission for approval utilizing the 30-day filing process."

Rate REP – Renewable Energy Production, the Commission-approved tariff under which the Agreement was entered, was created so that customers may alternatively choose to participate in a renewable energy feed-in rate for generation resources with capacity ratings ranging from 50 kW (20 kW for solar) to 10 MW. Rate REP provides pricing unique to the type of renewable energy produced and allows for long-term contracting. In its Order dated March 7, 2012 in Cause No. 44018, the Commission approved further changes to Rate REP with which this agreement complies.

In support of this 30-day filing IPL is submitting herewith (1) a copy of the Commission-approved Rate REP – Renewable Energy Production, I.U.R.C. No. E-16, 1st Revised No. 124, 124.1, 124.2 and 124.3; (2) a verified statement by the Company affirming that customers have been notified as required under Rule 6, stating in detail the means used for notification, and copies of any written means of notification; (3) a copy of the publisher's affidavit; and (4) a copy

May 9, 2012

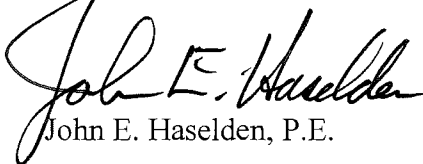
Page 2

of the Power Purchase Agreement. By copy of this letter, the Office of Utility Consumer Counselor is being provided with a copy of this 30-day filing.

IPL appreciates your assistance in processing this request through the Commission's 30-Day Filing procedures. The contact information regarding this filing is as follows:

John E. Haselden, P.E.
Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana 46204
Phone: 317-261-6629
Fax: 317-261-5867
Email: john.haselden@aes.com

Sincerely,



John E. Haselden, P.E.

Enclosures

cc: A. David Stippler, Office of Utility Consumer Counselor – w/enclosures via email

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-16

1st Revised No. 124
Superseding
Original No. 124

RATE REP
RENEWABLE ENERGY PRODUCTION

AVAILABILITY:

Voluntary offer available to (1) any Customer of Indianapolis Power & Light Company (the "Company") (2) or any Bidder in the Company's reverse auction (the "Reverse Auction") that operates within the Company's service territory a Qualifying Renewable Energy Power Production Facility subject to the Company's rules and regulations and, any terms, conditions and restrictions imposed by any valid and applicable law or regulation and negotiates a written contract with the Company that is approved by the Commission before March 30, 2013. This tariff sets forth the cost levels eligible for retail ratemaking purposes and is submitted pursuant to the requirements of the Commission and shall cease to be effective if such regulations are set aside, withdrawn or for any reason cease to be applicable to the Company. An Existing Qualifying Renewable Energy Power Production Facility is eligible to offer electricity to the Company under this Rate REP except as otherwise expressly forbidden by law.

DEFINITIONS:

- (a) Qualifying Renewable Energy Power Production Facility (the "Facility") means an arrangement of equipment for the production of electricity with capacity no less than 50 kW (20 kW for solar) and no greater than 10 MW. The expected annual output from any project shall not exceed the annual consumption of the Host Facility, except in the case of Facilities that utilize Biomass or are providing the power in response to the Reverse Auction. The Facility shall be a QF or otherwise authorized by Federal law to make wholesale power sales. Except in the case of a Facility operated by a Bidder, the Facility shall be located at a Host Facility owned by a Customer and shall be located wholly within the boundaries of the Host Facility. A Host Facility shall be a building, production equipment or collection of same in the same area such as a campus located at one site and is not the aggregation of more than one site each less than 50 kW (20 kW for solar). The Host Facility or portion of the Host Facility on which the Facility is located must be wholly within the boundaries of the Company's service territory. The Facility of a Bidder must also be wholly within the boundaries of the Company's service territory. A Facility must produce electric power through the use of 100% renewable resources or fuel. Such resources or fuels include:
- Solar photovoltaic cells and panels
 - Wind
 - Dedicated crops grown for energy production
 - Organic waste biomass
 - Biomass will be consistent with the State's definition in IC 8-1-37-4(a)(5).
- (b) Purchase means the purchase of electric energy or capacity or both from the Facility by the Company and is also inclusive of all Environmental Attributes.
- (c) Sale means the sale of electric energy or capacity or both by the Facility to the Company and is also inclusive of all environmental attributes.
- (d) Environmental Attributes means Renewable Energy Credits ("REC"), carbon credits, greenhouse gas offsets or any other environmental credit, commodity or classification that may be associated with the production of renewable energy from the Facility.
- (e) Interconnection Costs means the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Facility, to the extent such costs are in excess of the corresponding costs which the Company 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.

ISSUED PURSUANT TO

44018

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-16

1st Revised No. 124.1
Superseding
Original No. 124.1

RATE REP (Continued)

- Interconnection Costs do not include any costs included in the calculation of Avoided Costs.
- (f) System Emergency means a condition on the Company's system which is liable to result in imminent significant disruption of service to Customers or in substantial deviation from normal service standards or which is imminently liable to endanger life or property.
 - (g) Commission means the Indiana Utility Regulatory Commission.
 - (h) FERC means Federal Energy Regulatory Commission.
 - (i) Peak Period means the time between 6 a.m. and 10 p.m. (April through September) or between 7 a.m. and 11 p.m. (October through March) on all days except Saturdays and Sundays, which daily time period will be subject to change from time to time at the Company's option. This change would occur after no less than ten (10) days notice has been given to all Customers who would be affected, and to the Commission.
 - (j) Off Peak Period means the time not included in the Peak Period.
 - (k) QF means a Facility qualifying as a qualifying small power production facility pursuant to 16 U.S.C. § 796(17)(C).
 - (l) Bidder means a participant in the Reverse Auction whose proposed Sale of energy from a Facility to the Company is accepted by Company and results in the execution of an approved agreement for a Sale no later than January 30, 2013.

PURCHASE AND SALE:

Purchases and Sales shall also be subject to the following general terms and conditions:

- a. The Company shall not be obligated to Purchase or sell at a time of System Emergency.
- b. The Customer or Bidder shall sell the total production of the Facility to the Company.
- c. The Customer or Bidder shall receive service for their load at the appropriate retail rate from the Company. The applicable rate is not impacted by the Customer's participation in Rate REP.
- d. The Company will not offer contracts to any additional Customers if that additional contract would result in the projected energy purchased under Rate REP (inclusive of the Reverse Auction) in a given year exceeding 153,000 MWh/year (the "Cap"). The Company shall set aside 45,900 MWh/year of the Cap to be available for Bidders in the Reverse Auction, provided that nothing herein shall be construed as requiring the Company to secure 45,900 MWh/year through the Reverse Auction. Upon completion of the Reverse Auction, any remaining portion shall be offered to Customers.
- e. The Company may recognize the costs of the Purchase for retail ratemaking purposes.

