

Index #: 300 Schedule: DRIT Replacing Schedule: Initial

Territory: Company Wide

MIDWEST ENERGY, INC. DISTRIBUTED RESOURCE INTERCONNECTION TARIFF TABLE OF CONTENTS

1.0 Introduction	304
1.1 Applicability and Exclusions	304
1.2 Definitions	304
1.3 Forms and Agreements	310
2.0 Basic Understandings	311
3.0 Process Overview	313
3.1 Simplified Process	313
3.2 Expedited Process	315
3.3 Standard Process	317
3.4 Time Frames	319
3.5 Fee Schedules	319
Figure 1. Interconnection Process Flow Chart	320
Table 1. Time Frames	324
Table 2. Fee Schedule	325
4.0 Interconnection Requirements	328
4.1 General Design Considerations	328
a. Transient Voltage Conditions	328
b. Noise and Harmonics	329
c. Frequency	329
d. Voltage Level	329
e. Machine Reactive Capability	329
4.2 Protection Requirements for New or Modified Facility Interconnections	330
a. General Requirements	330
b. Protection Responsibility	330
c. Facility Classification	331
d. IEEE 1547 Protection Requirements	331
e. Group 1 Facilities	331

Issued By: Pat Parke,

Chief Executive Officer

Approved or Adopted by Midwest Energy, Inc. Board of Directors: May 27, 2004

Effective Date: May 27, 2004



Index #: 301 Schedule: DRIT Replacing Schedule: Initial

Territory: Company Wide

TABLE OF CONTENTS – CONT.

	f.	Group 2 Facilities	332
	g.	Requirements for Induction and Synchronous Generator Facilities	332
	h.	Additional Requirements for Induction Generator Facilities	335
	i.	Additional Requirements for Synchronous Generator Facilities	336
	4.3 Pr	otection System Testing and Maintenance	336
	a.	Protection System Commissioning Test	336
	b.	Protection System Maintenance	337
	c.	Protection System Monitoring	337
	4.4 Pr	otection Requirements – Momentary Paralleling of Standby Generators	337
	4.5 Pr	otection System Changes	338
5.0	Respo	onsibility for Costs of Interconnecting a Facility	339
	5.1 Re	eview and Study Costs	339
	5.2 In	terconnection Equipment Costs	339
	5.3 Sy	stem Modification Costs	339
	5.4 Se	paration of Costs	339
	5.5 No	ormal Payment Procedure	340
	5.6 Se	curity and Creditworthiness	340
6.0	Opera	iting Requirements	341
	6.1 Ge	eneral Operating Requirements	341
		Adverse Effects; Non-interference	
	6.3 Sa	fe Operations and Maintenance	342
	6.4 Ac	ccess to Equipment and Information	342
	a.	Company and Interconnecting Customer Representatives	342
	b.	Company Right to Access Company-Owned Facilities and Equipment	342
	c.	Right to Review Information	343
	6.5 No	otice of Operation	343
7.0	Disco	nnection	344
	7.1 Te	mporary Disconnection	344
	a.	Emergency Conditions	344

Issued By: Pot Dake

Chief Executive Officer

Effective Date: May 27, 2004



Index #: 302 Schedule: DRIT Replacing Schedule: Initial

Territory: Company Wide

TABLE OF CONTENTS – CONT.

b.	Routine Maintenance, Construction and Repair	. 344
c.	Forced Outages	. 344
d.	Non-Emergency Adverse Operating Effects	. 345
e.	Modification of the Facility	. 345
f.	Reconnection	. 345
7.2 Pe	rmanent Disconnection	. 345
8.0 Meter	ring, Monitoring, and Communication	. 346
8.1 M	etering, Related Equipment and Billing Options	. 346
8.2 N	letering Types	. 347
8.3 Ac	Iditional Monitoring and Communication Requirements	. 348
9.0 Confid	dentiality	. 349
10.0 Insu	rance Requirements	. 350
10.1	General Liability	. 350
10.2	Insurer Requirements and Endorsements	. 350
10.3	Evidence of Insurance	. 351
Exhibit A	Simplified Process Interconnection Application and Service Agreement	. 352
Exhibit B	Expedited/Standard Process Interconnection Application	. 358
Exhibit C	Supplemental Review Agreement	. 364
Exhibit D	Impact Study Agreement	. 365
Exhibit E	Detailed Study Agreement	. 369
Exhibit F	nterconnection Service Agreement	. 373
List of	Attachments to Exhibit F	. 380
Attacl	nment 6: Third Party Acknowledgment Agreement	. 381

ssued By: Not Warke, Chief Executive Officer Effective Date: May 27, 2004



Index #: 304 Schedule: DRIT

Replacing Schedule: DRIT

Territory: Company Wide

MIDWEST ENERGY, INC. DISTRIBUTED RESOURCE INTERCONNECTION TARIFF

1.0 Introduction

This document ("Interconnection Tariff") describes the processes and requirements for distributed resource interconnections with the Company's electric delivery system (EDS).

1.1 Applicability and Exclusions

This Interconnection Tariff applies solely to interconnections with the Company EDS including secondary service drops, distribution lines (typically radial circuits at voltages less than 15 kV) and transmission lines where interconnection procedures are not specified by the FERC. The procedure for momentary paralleling to the Company EDS with back-up generation is described within Section 4.0 Interconnection Requirements. If the generator facility will always be isolated from the Company's EDS, (i.e., it will never operate in parallel to the Company's EDS), this Tariff does not apply.

This Interconnection Tariff does not cover provisions for service to the Interconnecting Customer. Refer to the Company's standard rate schedules and Terms and Conditions for retail service.

This Interconnection Tariff does not cover the use of the Company's distribution or transmission system to export power, either to other utility systems or to other Customers on Company's EDS. Refer to the Company's Renewable Parallel Service tariff (Schedule PS) for the purchase of excess renewable generation from Customer-generator facilities (CGFs).

1.2 Definitions

The following words and terms, when used in this Tariff and associated exhibits and attachments, shall have the following meanings, unless the context clearly indicates otherwise.

Affected system: Any neighboring EDS not under the control of the Company.

Issued By: Not Path Chief Executive Officer Effective Date: May 24, 2008



Index #: 305
Schedule: DRIT

Replacing Schedule: DRIT

Territory: Company Wide

1.0 Introduction - Cont.

Affiliate: A person or entity that controls, is controlled by, or is under common control with a party.