INTERCONNECTION CONDITIONS AND COSTS:

- (a) The Company, subject to prior compliance by the Facility with all applicable Federal and State laws and regulations, shall make parallel interconnection with the Facility in such a way as to accomplish Purchases and Sales as described in Sections (b) through (f).
- (b) The Facility shall comply with the National Electrical Safety Code, as supplemented, the applicable requirements of 170 IAC 4-4.3, and the Company's rules and regulations for electric service.
- (c) Interconnection Costs from the Facility to the Company's distribution or transmission system, including those costs of (d) and (e) below, shall be borne by the Facility. If a Customer is contracting with third-parties to own and operate the Facility, both the third-party and the Customer will be responsible for and pay for the interconnection agreement. The Customer will be responsible in the event of a default by the third-party. There shall be no obligation on the Company to finance such interconnection.

ISSUED PURSUANT TO

44018

Effective March 7, 2012

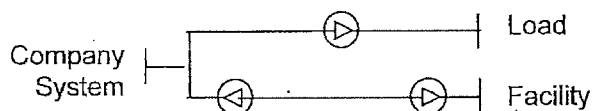
Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-16

1st Revised No. 124.2
Superseding
Original No. 124.2

RATE REP (Continued)

- (d) The Facility shall install, operate, and maintain in good order such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by the Company for operation parallel to its system. The Facility shall bear full responsibility for the installation and safe operation of this equipment.
- (e) Breakers capable of isolating the Facility from the Company shall at all times be immediately accessible to the Company. The Company may isolate the Facility at its own discretion if the Company believes continued parallel operation with the Facility creates or contributes to a System Emergency. System Emergencies causing discontinuance of parallel operation are subject to verification by the Commission.
- (f) To properly record numbers of kilowatt-hours for, respectively, Purchase and Sale, the following configurations shall be the basis for metering.
 - (1) Where such measurement is appropriate for measurement of energy, the circuit shall include at minimum one monodirectional meter between, at one side, the Company system and, on the other side, the load and a bidirectional meter between, at one side, the Company system and on the other side, the Facility and any load associated with it
 - (2) Where such measurement is appropriate for measurement of energy, the circuit shall include a monodirectional meter between the on-site load and the Company and, in a series arrangement, two monodirectional meters between the Facility and the Company system:



- (3) The meter measuring Purchases by the Company shall be of a design to record time periods, and shall be capable of electronically transmitting instantaneous readings.
- (4) Other metering arrangements shall be the subject of negotiations between the Company and the Customer or Bidder.

RATE REP PURCHASE RATES:

The rate the Company will pay each Customer for energy and capacity Purchased from their Facility will be established in advance by written contract with the Company. Unless otherwise agreed and approved by the Commission the RATE REP PURCHASE RATES eligible for retail ratemaking purposes shall not exceed:

(a) Solar			
a. Capacity		None	
b. Energy			
	(a)	For Facilities generating 20 kW to 100 kW:	24.0¢ per KWH
	(b)	For Facilities generating more than 100 kW:	20.0¢ per KWH
(b) Wind			
a. Capacity		None	
b. Energy			
	(a)	For Facilities generating 50 kW to 100 kW:	14.0¢ per KWH
	(b)	For Facilities generating 100 kW to 1 MW:	10.5¢ per KWH
	(c)	For Facilities generating more than 1 MW:	7.5¢ per KWH

ISSUED PURSUANT TO

44018

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-16

1st Revised No. 124.3
Superseding
Original No. 124.3

RATE REP (Continued)

- | | | |
|-----|----------|-------------------------|
| (c) | Biomass | |
| a. | Capacity | \$6.18 per KW per month |
| b. | Energy | 8.5¢ per KWH |

The length of any contract shall not exceed fifteen (15) years. The Company and the Customer or Bidder may negotiate terms and a rate for energy or capacity in recognition of the following factors:

- (1) The extent to which scheduled outages of the Facility can be usefully coordinated with scheduled outages of the Company's generation facilities;
- (2) The relationship of the availability of energy from the Facility to the ability of the Company to avoid costs, particularly as is evidenced by the Company's ability to dispatch the Facility;
- (3) The usefulness of the Facility during System Emergencies, including the ability of the Facility to separate its load from its generation;
- (4) The impact of improvements in costs or performance of technologies, tax credits, grants and other financial incentives that when combined with the rate would produce excessive profits for the Facility.
- (5) Rates and adjustments prescribed in the contract shall remain in effect notwithstanding changes made to the RATE REP PURCHASE RATES from time to time.
- (6) The extent to which the Company is authorized to recognize the cost of such Purchase for retail ratemaking purposes pursuant to Ind. Code § 8-1-8.8-1 *et. seq.*

Prior to finalizing the contract, the Company shall seek approval via the IURC's 30-day administrative filing process to recognize the costs of such Purchase for retail ratemaking purposes pursuant to Ind. Code § 8-1-8.8-1 et. seq.

RATES FOR SALE BY COMPANY:

Back-up Power may be provided under Standard Contract Rider No. 10. Maintenance Power shall be provided under Standard Contract Rider No. 11. Supplementary Power shall be provided under Standard Contract Rider No. 12. A Customer or Bidder may not simultaneously qualify for Rate REP, Rate CGS Cogeneration and Small Power Production, Standard Contract Rider No. 9, Net Metering, and Standard Contract Rider No. 8 for off-peak service.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	see Page 150
No. 10	see Page 162
No. 11	see Page 163
No. 12	see Page 164

ISSUED PURSUANT TO

44078

INDIANA UTILITY REGULATORY COMMISSION

Effective March 7, 2012

Verified Statement of Indianapolis Power & Light Company (IPL)

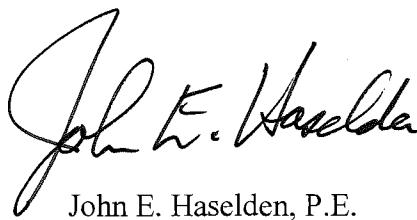
Concerning a Power Purchase Agreement for Qualifying Renewable Energy Power Production between Energy Solutions by JMS LLC, Cathedral Trustees Inc. d/b/a Cathedral High School and IPL

Indianapolis Power & Light Company complied with the Notice Requirements under 170 IAC 1-6-6 in the following manner:

- beginning on May 4, 2012 and continuing through the filing date, the attached notice was posted in the Customer Service Office at 2102 N. Illinois Street
- beginning on May 4, 2012 and continuing through the filing date, the same notice was posted on IPL's website under the Pending section of the Rates, Rules and Regulations area
- a legal notice placed in the Indianapolis Star on May 4, 2012 as evidenced by the attached Publishers Affidavit; and
- beginning on the filing date, a copy of the Power Purchase Agreement for Qualifying Renewable Energy Power Production between Energy Solutions by JMS, Cathedral Trustees Inc. d/b/a Cathedral High School and IPL 30 day filing will be included on IPL's website under the Pending section of the Rates, Rules and Regulations area.

I affirm under penalties for perjury that the foregoing representations are true to the best of my knowledge, information, and belief.

Dated this 9th day of May, 2012.



John E. Haselden, P.E.
Principal Engineer

83635-5945935

LEGAL NOTICE

Notice is hereby given that on or about May 12, 2012, Indianapolis Power & Light Company expects to submit a Power Purchase Agreement for Qualifying Renewable Energy Power Production between Energy Solutions by JMS LLC, Cathedral Trustees, Inc. d/b/a Cathedral High School and IPL dated April 16, 2012. The Commission approved IPL's Rate REP (Renewable Energy Production) in its Order dated February 10, 2010 in Cause No. 43623 (Phase 1), and approved further modifications to Rate REP in its Order dated March 7, 2012 in Cause 44018, which authorized the long-term contracting of Qualifying Renewable Energy Power Production for up to fifteen (15) years subject to Commission approval of each contract. IPL anticipates approval of the filing on or before June 20, 2012.

This notice is provided to the public pursuant to 170 IAC 1-6-6. The contact information, to which an objection should be made, is as follows:

Secretary
Indiana Utility Regulatory Commission
101 W. Washington Street, Suite 1500 East
Indianapolis, Indiana 46204 Telephone:(317) 232-2700
Fax: (317) 232-6758
Email: info@iurc.in.gov
Office of Utility Consumer Counselor
115 W. Washington Street, Suite 1500 South
Indianapolis, Indiana 46204 Telephone:(317) 232-2484 Toll Free: 1-888-441-2484
Fax: (317) 232-5923
Email: uccinfo@oucc.in.gov
Dated May 4, 2012.
(S - 5/4/12 - 5945935)

PUBLISHER'S AFFIDAVIT

State of Indiana SS:
MARION County

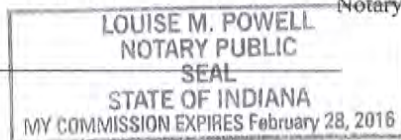
Personally appeared before me, a notary public in and for said county and state,
the undersigned **Kerry Dodson** who, being duly sworn, says that SHE is clerk
of the INDIANAPOLIS NEWSPAPERS a DAILY STAR newspaper of general circulation
printed and published in the English language in the city of INDIANAPOLIS in state
and county aforesaid, and that the printed matter attached hereto is a true copy,
which was duly published in said paper for **1** time(s), between the dates of:
05/04/2012 and 05/04/2012

Kerry Dodson Clerk
Title

Subscribed and sworn to before me on **05/04/2012**

Louise M. Powell Notary Public

My commission expires: _____



**POWER PURCHASE AGREEMENT
FOR QUALIFYING RENEWABLE ENERGY POWER PRODUCTION FACILITIES**

THIS POWER PURCHASE AGREEMENT FOR QUALIFYING RENEWABLE ENERGY POWER PRODUCTION FACILITIES ("Agreement") is made and entered into this 16th day of April, 2012 ("Effective Date"), by and between Indianapolis Power & Light Company, an Indiana corporation with its principal office located at One Monument Circle, Indianapolis, Indiana 46204 ("Company"), and Energy Solutions by JMS LLC an individual residing in or an organization created in the state of Indiana with its principal residence/office located at 5925 Stockberger Place, Indianapolis, IN 46241 ("Producer") and Cathedral Trustees Inc. d/b/a Cathedral High School, an individual residing in or an organization created in the state of Indiana with its principal residence/office located at 5525 East 56th Street, Indianapolis, IN 46226 ("Host Facility"). Company, Producer and Host Facility are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Producer desires to sell renewable electric power inclusive of all rights to its attendant environmental attributes and the Company desires to purchase the same and recover such costs for retail ratemaking through the authority granted under Rate REP (Renewable Energy Production) as further approved by the Indiana Utility Regulatory Commission ("IURC"), and

WHEREAS, Host Facility is a Customer of IPL and consents to and benefits from Producer locating the Facility at the Host Facility; and

WHEREAS, Producer is installing, or has installed, Qualifying Renewable Energy Power Production Facilities (the "Facility") used to interconnect and operate in parallel with Company's electric system at the Host Facility, which Facility is more fully described in Exhibit 1, attached hereto and incorporated herein by this Agreement, and as follows:

Location: 5525 East 56th Street, Indianapolis, IN 46226

Nameplate Capacity: 50 kW

Estimated Annual Production: 65,700 kWh

Type of Qualifying Technology: Solar PV

NOW, THEREFORE, in consideration thereof, Producer, Host Facility and Company agree as follows:

- 1. Application.** It is understood and agreed that this Agreement applies only to the operation of the Facility described above and on Exhibit 1.
- 2. Tariff.** This Agreement is entered into subject to the terms of Company's Rate REP as set forth in its retail tariff (IURC No. E-16, pp. 124 to 124.3) on file with the IURC (the "Tariff").
- 3. Interconnection.** Producer and Host Facility shall first jointly apply for interconnection and enter into an Interconnection Agreement with the Company at the appropriate level. The Company's standard application form and Interconnection Agreement are attached as Exhibit 2 to this Agreement. Company agrees to allow Producer to interconnect and operate the Facility in parallel with Company's electric system in accordance with any operating procedures or other conditions specified in Exhibit 2.

Any changes in Facility operations that necessitate changes in IPL's operations must be approved prior to implementation and Producer or Host Facility must pay for any required improvements to IPL's system.