Anti-islanding: Describes the ability of a CGF to avoid unintentional islanding through some form of active control technique.

Applicant: A person who has filed an application to interconnect a Customer-generator facility to Midwest Energy's electric delivery system.

Application: The request for interconnection provided by Interconnecting Customer to the Company in the form shown in Exhibits A and B, which initiates the interconnection process.

Area EPS (Electric power system): The Company's electric delivery system. This term is used in the IEEE 1547 standard.

Certified: Meets criteria set forth for the expedited approval process. CGFs certified by the States of California and New York shall be considered as certified for purposes of this Interconnection Tariff.

Company: Midwest Energy, Inc.

Company EDS: The electric delivery system owned, controlled or operated by the Company used to provide delivery service to its Customers. It includes lines and equipment that may be classified as either "distribution" or "transmission" for other regulatory purposes.

Company standards: Midwest Energy standards for construction, operations, and maintenance of the Company EDS.

Customer: The person or entity taking retail electric service at the CGF location, or if no retail electric service is being taken, the owner/operator of the CGF. For purposes of this tariff, the terms "Customer" and "Interconnecting Customer" are used interchangeably and should not be construed as different persons or entities.

Customer-generator: A Customer that generates electricity on the Customer's side of the PCC.

Customer-generator facility (CGF): A source of electricity that is located on the Interconnecting Customer's side of the PCC and all facilities ancillary and appurtenant thereto, including interconnection equipment, which the Interconnecting Customer requests to interconnect with the Company EDS.

Detailed study: The final phase of engineering study, if necessary, to be conducted by the Company to determine if substantial system modifications to its EDS are required.

ssued By: Not Warken, Chief Executive Officer Effective Date: May 24, 2008



Index #: 306
Schedule: DRIT

Replacing Schedule: DRIT

Territory: Company Wide

1.0 Introduction – Cont.

Distributed generation (DG): Electric generation facilities connected to the EDS through a PCC; a subset of DR.

Distributed resource (DR): A source of electric power not directly connected to a bulk power transmission system. DR includes both generators and energy storage technologies.

EDS (Electric delivery system): The Company's system used to provide electric delivery service to Customers. It includes lines and equipment that may be classified as either "distribution" or "transmission" for other regulatory purposes.

Equipment package: A group of components connecting a distributed resource with an electric delivery system that includes all interface equipment including switchgear, inverters, or other interface devices. An equipment package may include an integrated generator or electric source.

Expedited process: As described in Section 3.2, process steps for certified CGFs from initial application to final written authorization, using a set of technical screens to determine grid impact.

Export(ing) power: Generating power in excess of the needs of the Interconnecting Customer at the CGF location. Except for CGFs of 100 kW capacity or less, exporting power requires wheeling and/or purchase power agreements not included in this Interconnection Tariff.

Fault current: Electrical current that flows through a circuit and is produced by an electrical fault, such as phase-to-ground and phase-to-phase. A fault current is several times larger in magnitude than the current that normally flows through a circuit.

FERC: Federal Energy Regulatory Commission.

Good utility practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

IEEE: Institute of Electrical and Electronic Engineers.

Issued By: Not Path Chief Executive Officer Effective Date: May 24, 2008



Index #: 307 Schedule: DRIT Replacing Schedule: DRIT

Territory: Company Wide

1.0 Introduction - Cont.

IEEE standards: The standards published by the Institute of Electrical and Electronic Engineers, available at www.ieee.org.

Impact study: The engineering study conducted by the Company under the standard process to determine the scope of the required modifications to its EDS and/or the CGF to provide the requested interconnection service.

In-service date: The date on which the CGF and system modifications (if applicable) are complete and ready for service, even if the CGF is not placed in service on or by that date. **Interconnecting Customer (IC):** The Customer.

Interconnection agreement: An agreement for interconnection service between the Interconnecting Customer and the Company, the forms of which are provided in Exhibits A and F. The agreement includes any amendments or supplements thereto entered into by the Interconnecting Customer and the Company.

Islanding: A situation where electrical power remains in a portion of the Company EDS when the Company's transmission or distribution system has ceased providing power for any reason (emergency conditions, planned outages, etc.). Islanding may be intentional, such as when certain segregated loads in a Customer's premises are provided power by a CGF after being isolated from the Company EDS after a power failure. Unintentional islanding is to be strictly avoided.

Isolated: The state of operating the CGF when electrically disconnected from the Company EDS on the Interconnecting Customer's side of the PCC.

KCC: The Kansas Corporation Commission.

Local EPS (Electric Power System): The Customer premises within which are contained the CGF. This term is used in the IEEE 1547 standard.

Metering point: For meters that do not use instrument transformers, the point at which the billing meter is connected. For meters that use instrument transformers, the point at which the instrument transformers are connected.

Non-islanding: The ability of a CGF to avoid unintentional islanding through the operation of its interconnection equipment.

Parallel: The state of operating the CGF when electrically connected to the Company EDS (sometimes known as grid-parallel).

Parties: Generally, the Company and the Interconnecting Customer.

Issued By: Not Path Chief Executive Officer Effective Date: May 24, 2008



Index #: 308 Schedule: DRIT Replacing Schedule: DRIT

Territory: Company Wide

1.0 Introduction – Cont.

Point of Common Coupling (PCC): The point where the Interconnecting Customer's local electric power system connects to the Company EDS, such as the electric power revenue meter or premises service transformer. The point in the interconnection of a CGF with an electric delivery system at which the harmonic limits are applied and shall have the same meaning as in IEEE Standard 1547.

Point of delivery: A point on the Company EDS where the Interconnecting Customer makes capacity and energy available to the Company. Unless otherwise specified in the interconnection agreement, the point of delivery shall be the point of common coupling. **Point of receipt:** A point on the Company EDS where the Company delivers capacity and energy to the Interconnecting Customer. Unless otherwise specified in the interconnection agreement, the point of receipt shall be the point of common coupling. **Qualified facility:** A CGF that complies with UL 1741 (which itself incorporates IEEE 929). This term should not be confused with *PURPA qualifying facility*.

Radial distribution circuit: Electrical service from Company's EDS consisting of one primary circuit extending from a single substation or transmission supply point arranged such that the primary circuit serves one or more standard service customers and/or Interconnecting Customers in a particular local area.

Screen(s): Criteria by which the Company will determine if a proposed CGF's installation will adversely impact the Company EDS in the simplified and expedited processes as set forth in Sections 3.1 and 3.2 and Figure 1.

Simplified process: As described in Section 3.1, process steps from initial application to final written authorization for CGFs that are under 10kW, qualified, and inverter-based.

SPP: Southwest Power Pool

Standard process: As described in Section 3.3, process steps from initial application to final written authorization for CGFs that do not qualify for simplified or expedited treatment.

Supplemental review: Additional engineering study to evaluate the potential impact of the CGF on the Company EDS so as to determine any requirements for processing the application through the expedited process.

System modification: Modifications or additions to the Company EDS for the benefit of the Interconnecting Customer.

ssued By: Not Warke, Chief Executive Officer Effective Date: May 24, 2008



Index #: 309
Schedule: DRIT

Replacing Schedule: DRIT

Territory: Company Wide

1.0 Introduction – Cont.

Unintentional islanding: A situation where the electrical power from the CGF continues to supply a portion of the Company EDS past the PCC when the Company's transmission or distribution system has ceased providing power for any reason (emergency conditions, planned outages, etc.).

1.3 Forms and Agreements

The following documents for the interconnection process are included as Exhibits:

- 1. Application Forms
 - a. Exhibit A: Simplified Process Interconnection Application and Service Agreement (2 10 KW qualified inverter based; includes interconnection agreement for simplified projects)
 - b. Exhibit B: Expedited/Standard Process Interconnection Application
- 2. Exhibit C: Supplemental Review Agreement (for those projects which have failed one or more screens in the expedited process)
- 3. Exhibit D: Impact Study Agreement (under the standard process)
- 4. Exhibit E: Detailed Study Agreement (for the more detailed study under the standard process which requires substantial system modifications)
- 5. Exhibit F: Interconnection Service Agreement (used for expedited and standard processes) and required attachments to Exhibit F (1 Definitions; 2 Description of Generator Facilities; 3 Description of System Modifications; 4 Costs of System Modification and Payment Terms; 5 Special Operating Requirements)

ssued By: Not Warke, Chief Executive Officer Effective Date: May 24, 2008



Index #: 310 Schedule: DRIT Replacing Schedule: DRIT

Territory: Company Wide

Index 310 Reserved for Future Use

ssued By: <u>Not Plank</u>, Chief Executive Officer Effective Date: May 24, 2008



Index #: 311
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

MIDWEST ENERGY, INC. DISTRIBUTED RESOURCE INTERCONNECTION TARIFF

2.0 Basic Understandings

- a. Interconnecting Customer intends to install a CGF on the Interconnecting Customer's side of the PCC that will be connected electrically to the Company EDS and operate in parallel, synchronized with the voltage and frequency maintained by the Company during all operating conditions. It is the responsibility of the Interconnecting Customer to design, procure, install, operate, and maintain all necessary equipment on their property for connection to the Company EDS.
- b. The Interconnecting Customer and the Company shall enter into an interconnection agreement to provide for parallel operation of an Interconnecting Customer's CGF with Company EDS. Forms of interconnection agreements are attached as Exhibits A and F. Standard forms of agreement may be modified by mutual consent of the parties.
- c. The interconnection of the CGF with the Company EDS must be reviewed for potential impact on the Company EDS under the processes described in Section 3 and meet the technical requirements in Section 4, and must be operated as described under Sections 6 and 7. In order to meet these requirements, an upgrade or other modifications to the Company EDS may be necessary. Subject to the requirements contained in this Interconnection Tariff, the Company shall modify the Company EDS accordingly. Unless otherwise specified, the Company will build and own, as part of the Company EDS, all facilities necessary to interconnect the Company EDS with the CGF up to and including terminations at the PCC. The Interconnecting Customer shall pay all system modification costs as outlined herein.

ssued By: Not Wake, Chief Executive Officer Effective Date: May 24, 2004



Index #: 312 Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

2.0 Basic Understandings – cont.

- d. The Interconnecting Customer should consult the Company before designing, purchasing and installing any generation equipment, in order to verify the nominal voltages, frequency, and phase characteristics of the service to be supplied, the capacity available, and the suitability of the proposed equipment for operation at the intended location. Attempting to operate a generator at other than its nameplate characteristics may result in unsatisfactory performance or, in certain instances, injury to personnel and/or damage to equipment. The Interconnecting Customer will be responsible for ascertaining from the Company and the Company will diligently cooperate in providing the service characteristics of the Company EDS at the proposed PCC.
- e. The Company will in no way be responsible for damages to Customer's or Interconnecting Customer's facilities sustained as a result of the Interconnecting Customer's failure to ascertain the service characteristics at the proposed PCC. The CGF should operate in such a manner that does not compromise or conflict with the safety or reliability of the Company EDS. If it is determined after the in-service date that Interconnecting Customer's generator facility is causing safety or reliability problems on the Company EDS, Company shall have the right to disconnect the CGF. Interconnecting Customer shall be responsible for costs of any system modifications made after the in-service date to accommodate CGF operation.
- f. The Interconnecting Customer should design its equipment in such a manner that faults or other disturbances on the Company EDS do not cause damage to the Interconnecting Customer's equipment. Authorization to interconnect will be provided once the Interconnecting Customer has met all terms of the interconnection process as outlined below.

ssued By: Not Wake, Chief Executive Officer Effective Date: May 24, 2004



Index #: 313
Schedule: DRIT

Replacing Schedule: Initial
Territory: Company Wide

MIDWEST ENERGY, INC.
DISTRIBUTED RESOURCE INTERCONNECTION TARIFF

3.0 Process Overview

There are three interconnection review paths for interconnection of Interconnecting Customer's CGF. They are described below and detailed in Figure 1 with accompanying notes. Tables 1 and 2, respectively, describe the timelines and fees for these paths. Unless otherwise noted, all times in the tariff reference Company business days under normal work conditions.

Simplified – For qualified inverter-based CGFs with a power rating of ten (10) kW or less on radial circuits under certain conditions. (See Section 3.1.)

Expedited – For certified CGFs that pass certain pre-specified screens on radial circuits. (See Section 3.2.)

Standard – For all generating facilities not qualifying for either the simplified or expedited interconnection review processes that have a power rating of twenty (20) MW or less on radial circuits. (See Section 3.3.)

All potential Interconnecting Customers without respect to CGF ownership, dispatch control, or prime mover that plan to operate in parallel with the Company EDS must submit a completed application and pay the appropriate application fee to the Company. The application will be acknowledged by the Company, and the Interconnecting Customer will be notified of the application's completeness. Interconnecting Customers who are not likely to qualify for the simplified or expedited processes may opt to go directly into the standard process path. All other Interconnecting Customers must proceed through a series of screens to determine their ultimate interconnection path.