The Producer shall install, operate, and maintain in good order such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by the Company for operation parallel to its system. The Producer and Host Facility shall bear full responsibility for the installation and safe operation of this equipment. Breakers capable of isolating the Facility from the Company shall at all times be immediately accessible to the Company. The Company may isolate the Facility at its own discretion if the Company believes continued parallel operation with the Facility creates or contributes to a System Emergency. System Emergencies causing discontinuance of parallel operation are subject to verification by the IURC. To properly record numbers of kilowatt-hours for, respectively, purchase and sale, the following configurations shall be the basis for metering:

- (1) Where such measurement is appropriate for measurement of energy, the circuit shall include at minimum one monodirectional meter between, at one side, the Company system and, on the other side, the load and a bidirectional meter between, at one side, the Company system and on the other side, the Facility and any load associated with it;
- (2) Where such measurement is appropriate for measurement of energy, the circuit shall include a monodirectional meter between the on-site load and the Company and, in a series arrangement, two monodirectional meters between the Facility and the Company system;
- (3) The meter measuring purchases by the Company shall be of a design to record time periods, and shall be capable of electronically transmitting instantaneous readings; or
- (4) Other metering arrangements shall be the subject of negotiations between the Company and the Facility.

Producer and Host Facility agree that, without the prior written permission from Company, no changes shall be made to the configuration of the Facility, as that configuration is described in Exhibit 1, and no relay or other control or protection settings specified in Exhibit 1 shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Facility complies with Company approved settings.

4. Rates For Purchase. The rate the Company will pay the Producer for energy and capacity supplied by the Facility shall be \$0.24 per kilowatt hour during the Term of this agreement. In consideration of the compensation, which is in excess of the avoided costs of traditional generation alternatives, IPL will retain all Environmental Attributes, as defined in Rate REP, associated with the production of renewable energy by the Facility. The Company need not purchase or sell at a time of System Emergency. The Company shall have no responsibility for remitting any payments to the Host Facility. Payment for purchased energy will be made by check to Producer, provided the Producer is not in arrears on the Producer's monthly bill for retail electric service. If Producer is in arrears on their bill for electric service, the Company may apply a portion of the Payment as a credit to the Producer's monthly bill and issue a check to the Producer for any amount of the monthly payment for purchased energy exceeding amounts owed to IPL.

5. Release and Indemnification. Each Party (the "Indemnifying Party") shall release, indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 4, the Indemnifying Party shall defend any suit asserting a claim covered by this Section 4. If a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.

6. Interference with Host Facility. IPL shall have no responsibility to ensure the Facility does not interfere with equipment operated by the Host Facility. The Host Facility shall not hold IPL responsible for any interruption or damage caused to its operations by virtue of the Facility. The Host Facility has considered its agreement with Producer and has concluded, through representation with its own legal counsel and not based on any representations made by IPL, that the Producer will remedy any interruption or damage caused to the Host Facility's operations or equipment by the Facility.

7. Effective Term and Termination Rights. This Agreement shall become effective after execution by all Parties and any approval by the IURC necessary to recover for retail ratemaking purposes the costs of purchasing power and shall continue in effect until terminated in accordance with the provisions of this Agreement. The term of this Agreement shall be 15 years commencing with the date energy is first produced and transmitted to the Company. This Agreement may be terminated for the following reasons: (a) Producer may terminate this Agreement at any time by giving Company at least sixty (60) days prior written notice stating Producer's intent to terminate this Agreement at the expiration of such notice period; (b) Company may terminate this Agreement at any time following Producer's failure to generate energy from the Facility in parallel with Company's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) any Party may terminate this Agreement at any time by giving the other Parties at least sixty (60) days prior written notice that another Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or (d) Company may terminate this Agreement at any time by giving Producer and Host Facility at least sixty (60) days prior written notice in the event that there is a material change in an applicable rule or statute or IURC order that renders costs of power purchased hereunder unrecoverable via the retail ratemaking process. IPL may terminate this Agreement if the Facility is removed from the customer's premise, if there is no production for a 12-month period, or if the RECs generated by the Facility cannot be certified as renewable.

8. Assignment. No Party shall assign this Agreement or any portion thereof without the prior written consent of the other Parties, and any attempted assignment or transfer without such written consent shall be of no force or effect. As to any permitted assignment: (a) reasonable prior notice of any such assignment shall be given to the other Parties; (b) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Parties in writing; (c) no assignment shall be effective until an amended interconnection agreement is executed and any approvals as may be required by all applicable regulatory bodies are obtained.

9. Termination of Any Applicable Existing Agreement. From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between Company, Producer and Host Facility concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

10. Force Majeure. For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If any Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, all Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Parties written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

11. Disputes. In the event of a dispute between the Parties arising out of or relating to this Agreement, such dispute shall be submitted within twenty (20) days of written notice, to a management panel composed of representatives of the respective Parties for informal dispute resolution or settlement prior to the institution of any other dispute resolution process. Should the informal dispute resolution process described herein be unsuccessful, the Parties agree that no written or oral representations made during the course of the attempted dispute resolution shall constitute a Party admission or waiver and that each Party may pursue any other legal or equitable remedy it may have available to it. The Parties agree that the existence of any dispute or the institution of any dispute resolution process (either formal or informal) shall not delay the performance of each Party's undisputed responsibilities under this Agreement.

12. Notices. Except as otherwise provided in this Agreement, any notice, request, consent, demand, or statement which is contemplated to be made upon either Party hereto by the other Party hereto under any of the provisions of this Agreement, shall be in writing and sent by certified mail with a return receipt requested or via overnight courier with tracking capability to the address set forth below:

If notice or other transmittal (other than payment of invoices) is to Company:

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, IN 46204
Attention: Director, Regulatory Affairs

With a copy to:

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, IN 46204
Attention: Office of the General Counsel

If notice or other transmittal is to Producer:

Johnson Melloh
5925 Stockberger Place
Indianapolis, IN 46241
Attention: Nick Melloh

With a copy to:

Attention: _____

If notice or other transmittal is to Host Facility:

Attention: _____

With a copy to:

Attention: _____

13. IURC Jurisdiction. Company is subject to the jurisdiction of the IURC. The Company will seek approval of this Agreement via the IURC's 30-day administrative filing process to recognize the costs of power purchased pursuant to this Agreement for retail ratemaking purposes pursuant to Ind. Code § 8-1-8.8-1 et. seq. This Agreement will be void if the IURC does not approve the recovery of costs imposed by the Agreement on Company through retail rates. Any such rates may be adjusted by the Company as circumstances warrant through the IURC's 30-day administrative filing process.

14. Wholesale Power Sales. Producer represents that it has the necessary authority to make wholesale sales of power to Company pursuant to the Federal Power Act or other applicable law.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the Effective Date first above written.