3.1 Simplified Process

Interconnecting Customers using qualified (UL 1741) inverter-based generator facilities with power ratings of ten (10) kW or less requesting an interconnection on radial distribution circuits where the aggregate CGF capacity on the circuit is less than 7.5 percent of the circuit annual peak load qualify for simplified interconnection. This is the fastest and least costly interconnection path. The simplified process includes these steps:

ssued By: Not Warken, Chief Executive Officer Effective Date: January 1, 2023



Index #: 314 Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

3.0 Process Overview – cont.

- 1. Interconnecting Customer submits completed Simplified Process Interconnection Application and Service Agreement (Exhibit A).
- 2. Company acknowledges to the Interconnecting Customer receipt of the application within three (3) business days of receipt.
- 3. Company evaluates the application for completeness and notifies the Interconnecting Customer within ten (10) business days of receipt that the application is complete and accepted or is not complete and what information is missing.
- 4. Company verifies CGF equipment passes screens 1, 2, and 3 in Figure 1.
- 5. Company signs application installation approval line and sends to Customer. In certain rare instances, the Company may require the Interconnecting Customer to pay for minor system modifications. If the Interconnecting Customer does not substantially complete construction within twelve (12) months after receiving approval from the Company, the Company will require the Interconnecting Customer to reapply for interconnection.
- 6. Upon receipt of Company-signed application and completion of installation, Interconnecting Customer returns Certificate of Completion (included with Exhibit A) to Company. Company may inspect CGF for compliance with standards and may arrange for a witness test.
- 7. The Interconnecting Customer has no right to operate in parallel until a witness test has been satisfactorily performed according to this Interconnection Tariff and Company standards, unless the witness test was previously waived by the Company on the application form. If the witness test is not satisfactory, the Company has the right to disconnect the CGF. The Company is obligated to complete this witness test within ten (10) business days of receipt of the Certificate of Completion. If the Company does not inspect within ten (10) business days or later by mutual agreement of the parties, the witness test is deemed waived.
- 8. When the inspection/witness test is satisfactory, Company notifies Interconnecting Customer in writing that interconnection is authorized.

A simplified interconnection is generally provided at no cost to the Customer. Additional protection equipment not included with the certified generator or interconnection equipment package may be added at the Company's discretion as long as the performance of the system is not negatively impacted in any way and the

Chief Executive Officer Effective Date: January 1, 2023



Index #: 315
Schedule: DRIT
Replacing Schedule: Initial

Territory: Company Wide

3.0 Process Overview - cont.

Customer is not charged for any equipment in addition to that which is included in the certified equipment package.

3.2 Expedited Process

Interconnecting Customers not qualifying for the simplified process or not in the standard process must pass a series of screens before qualifying for expedited interconnection. Depending on whether one or more screens are passed, additional steps may be required. The expedited process includes these steps:

- 1. Interconnecting Customer submits an Expedited/Standard Process Interconnection Application (Exhibit B).
- 2. Company acknowledges to the Interconnecting Customer receipt of the application within three (3) business days of receipt.
- 3. Company evaluates the application for completeness and notifies the Interconnecting Customer within ten (10) business days of receipt that the application is or is not complete and what information is missing.
- 4. Company then conducts an initial review which includes applying the screening methodology (Screens 1 through 8 in Figure 1).
- 5. Company reserves the right to conduct internal studies if deemed necessary and at no additional cost to the Interconnecting Customer, such as but not limited to: protection review, aggregate harmonics analysis review, aggregate power factor review and voltage regulation review. Likewise, when the proposed interconnection may result in reversed load flow through the Company's load tap changing transformer(s) or line voltage regulator(s), control modifications necessary to mitigate the effects may be made to these devices by the Company at the Interconnecting Customer's expense or the CGF may be required to limit its output so reverse load flow cannot occur or to provide reverse power relaying that trips the CGF.

ssued By: Not Wake, Chief Executive Officer Effective Date: January 1, 2023



Index #: 316
Schedule: DRIT

Replacing Schedule: Initial
Territory: Company Wide

3.0 Process Overview – cont.

- 6. As part of the expedited process, the Company will assess whether any system modifications are required for interconnection, even if the project passes all of the applicable screens. If the needed modifications are minor, that is, the requirement can be determined within the time allotted through the application fee and any internal studies, then the modification requirements, reasoning, and costs for these minor modifications will be identified and included in the executable Interconnection Service Agreement (Exhibit F). If the requirements cannot be determined within the time and cost allotted in the initial review and any internal studies, the Company may require that the project undergo additional review to determine those requirements. The time allocated for additional review is a maximum of ten (10) hours of engineering time.
- 7. If after this review, the Company still cannot determine the requirements, the Company will document the reasons why and will meet with the Interconnecting Customer to determine how to move the process forward to the parties' mutual satisfaction. In all cases, the Interconnecting Customer will pay for the cost of modifications as outlined in Section 5.
- 8. Assuming all applicable screens are passed, Company sends the Interconnecting Customer an executable Interconnection Service Agreement (Exhibit F) and a quote for any required system modifications or reasonable witness test costs.
- 9. If one or more screens are not passed, the Company will provide a Supplemental Review Agreement (Exhibit C). If the Interconnecting Customer executes the agreement, the Company will conduct the review. If the supplemental review determines the requirements for processing the application through the expedited process including any system modifications, then the modification requirements, reasoning, and costs for these modifications as defined in Section 5 will be identified and included in an executable Interconnection Service Agreement sent to the Interconnecting Customer for execution. If the supplemental review does not determine the requirements, it will include a proposed Impact Study Agreement (Exhibit D) as part of the standard process which will include an estimate of the cost of the study. Even if a proposed project initially fails a particular screen in the expedited process, if supplemental review shows that it can return to the expedited process then it will do so. Supplemental review includes up to ten (10) hours of engineering time.

ssued By: Not Wake, Chief Executive Officer Effective Date: January 1, 2023



Index #: 317
Schedule: DRIT

Replacing Schedule: Initial
Territory: Company Wide

3.0 Process Overview – cont.

10. Interconnecting Customer returns the signed Interconnection Service Agreement which is then executed by the Company.

- 11. Interconnecting Customer completes installation and, upon receipt of payment, the Company completes system modifications, if required.
- 12. Company inspects completed installation for compliance with standards and attends witness test, if required.
- 13. Assuming inspection is satisfactory, Company notifies Interconnecting Customer in writing that interconnection is authorized.

3.3 Standard Process

The standard process has the longest maximum time duration and highest potential costs. There are two ways to enter the standard process:

- 1. Interconnecting Customers may choose to proceed immediately to the standard process.
 - a. Interconnecting Customer submits an Expedited/Standard Process Interconnection Application (Exhibit B).
 - b. Company acknowledges to the Interconnecting Customer receipt of the application within three (3) business days of receipt.
 - c. Company evaluates the application for completeness and notifies the Interconnecting Customer within ten (10) business days of receipt that the application is or is not complete and what information is missing.
- 2. Based upon the results of the initial and supplemental reviews, Interconnecting Customers applying under the simplified or expedited process may be required to enter the standard process.

The standard process includes these steps:

- 1. The Company will conduct an initial review that includes a scoping meeting/discussion with the Interconnecting Customer (if necessary) to review the application. At the scoping meeting the Company will provide pertinent information such as:
 - a. The available fault current at the proposed location;
 - b. The existing peak loading on the lines in the general vicinity of the CGF;
 - c. The configuration of the transmission or distribution lines.

Issued By: Note that I chief Executive Officer Effective Date: January 1, 2023



Index #: 318
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

3.0 Process Overview - cont.

- 2. Company provides an Impact Study Agreement (Exhibit D), including a cost estimate for the study. Where there are other potentially affected systems, and no single party is in a position to prepare an impact study covering all potentially affected systems, the Company will coordinate but not be responsible for the timing of any studies required to determine the impact of the interconnection request on other potentially affected systems. The Interconnecting Customer will be directly responsible to the potentially affected system operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially affected systems.
- 3. Once the Interconnecting Customer executes the Impact Study Agreement and pays pursuant to the terms thereof, the Company will conduct the impact study.
- 4. If the Company determines, in accordance with good utility practice, that the system modifications to the Company EDS are not substantial, the impact study will determine the scope and cost of the modifications as defined in Section 5. If the Company determines, in accordance with good utility practice, that the system modifications to the Company EDS are substantial, the impact study will produce an estimate for the modification costs (within ±25 percent) and a Detailed Study Agreement (Exhibit E) and cost for Interconnecting Customer's approval.
- 5. After the Interconnecting Customer executes the Detailed Study Agreement and pays pursuant to the terms thereof, the Company will conduct the detailed study.
- 6. Upon completion of any necessary studies, the Company shall send the Interconnecting Customer an executable Interconnection Service Agreement (Exhibit F) including a quote for any required system modifications and reasonable witness test costs.
- 7. Interconnecting Customer returns signed Interconnection Service Agreement.
- 8. Interconnecting Customer completes installation and Company completes system modifications, if required.
- 9. Company inspects completed installation for compliance with requirements and attends witness test, if required.
- 10. Assuming inspection is satisfactory, Company notifies Interconnecting Customer in writing that interconnection is authorized.

Issued By: Pat Make, Chief Executive Officer Effective Date: January 1, 2023



Index #: 319
Schedule: DRIT
Replacing Schedule: Initial

Territory: Company Wide

3.0 Process Overview - cont.

3.4 Time Frames

Unless otherwise noted, all days in this tariff reference Company business days under normal work conditions.

Table 1 shows the maximum timeframes allowed under the simplified, expedited, and standard review processes. The maximum time allowed for the Company to execute the entire simplified process is fifteen (15) days. The maximum time allowed for the Company to execute the entire expedited process on a radial system is forty (40) days where no supplemental review is needed and sixty (60) days where it is needed. The maximum time allowed for the Company to execute the entire standard process is 125 days for the standard review process if the Customer goes directly to standard review and 150 days if the Customer goes from the expedited process into standard review. The Company clock is stopped when awaiting information from Interconnecting Customers. Any delays caused by Interconnecting Customer will interrupt the applicable clock. Moreover, if an Interconnecting Customer fails to act expeditiously to continue the interconnection process or delays the process by failing to provide necessary information within the longer of fifteen (15) days or half the time allotted to the Company to perform a given step, or as extended by mutual agreement, then the Company may terminate the application and the Interconnecting Customer must re-apply. However, the Company will be required to retain the work previously performed in order to reduce the initial and supplemental review costs incurred for a period of no less than one (1) year. Notwithstanding these maximum time frames, the Company shall endeavor to meet the Customer's needs.

ssued By: Not Warken, Chief Executive Officer Effective Date: January 1, 2023

Index #: 320
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

3.0 Process Overview - cont.

3.5 Fee Schedules

Table 2 shows the fees required for Interconnecting Customers to apply for interconnection. All interconnection applications will pay the applicable fee listed on the application, plus \$125/hour up to ten (10) hours (\$1,250) for supplemental review, when applicable, plus the actual cost as defined in Section 5 of any required system modifications. Those on the standard process path would pay the same application fee as in the expedited path as well as the actual cost as defined in Section 5 of any required system modifications, plus the actual cost of any impact and facility studies, if required.

Figure 1: Midwest Energy DR Interconnection Process Interconnecting Customer submits complete application and application fee. No Interconnecting Customer 1. Is the point of common coupling on a radial opts for standard process distribution system? No Is the aggregate generating facility capacity on the circuit less than 7.5 percent of circuit annual peak load? (Note 1) Yes Does the facility use a qualified inverter (UL 1741) with a Perform Standard power rating of 10 KW or less? Supplemental process review. initial review Does the facility pass all the following screens? Is the facility certified? (Note 2) Yes No Is the starting voltage drop screen met? (Note 3) 6. Is the fault current contribution screen met? (Note 4) 7. Is the service configuration screen met? (Note 5) 8. Is the transient stability screen met? (Note 6) Does supplemental review Yes determine requirements? Yes Company provides cost estimate and System modification check schedule for interconnection study(ies). Interconnecting Customer accepts. Company performs impact and detailed (if required) study(ies). Facility processed for Facility processed for Facility processed for standard interconnection simplified interconnection expedited interconnection

Issued By: Not Wake, Chief Executive Officer Effective Date: January 1, 2023



Index #: 321 Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

3.0 Process Overview – cont.

Explanatory Notes to Accompany Figure 1

Note 1. On a typical radial distribution circuit ("feeder") the annual peak load is measured at the substation circuit breaker, which corresponds to the supply point of the circuit. A circuit may also be supplied from a tap on a higher-voltage line, sometimes called a sub-transmission line. On more complex radial circuits, where bidirectional power flow is possible due to alternative circuit supply options ("loop service"), the normal supply point is the loop tap.