**Indianapolis Power & Light Company
("Company")**

By: William H. Ashley
Printed: William H. Ashley
Title: VP Corporate Affairs
Execution Date: 4/16/12

("Host Facility")

By: [Signature]
Printed: James F. Williams
Title: CFO/EVP
Execution Date: 4/20/12

("Producer")

By: Nick J. Melloh
Printed: Nick J. Melloh
Title: President
Execution Date: 4-18-12

Received On: May 9, 2012
IURC 30-DAY Filing No.: 3006
Indiana Utility Regulatory Commission

Exhibit 1



COPY

**INTERCONNECTION AGREEMENT
FOR LEVEL 2 - 2MW OR LESS OR LEVEL 3 - ALL OTHER FACILITIES**

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this 12th day of March, 2012, by and between Indianapolis Power & Light Company ("IPL"), Cathedral Trustees Inc. d/b/a/ Cathedral High School ("Customer"), and Energy Solutions by JMS LLC. ("Owner"). IPL, Customer and Owner are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Owner, with Customer's permission, is installing, or has installed, generation equipment, controls, and protective relays and equipment ("Generation Facilities") on Customer's property used to interconnect and operate in parallel with IPL's electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: 5225 East 56th St. Indianapolis, IN 46226

Generator Size and Type: 50kW Solar

NOW, THEREFORE, in consideration thereof, Owner, Customer and IPL agree as follows:

- 1. Application.** It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.
- 2. Interconnection.** IPL agrees to allow Owner to interconnect and operate the Generation Facilities in parallel with IPL's electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, IPL does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed shall comply with, and Owner represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) IPL's rules and regulations, including IPL's General Terms and Conditions for Electric Service as contained in IPL's Retail Electric Tariff and as each may be revised from time to time with the approval of the Indiana Utility Regulatory Commission ("Commission"); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

Owner shall install, operate, and maintain, at Customer's and Owner's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with IPL's electric system. Customer and Owner shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer and Owner shall be responsible for protecting, at Customer's and Owner's sole cost and expense, the Generation Facilities from any condition or disturbance on IPL's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

Customer and Owner agree that, without the prior written permission from IPL, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with IPL approved settings.

3. Operation by Customer or Owner. Neither the Owner nor Customer shall operate the Generation Facilities in such a manner as to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of IPL's electric system. At all times when the Generation Facilities are being operated in parallel with IPL's electric system, Customer and Owner shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by IPL to any of its other customers or to any electric system interconnected with IPL's electric system. Customer and Owner understand and agree that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, IPL's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

The control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from IPL's electric system in the event of a fault on IPL's electric system, a fault on Customer's or Owner's electric system, or loss of a source or sources on IPL's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on IPL's electric system. Additionally, if the fault is on Customer's or Owner's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's and/or Owner's electric system. Upon IPL's request, Customer or Owner shall promptly notify IPL whenever such automatic disconnecting devices operate.

Customer and Owner shall coordinate the location of any disconnect switch required by IPL to be installed and maintained by Customer and Owner.

4. Access by IPL. Upon reasonable advance notice to Customer or Owner, IPL shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. IPL shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from IPL's electric system. The cost of such inspection(s) shall be at IPL's expense; however, IPL shall not be responsible for any other cost Customer or Owner may incur as a result of such inspection(s). IPL shall have the right and authority to isolate the Generation Facilities at IPL's sole discretion if IPL believes that: (a) continued interconnection and parallel operation of the Generation Facilities with IPL's electric system creates or contributes (or will create or contribute) to a system emergency on either IPL's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of IPL's electric system; or (c) the Generation Facilities interfere with the operation of IPL's electric system. In non-emergency situations, IPL shall give Customer and Owner reasonable notice prior to isolating the Generating Facilities.

5. Rates and Other Charges. This Agreement does not constitute an agreement by IPL to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by IPL in connection with interconnection of the Generation Facilities. It is understood that if Customer or Owner desires an agreement whereby IPL wheels power, or purchases energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then IPL, may enter into another mutually acceptable separate agreement with Customer or Owner detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by IPL, in order for the Generation Facilities to interconnect with and operate in parallel with IPL's electric system, separate then Customer or Owner shall enter into an Excess Facilities Agreement with IPL in accordance with IPL's Standard Contract Rider No. 4 contained in IPL's Retail Electric Tariff, which rider details the charges and

terms of such excess facilities, as the same may be revised from time to time with the approval of the Commission.

6. **Insurance.** Either the Owner or Customer shall procure and keep in force during all periods of parallel operation of the Generation Facilities with IPL's electric system, the following insurance to protect the interests of IPL under this Agreement, with insurance carriers acceptable to IPL, and in amounts not less than the following:

Coverage	Limits
Comprehensive General Liability	\$5,000,000.00
Contractual Liability	\$5,000,000.00
Bodily Injury	\$5,000,000.00
Property Damage	\$5,000,000.00

Customer or Owner shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage to:

Attention:
Address

at least fifteen (15) days prior to any interconnection of the Generation Facilities with IPL's electric system, and thereafter as requested by IPL.

If Customer or Owner is sufficiently creditworthy, as determined by IPL, then, in lieu of obtaining all or part of the above-specified required insurance coverage from insurance carriers acceptable to IPL, Customer and Owner may self insure all or part of such required insurance coverage provided that Customer and Owner agrees to defend IPL and to provide on a self insurance basis insurance benefits to IPL, all to the same extent as would have been provided under this Agreement pursuant to the above insurance provisions of this Section 6. By utilizing self insurance to provide all or part of the above-specified required insurance, Customer and Owner shall be deemed to have agreed to the provisions of the previous sentence of this Section 6.

7. **Indemnification.** Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 7, the Indemnifying Party shall defend any suit asserting a claim covered by this Section 7. If a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.

8. **Effective Term and Termination Rights.** This Agreement shall become effective when executed by all Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons: (a) Customer or Owner may terminate this Agreement at any time by giving IPL at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period; (b) IPL may terminate this Agreement at any time following the failure to generate energy from the Generation Facilities in parallel with IPL's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) any Party may terminate this Agreement at any time by giving the other Parties at least sixty (60) days' prior

written notice that another Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or (d) IPL may terminate this Agreement at any time by giving Customer and Owner at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.

9. Termination of Any Applicable Existing Agreement. From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between IPL, the Owner and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

10. Force Majeure. For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If any Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, all Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Parties written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.


11. Dispute Resolution. In the event that Customer, Owner and IPL are unable to agree on matters relating to this Agreement, either Customer, Owner or IPL may submit a complaint to the Commission in accordance with the Commission's applicable rules.

12. Commission Jurisdiction and IPL Rules. Both IPL and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and IPL's commitments hereunder are subject to such approval. Customer's and Owner's use of the Generation Facilities is subject to the rules and regulations of IPL, including IPL's General Terms and Conditions for Electric Service, as contained in IPL's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.


IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

 Date 3/27/2012
Indianapolis Power & Light Company

By: Barry J. Bentley
Sr. Vice President Customer Operations

 Date 3/1/2012
"Customer"
Cathedral Trustees Inc. d/b/a/ Cathedral High School

By: James F. Williams
Chief Financial Officer

 Date 3-12-12
"Owner"
Energy Solutions by JMS LLC.

By: Nick Melloh
President

EXHIBIT A

Generation Facilities Description

The generation facility at Cathedral High School consists of a main 56.84kW array of 8 Onyx 245B solar panels per string with 29 strings per inverter.

There will be one PV Powered model number PVP 50kW 3-phase 50.0 kW inverters rated 480 V, 60 Hz for a total inverter generator capacity of 50.0kW and a value of 50.0kW generation capacity as listed on the December 8, 2011 application.

Each three phase Inverter is connected to panel "MDP" shown on drawing E2. The panel board will be connected to the existing IPL transformer number 368 map section 344-B through a revenue grade IPL supplied meter attached to customer supplied disconnects on each side of the meter operated by IPL and maintained by the customer. The meter disconnect as shown in drawing E2 rev1 shall be supplied and maintained by the customer and operated by IPL meter personnel solely as a safety measure for IPL meter field personnel.

Points of Interconnection, Disconnect and Ownership

The points of interconnection, disconnect and ownership shall be the first disconnect switch in the circuit going in the direction to the customer from IPL 13.2 kV pad mounted transformer #368 map section 344-B, identified in Exhibit 1A drawing E2 rev1 located on the Customer's property in the existing MDP.

Interconnection Facilities shall be constructed by Customer including Revenue Metering Equipment

Revenue Metering - The Customer shall reimburse IPL for the cost of the following equipment and install the equipment in accordance with IPL specifications.

Meter base and disconnect on each side of the meter.

Meter Cabinets - 1 Cabinets for mounting revenue meters

IPL shall provide and install the following revenue meters at IPL expense.

One revenue meters to monitor the inverters.

Operating Conditions - The installation shall as governed by the IEEE 1547 standard.

Attachments

Received On: May 9, 2012
IURC 30-DAY Filing No.: 3006
Indiana Utility Regulatory Commission

Exhibit 1A Drawing E1 Electrical Plan & Wiring Diagram

Exhibit 1B Drawing E2 rev1 Electrical Plan & Wiring Diagram

Exhibit 1C Drawing PV100 Photovoltaic Title Sheet

Exhibit 1D Drawing PV101 Roof Plan & DC Side Riser

Exhibit 1E Insurance Certificate

Customer Interconnection Application dated December 8, 2011



CONSIST/CURRENT SWITCHER GROUND TO DISCONNECT AND TO AC SYSTEM GROUND CONDUCTION SIZE #4.



INVERTER DATA	
DESCRIPTION	PAGE BOOK
ADVANCED INVERTER	50 PAGE
CONTINUOUS OUTPUT POWER	800
MAXIMUM DC INPUT VOLTAGE	178 V
DC AMP MAXIMUM CURRENT	400 A, V
AC INPUT VOLTAGE	423-438
AC OPERATING RANGE	24.3-103 HZ
AC PROTECTIVE RANGE	81 A
AC WAVEFORM CONTINUOUS CURRENT	43
HARMONIC DISTORTION (THD)	<3
POWER FACTOR	>.98
LOADING	PHO LOAD
WARRANT	1500 HRS
EMISSION TRANSDUCER	133
DIAGNOSTICS	44W X 44Y X 27D
DOCUMENTS	BOTH AC AND DC

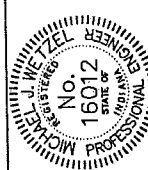
Received On: May 9, 2012
IURC 30-DAY Filing No.: 3006
Indiana Utility Regulatory Commission

COMPENION
SOLUTIONS

5925 Stockport
Indianapolis, IN 46226
317-244-8965

Project No.: 12-111
Project Date: 11/11
Revision Date: 11/11

These drawings and specifications are the property of the firm and shall remain confidential. They are to be used only for the project and location specified herein. Any reproduction or use for any other project without the written consent of the firm is strictly prohibited.



Michael J. Weitzel

Solar Array for
Cathedral High School
5225 E 56th Street
Indianapolis, Indiana 46226