Note 2. California and New York have adopted certification rules for expediting application review and approval of CGF interconnections to utility electric delivery systems. CGFs in these states must meet the applicable commission-approved certification tests and criteria to qualify for the expedited process. Since the certification criterion is based on testing results from recognized national testing laboratories, the Company will accept CGFs certified in California or New York as candidates for the expedited process. It is the Interconnecting Customer's responsibility to determine if, and submit verification that, the proposed CGF has been certified in California or New York.

Underwriters Laboratories Inc. ("UL") standard UL 1741, "Inverters, Converters and Charge Controllers for Use in Independent Power Systems", addresses the electrical protection functionality of independent power systems. UL 1741 compliance is established by nationally recognized testing laboratories. Interconnecting Customers should contact the CGF supplier to determine if it has been listed to this standard.

The IEEE 1547 Standard includes design specifications and provides technical and test specifications for CGFs rated up to ten (10) MVA. To meet the IEEE standard, Interconnecting Customers must provide information or documentation that demonstrates how the CGF is in compliance with the IEEE 1547 Standard. A CGF will be deemed to be in compliance with the IEEE 1547 Standard if the Company previously determined it was in compliance. However, the Interconnecting Customer must provide immediate verbal notice and written notice within three (3) days after the in-service date of any CGF modifications that may affect IEEE 1547 Standard compliance. Applicants who can demonstrate CGF compliance with either the UL 1741 or IEEE 1547 standard will be eligible for the expedited process.

Effective Date: January 1, 2023



Index #: 322
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

3.0 Process Overview - cont.

Note 3. This screen only applies to CGFs that start by motoring the generating unit(s) or the act of connecting synchronous generators. The voltage drops should be less than the criteria below. There are two options in determining whether starting voltage drop could be a problem. The option to be used is at the Company's discretion:

Option 1: The Company may determine that the CGF's starting inrush current is equal to or less than the continuous ampere rating of the CGF's service equipment.

Option 2: The Company may determine the impedances of the service distribution transformer (if present) and the secondary conductors to the CGF's service equipment and perform a voltage drop calculation. Alternatively, the Company may use tables or nomographs to determine the voltage drop. Voltage drops caused by starting a generating unit as a motor must be less than 2.5 percent for primary interconnections and five (5) percent for secondary interconnections.

Note 4. The purpose of this screen is to ensure that fault (short-circuit) current contributions from all CGFs will have no significant impact on the Company's protective devices and EDS. All of the following criteria must be met when applicable:

- a. The proposed CGF, in aggregation with other generation on the circuit, will not contribute more than ten (10) percent to the circuit's maximum fault current under normal operating conditions at the point on the high voltage (primary) level nearest the proposed PCC.
- b. The proposed CGF, in aggregate with other generation on the circuit, will not contribute fault current that causes any protective devices and equipment (including but not limited to substation breakers, fuse cutouts, and line reclosers), or Interconnecting Customer equipment on the EDS to exceed eighty (80) percent of the short-circuit interrupting capability. In addition, the proposed CGF will not be installed on a circuit on which the available fault current already exceeds eighty (80) percent of the short-circuit interrupting capability.
- c. When measured at the secondary side (low side) of a shared distribution transformer, the short-circuit contribution of the proposed CGF must be less than or equal to 2.5 percent of the interrupting rating of the Company's service equipment.

Coordination of fault-current protection devices and systems will be examined as part of this screen. Upgrades of protective devices to allow interconnection shall be included in the scope of system modifications, the costs and payment responsibility of which will be determined as set forth in this Tariff.

ssued By: Not Warken, Chief Executive Officer Effective Date: January 1, 2023



Index #: 323 Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

3.0 Process Overview – cont.

Note 5. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over voltages on the Company EDS due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line	Type of Interconnection to Primary	Result/Criteria
Туре	Distribution Line	
Three-phase, three wire	3-phase or single phase, phase-	Pass Screen
	to-phase	
Three-phase, four wire	Effectively grounded 3- phase or	Pass Screen
	single-phase, line-to-neutral	

If the proposed generator is to be interconnected on a single-phase transformer shared secondary, the aggregate generation capacity on the shared secondary, including the proposed generator, will not exceed twenty (20) kVA.

If the proposed generator is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition will not create an imbalance between the two sides of the 240 volt service of more than twenty (20) percent of nameplate rating of the service transformer.

Note 6. The proposed CGF, in aggregate with other CGFs interconnected to the distribution low voltage side of the substation transformer feeding the distribution circuit where the CGF proposes to interconnect, will not exceed ten (10) MW in an area where there are known or posted transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission voltage level buses from the PCC). Company shall endeavor to notify Interconnecting Customer of any known stability limitations.

Issued By: Note that I also the Chief Executive Officer Effective Date: January 1, 2023

Index #: 324 Schedule: DRIT Replacing Schedule: Initial

Territory: Company Wide

3.0 Process Overview – cont.

Table 1: Time Frames (Note 1)

	Re	view Process	
	Simplified	Expedited	Standard
Acknowledge Receipt of Application	3 days	3 days	3 days
Review Application for Completeness	10 days	10 days	10 days
Complete Review of All Screens	10 days	25 days	N/A
Complete Supplemental Review (if needed)	N/A	20 days	N/A
Complete Standard Process Initial Review	N/A	N/A	20 days
Send Follow-on Studies Cost/Agreement	N/A	N/A	5 days
Complete Impact Study (if needed)	N/A	N/A	55 days
Complete Detailed Study (if needed)	N/A	N/A	30 days
Send Executable Agreement (Note 2)	Done	10 days	15 days
Total Maximum Days (Note 3)	15 days	40/60 days (Note 4)	125/150 days (Note 5)
Notice/Witness Test	<1 day with 10 day notice or by mutual agreement	1-2 days with 10 day notice or by mutual agreement	By mutual agreement

ssued By: <u>Pot Wake</u>, Chief Executive Officer Effective Date: January 1, 2023

Index #: 325 Schedule: DRIT Replacing Schedule: Initial

Territory: Company Wide

3.0 Process Overview - cont.

Table 2: Fee Schedule

		Review Proce	ss
	Simplified	Expedited	Standard
Application Fee (covers screening analyses)	\$125	\$3/KW, minimum \$300, maximum \$2,500	\$3/KW, minimum \$300, maximum \$2,500
Supplemental Review or Additional Review (if applicable)	N/A	Up to 10 engineering hours at \$125/hr (\$1,250 maximum) (Note 2)	N/A
Standard Interconnection Initial Review	N/A	N/A	Included in application fee (if applicable)
Impact and Detailed Study (if required)	N/A	N/A	Actual cost (Note 3)
Facility Upgrades	N/A (Note 4)	Actual cost	Actual cost
O&M (Note 5)	N/A	TBD	TBD
Witness Test	0	Actual cost, up to \$300 + travel time (Note 6)	Actual cost

ssued By: Not Wake, Chief Executive Officer Effective Date: January 1, 2023



Index #: 326
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

3.0 Process Overview – cont.

Explanatory Notes to Accompany Tables 1 and 2

Table 1: Time Frames

Note 1. All days listed apply to Company business days under normal work conditions. All numbers in this table assume a reasonable number of applicants under review. All timelines may be extended by mutual agreement. Any delays caused by Interconnecting Customer will interrupt the applicable clock. Moreover, if an Interconnecting Customer fails to act expeditiously to continue the interconnection process or delays the process by failing to provide necessary information within the longer of fifteen (15) days or half the time allotted to the Company to perform a given step, or as extended by mutual agreement, then the Company may terminate the application and the Interconnecting Customer must reapply. However, the Company will be required to retain the work previously performed in order to reduce the initial and supplemental review costs incurred for a period of no less than one (1) year.

Note 2. Company delivers an executable agreement form. Once the Interconnection Service Agreement is delivered by the Company, any further modification and timetable will be established by mutual agreement.

Note 3. Individual step totals shown in columns exceed the maximum target. Company shall endeavor to meet total maximum days target.

Note 4. Shorter time applies to expedited process without supplemental review, longer time applies to expedited process with supplemental review.

Note 5. 125 day maximum applies to an Interconnecting Customer opting to begin directly in standard process, and 150 days is for an Interconnecting Customer who goes through initial expedited process first. In both cases this assumes that both the impact and Company facilities studies are needed. If the detailed study is not needed, the timelines will be shorter.

Issued By: Note that I chief Executive Officer Effective Date: January 1, 2023



Index #: 327
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

3.0 Process Overview - cont.

Table 2: Fee Schedule

Note 1. If the Company determines that the CGF does not qualify for the simplified process, it will let the Interconnecting Customer know what the appropriate fee is.

- **Note 2.** Supplemental review and additional review are addressed in Section 3.2.
- **Note 3.** This is the actual cost only attributable to the applicant. Any costs not expended from the application fee previously collected will go toward the costs of these studies.
- **Note 4.** Not applicable except in certain rare cases where a system modification would be needed. If so, the modifications are the Interconnecting Customer's responsibility.
- **Note 5.** O & M is defined as the Company's on-going operations and maintenance carrying charges on the incremental costs associated with serving the Interconnecting Customer. (Refer to Section 5.3 System Modification Costs and Section 5.4 Separation of Costs.)
- **Note 6.** The fee will be based on actual cost up to \$300 plus driving time, unless Company representatives are required to do additional work due to extraordinary circumstances or due to problems on the Interconnecting Customer's side of the PCC (e.g., Company representative required to make two trips to the site), in which case Interconnecting Customer will cover the additional cost.

Issued By: Note that I also the Chief Executive Officer Effective Date: January 1, 2023



Index #: 328 Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

MIDWEST ENERGY, INC. DISTRIBUTED RESOURCE INTERCONNECTION TARIFF

4.0 Interconnection Requirements

4.1 General Design Considerations

Interconnecting Customer shall design and construct the CGF in accordance with the applicable manufacturer's recommendations and in compliance with all aspects of the Company's Interconnection Tariff. Interconnecting Customer agrees to cause CGF to be constructed in accordance with applicable specifications that meet or exceed those provided under this section of the Interconnection Tariff.

a. Transient Voltage Conditions

Because of unusual events in the Company's EDS, there will be transient voltage fluctuations, which will result in voltages exceeding the limits of the stated ranges. These transient voltage fluctuations, which generally last only a few milliseconds, arise due to EDS disturbances including, but not limited to, lightning strikes, clearing of faults, and other switching operations. The magnitude of transient voltage fluctuations varies with EDS configuration, grounding methods utilized, local short circuit availability, and other parameters, which vary from point-to-point and from time-to-time on the Company's EDS.

The fluctuations may result in voltages exceeding the limits of the stated ranges and occur because of EDS disturbance, clearing of faults and other switching operations. These unavoidable transients are generally of too short duration and insufficient magnitude to have any adverse effects on general service applications. They may, however, cause malfunctions in equipment highly sensitive to voltage changes, and protective devices may operate to shut down such devices. The magnitude, duration and frequency of transient fluctuations will vary due to EDS configuration and/or circuit arrangement. In addition, disturbances of indeterminate magnitude and duration may occur on infrequent occasions due to short circuits, faults, and other unpredictable conditions. Transient voltages should be evaluated in the design of the facility.

ssued By: Not Warken, Chief Executive Officer Effective Date: May 24, 2004



Index #: 329
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

4.0 Interconnection Requirements – cont.

b. Noise and Harmonics

The introduction of abnormal noise/harmonics can cause abnormal neutral current flow, and excessive heating of electrical equipment. Harmonics may also cause distortion in television pictures, telephone interference, and malfunctions in digital equipment such as computers. The permissible level of harmonics is dependent upon the voltage level and short circuit ratio at a given location. IEEE Standard 519 provides these levels at the PCC. In requiring adherence to IEEE 519 the Company is in no way making a recommendation regarding the level of harmonics that a given piece of equipment can tolerate nor is it making a recommendation as to the permissible level in the Interconnecting Customer's facility.

c. Frequency

The interconnected electric power system in North America, which is maintained at 60 hertz ("Hz") frequency on its alternating current services, is subject to certain deviations. The usual maximum instantaneous deviation from the standard 60 Hz is $\pm 2/10$ cycle ($\pm 0.33\%$), except on infrequent occasions when the deviation may reach $\pm 1/10$ cycle ($\pm 0.17\%$). The usual normal deviation is approximately $\pm 1/20$ cycle ($\pm 0.083\%$). These conditions are subject to occur at any time of the day or night and should be considered in the design of the CGF. All are measured on a 60 Hz base.

d. Voltage Level

All electricity flow across the PCC shall be in the form of single-phase or three-phase 60 Hz alternating current at a voltage class determined by mutual agreement of the parties.

e. Machine Reactive Capability

CGFs less than one (1) megawatt ("MW") will not be required to provide reactive capability, except as may be provided by the retail rate schedule and Terms and Conditions under which the Customer takes service.