**ELECTRICAL PLAN
& WIRING DIAGRAM**

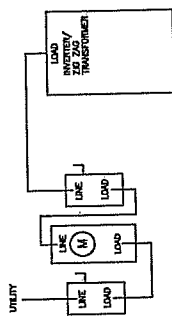
E2

PLAN NOTES

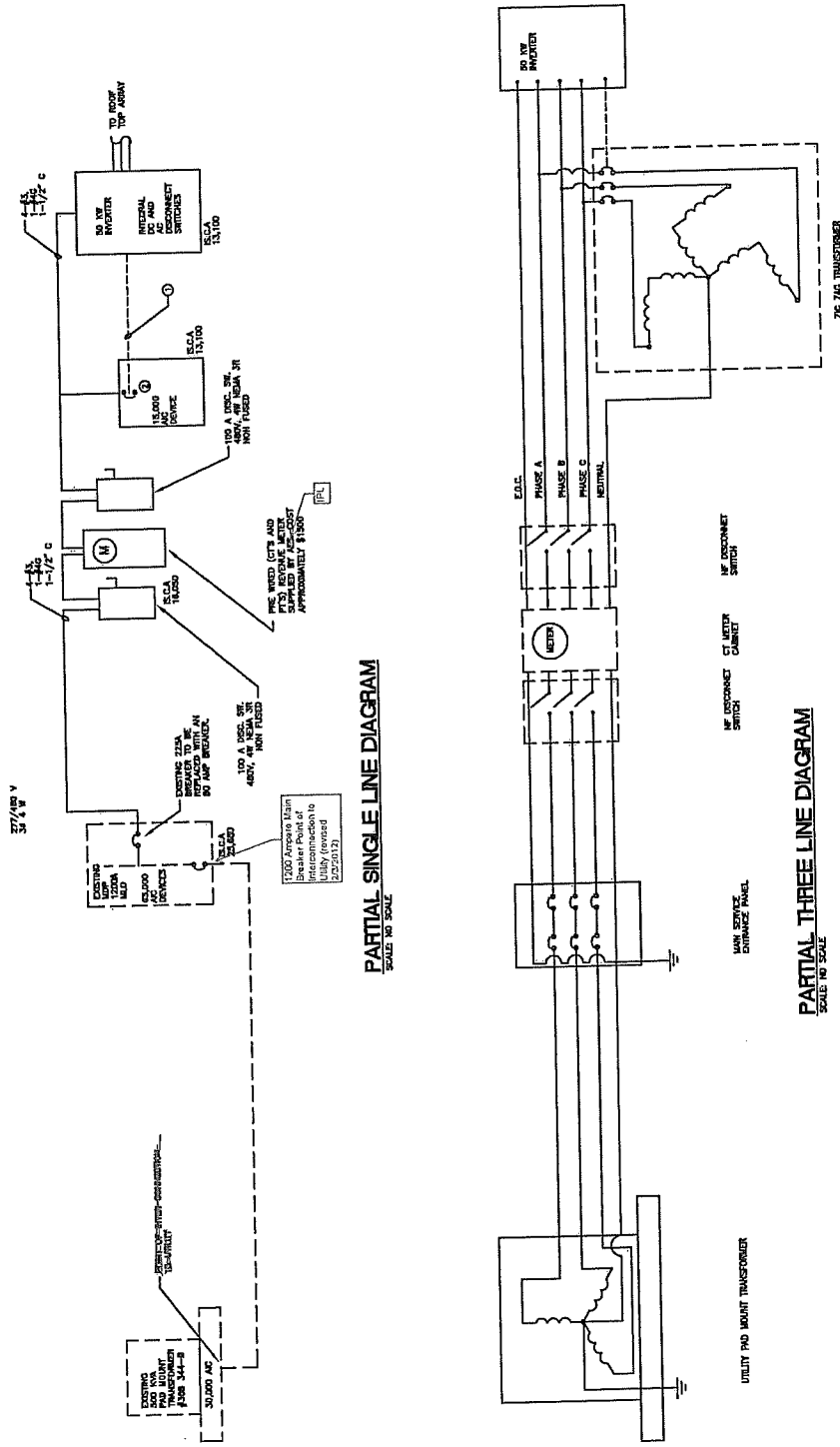
1. 12-111, 3/4" C. AUXILIARY CONDUIT FROM TRANSFORMER SERVICE TO INVERTER WITH INVERTER TO BE INSTALLED IN THE EVENT OF INVERTER TRIP.
2. 100A 250 ZAG TRANSFORMER NEW 3P.

COMPLETE INSTALLATION SHALL COMPLY WITH NEC 2012 REQUIREMENTS AND ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

CONNECTIONS SHALL COMPLY WITH NEC 2012 REQUIREMENTS AND ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.



LINE/LOAD CONNECTION DIAGRAM
SCALE: 1/8" = 1'-0"



PARTIAL SINGLE LINE DIAGRAM
SCALE: 1/8" = 1'-0"

PARTIAL THREE LINE DIAGRAM
SCALE: 1/8" = 1'-0"

Received On: May 9, 2012
IURC 30-DAY Filing No.: 3006
Indiana Utility Regulatory Commission

JOHN B. BROWN
SEAL 11-1-11

5925 State Road 136
Indianapolis, IN 46226
317-551-1111

Project No.: 11-05-C
Project Date: 11/11
Prepared: JTB
Reviewed: JTB
Revision: 01

These drawings and specifications are the property of the Engineer. They are to be used only for the project and location specified. Any other use without the written consent of the Engineer is prohibited.



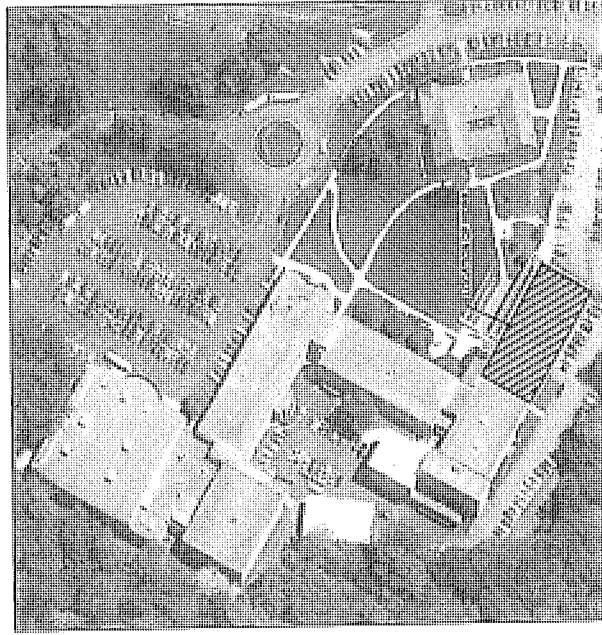
Solar Array for
Cathedral High School
5225 E 56th Street
Indianapolis, Indiana 46226

Photovoltaic
Title Sheet

PV100

Solar Array for CATHEDRAL HIGH SCHOOL

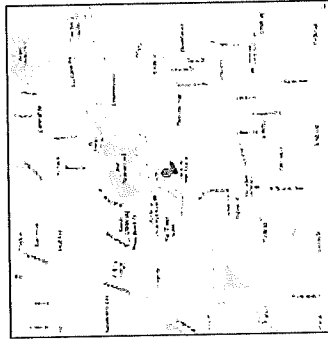
5225 East 56th Street
Indianapolis, IN 46226



SITE PLAN
NORTH 1"=70'

DRAWING INDEX

- | | |
|-------|-------------------------------------|
| PV100 | Title Sheet |
| PV101 | Roof Plan and DC Side Riser Diagram |
| E1 | AC Side Electrical Drawings |



VICINITY MAP
NORTH NO SCALE

Received On: May 9, 2012 Client#: 39309

IURC 30-DAY Filing No.: 3006

Indiana Utility Regulatory Commission

CATHETRU

DATE (MM/DD/YYYY)

12/07/2011

ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Old National Insurance

P.O. Box 80159

Indianapolis, IN 46280-0159

317 575-9999

INSURED

Cathedral Trustees Inc. d/b/a

Cathedral High School

5225 E. 56th Street

Indianapolis, IN 46226

CONTACT NAME: Karoline Silke

PHONE (A/C, No, Ext): 317-706-9822

FAX (A/C, No): 317-706-9922

E-MAIL ADDRESS: karoline.silke@oldnationalins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Netherlands Insurance Co.

INSURER B: Indiana Insurance Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CBP9868132	06/30/2011	06/30/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	X		BA9866432	06/30/2011	06/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CU9868732	06/30/2011	06/30/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	<input type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC9867732	06/30/2011	06/30/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Certificate holder is an additional insured under General and Auto Liability when required by written contract, agreement or permit.

Installation of Generation Facilities - 5225 E. 56th Street, Indianapolis IN

CERTIFICATE HOLDER

Indianapolis Power & Light
Company (IPL)
Indianapolis, IN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John S. Flynn

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The ACORD name and logo are registered marks of ACORD

JOHNSON MELLOH

SOLUTIONS

TRANSMITTAL LETTER

Date: December 8, 2011

*To: Indianapolis Power and Light Company
1230 West Morris St.
Indianapolis, IN 46221*

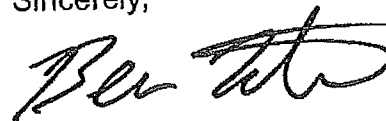
Attn: Sonya Kunkel

RE: Cathedral High School Solar Array Interconnection

Sonya,

Please find the enclosed check for the interconnection fees on Cathedral High School. Interconnection documents were submitted electronically via email on 12/8/11. The fee amount has been calculated as follows: \$50 + \$1/kW (56.84kWdc) = \$106.84.

Sincerely,



Ben Titus, Project Manager

P.O. Box 421070 Indianapolis, IN 46242-1070
(317) 244-5993 Fax: (317) 243-5777

Received On: May 9, 2012
IURC 30-DAY Filing No.: 3006
Indiana Utility Regulatory Commission

Exhibit 2



Application For Interconnection

Level 2**- 2MW or Less

Application Date: 12/5/2011

Applicant Information (Please use the tab key between fields.)

Customer (Applicant) Name: Cathedral High School
Applicant Address: 5225 E 56th St
City/State/Zip Code: Indianapolis, IN 46226
Contact Person: Ed Ryan
Email Address: eryan@Cathedral-Irish.org Phone: (317) 542-1481

Generation Site Information

Service (Site) Address: 5225 E 56th St
City/State/Zip Code: Indianapolis, IN 46226
Phone Number: (317) 542-1481 Lat/Long: 39° 51' N 86° 4' W
Map-Pole Number: Meter No: 0011617

Developer Information

Project Developer Name: Johnson Melloh Solutions Email Address:
btitus@johnsonmelloh.com
Project Developer Address: 5925 Stockberger Place Phone: (317) 244-5993

Please provide names and contact information for other Contractor and Engineering firms involved in the design and installation of the general facilities:

Interconnection Information

Total Generating Capacity Output of Customer Facility (AC Power and Voltage): 50kW @ 480V

Type of Generator: ☒ Inverter-Based ☐ Synchronous ☐ Induction

Power Source: ☒ Solar ☐ Wind ☐ Diesel-fueled Reciprocating Engine
☐ Gas-Fueled Reciprocating Engine ☐ Gas Turbine ☐ Microturbine
☐ Other (Specify)

Is the Equipment "Certified" * as defined by 170 Indiana Administrative Code ("IAC") 4-4.3-5
☒ Yes ☐ No

Indicate all possible operating modes for this generator facility:

☐ Emergency / Standby – Operated when Indianapolis Power & Light Company service is not available. Paralleling is for short durations.

* Certified as defined in 170 IAC 4-4.3-5

** Level 2 as defined in 170 IAC 4-4.3-4(a)



Application For Interconnection Level 2** - 2MW or Less

- ☐ Peak Shaving – Operated during peak demand periods. Paralleling is for extended times.
- ☐ Base Load Power – Operated continuously at a predetermined output. Paralleling is continuous.
- ☐ Cogeneration – Operated primarily to produce thermal energy. Paralleling is extended or continuous.
- ☒ Renewable non-dispatched – Operated in response to an available renewable resource such as solar or wind. Paralleling is for extended times.
- ☐ Other – Describe:

Indicate the intended use of power generated from the proposed facility, subject to all applicable regulatory approvals.

- ☐ Sale of power to IPL by Rate CGS.
- ☒ Sale of power to IPL by Rate REP.
- ☐ Net Metering
- ☐ Internal Usage only
- ☐ Demand Response Resource
- ☐ Other - Explain

Level of Interconnection Review Requested:

- ☒ Level 2** for nameplate rating 2MW or less

For this application to be considered complete, adequate documentation and information must be submitted that will allow Indianapolis Power & Light Company ("IPL") to determine the impact of the generation facilities on IPL's electric system and to confirm compliance by Customer with the provisions of 170 IAC 4-4.3 and IPL's requirements. Typically this should include the following for Level 2 applications:

1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with IPL's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, and current transformers.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.

* Certified as defined in 170 IAC 4-4.3-5

** Level 2 as defined in 170 IAC 4-4.3-4(a)



Application For Interconnection Level 2**- 2MW or Less

6. For Certified* equipment, documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.
7. A description of how the generator system will be operated including all modes of operation.
8. For inverters, the manufacturer name, model number, and AC power rating, Operating manual or link to manufacture's web site containing such manual.
9. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X''d).
10. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

This application is subject to further consideration and study by IPL and the possible need for additional documentation and information from Customer.

Fees

Level 2 Initial Review \$50 plus, \$1/kW of nameplate capacity.
Additional Review¹ Non-binding, good faith cost estimate provided to customer.

¹ Additional Review may be elected by the customer for the case where the facility failed to meet one or more of the applicable requirements and the Initial Review indicated that additional review may enable the Company to approve the application with minor modifications. The applicant cost to conduct the Additional Review is in addition to the initial Review Fee. Actual costs will be billed or credited to the applicant following completion of the Additional review and minor modifications.

Insurance Requirements

The Applicant shall provide evidence of homeowners, commercial or other insurance that provides coverage in the amount of at least \$2 million for Comprehensive General Liability and Contractual Liability.

☒ Evidence of Insurance coverage provided with Application

Reference Documents

170 IAC Customer generator interconnection standards are located at the following web site. <http://www.in.gov/legislative/iac/T01700/A00040.PDF?>

Submittal of Fees, Application and Documentation

Fees - Payment for the Initial Review shall be sent to IPL Distributed Generation Interconnections, Attn: Sonya Kunkel, 1230 W Morris St., Indianapolis, IN 46221. Please make checks payable to Indianapolis Power & Light Co. and include the customer's name and address on the check.

Application and Documentation - Please send the application and all documentation electronically to ipl.interconnection@aes.com using the standard e-mail formatting. All paper copies of documentation should be scanned electronically prior to submittal to IPL.

* Certified as defined in 170 IAC 4-4.3-5

** Level 2 as defined in 170 IAC 4-4.3-4(a)