CGFs greater than or equal to one (1) MW interconnected with the Company EDS shall be required to provide reactive capability to regulate and maintain EDS voltage at the PCC as per SPP requirements. The Company and/or SPP shall establish a scheduled range of voltages to be maintained by the CGF. The reactive capability requirements shall be reviewed as part of the impact study and facilities study.

ssued By: Not Warken, Chief Executive Officer Effective Date: May 24, 2004



Index #: 330 Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

4.0 Interconnection Requirements – cont.

4.2 Protection Requirements for New or Modified Facility Interconnections

a. General Requirements

Any CGF desiring to interconnect with the Company EDS or modify an existing interconnection must meet company standards and minimum specifications, where applicable, as set forth in the following documents and standards and requirements in this section.

- 1. IEEE 1547 Standard for Distributed Resources Interconnected with Electric Power Systems
- 2. UL Standard 1741, November 1, 2002 "Inverters, Converters and Charge Controllers for Use in Independent Power Systems"
- 3. IEEE Standard 929-2000, "IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems"
- 4. IEEE Standard 142, "Grounding for Industrial and Commercial Power System"
- 5. IEEE Guide 80, "IEEE Guide for Safety in AC Substation Grounding"
- 6. IEEE Standard 519, "IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems"
- 7. National Electric Safety Code

The specifications and requirements listed herein are intended to mitigate possible adverse impacts caused by the CGF on the Company's equipment and personnel and on other Interconnecting Customers of the Company. They are not intended to address protection of the CGF itself or its internal load. It is the responsibility of the CGF owner/operator to comply with the requirements of all appropriate standards, codes, statutes and authorities to protect CGF and its loads.

b. Protection Responsibility

The Company shall not be responsible for the protection of the CGF. The CGF owner/operator shall be responsible for protection of its system against possible damage resulting from parallel operation with the Company so long as the Company adheres to good utility practice. If requested by the Interconnecting Customer, the Company will provide system protection information for the line terminal(s) directly related to the interconnection. This protection information contained herein is provided exclusively for use by the Interconnecting Customer

Issued By: <u>Pat Plake</u>, Chief Executive Officer Effective Date: May 24, 2004



Index #: 331
Schedule: DRIT

Replacing Schedule: Initial
Territory: Company Wide

4.0 Interconnection Requirements – cont.

to evaluate protection of the CGF during parallel operation. At its sole discretion, the Company may consider approving alternatives that satisfy the intent of the requirements contained in this Section.

c. Facility Classification

To determine the protection requirements for a given CGF, the following Groups have been established:

Group	Type of Interconnection
1	Facilities Qualified for Simplified Interconnection
2	All Facilities Not Qualified for Simplified Interconnection

d. IEEE 1547 Protection Requirements

All CGFs must meet performance requirements set forth in relevant sections of the IEEE 1547 Standard as it may be revised or superseded from time to time.

e. Group 1 Facilities

- 1. Qualified: The inverter-based CGF shall be considered qualified if it meets requirements set forth in Section 3.1 Simplified Process.
- 2. External Disconnect Switch: For qualified inverters, the Company may require an external disconnect switch (or comparable device by mutual agreement of the Parties) at the PCC with the Company or at another mutually agreeable point that is accessible to Company personnel at all times and that can be opened for isolation if the switch is required. The switch shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator output and be capable of being locked open, tagged and grounded on the Company side by Company personnel. The visible break requirement can be met by opening the enclosure to observe the contact separation. The Company shall have the right to open this disconnect switch in accordance with this Tariff.

ssued By: Not Warke, Chief Executive Officer Effective Date: May 24, 2004



Index #: 332
Schedule: DRIT

Replacing Schedule: Initial
Territory: Company Wide

4.0 Interconnection Requirements – cont.

f. Group 2 Facilities

- Non Export Power: If the Parties mutually agree that non-export functionality will be part of the interconnection protection equipment then it will include one of the following: (1) a reverse power relay with mutually agreed upon delay intervals, or (2) a minimum power function with mutually agreed upon delay intervals, or (3) or other mutually agreeable approaches, for example, a comparison of nameplate rating versus certified minimum Customer premises load.
- 2. SPP Relaying Requirements: The CGF must meet SPP relaying requirements as they may change from time to time. Company shall notify Interconnecting Customer of any such requirements.
- 3. Disconnect Switch: The Interconnecting Customer shall provide a disconnect switch (or comparable device mutually agreed upon by the Parties) at the point of CGF interconnection that can be opened for isolation. The switch shall be in a location easily accessible to Company personnel at all times. The switch shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator output and be capable of being locked open, tagged and grounded on the Company side by Company personnel. The visible break requirement can be met by opening the enclosure to observe the contact separation. The Company shall exercise such right in accordance with Section 7 of this Interconnection Tariff.
- 4. Transfer Tripping: A direct transfer tripping system, if one is required by either the Interconnecting Customer or by the Company, shall use equipment generally accepted for use by the Company and shall, at the option of the Company, use dual channels.

g. Requirements for Induction and Synchronous Generator Facilities

1. Interconnection Interrupting Device: An interconnection interrupting device such as a circuit breaker shall be installed to isolate the CGF from the Company's EDS. If there is more than one interrupting device, this requirement applies to each one individually. The interconnection interrupting device must be capable of interrupting the current produced when the CGF is connected out of phase with the Company's EDS, consistent with Section 4.1.8.3 of the IEEE 1547 Standard which states, "the interconnection system paralleling-device shall be capable of

Issued By: <u>Pat Place</u>, Chief Executive Officer Effective Date: May 24, 2004



Index #: 333
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

4.0 Interconnection Requirements – cont.

withstanding 220 percent of the interconnection system rated voltage."

- 2. Synchronizing Devices: The Interconnecting Customer shall designate one or more synchronizing devices such as motorized breakers, contactor/breaker combinations, or a fused contactor (if mutually agreeable) to be used to connect the CGF to the Company's EDS. This synchronizing device could be a device other than the interconnection interrupting device. The synchronizing device must be capable of interrupting the current produced when the CGF is connected out of phase with the Company's EDS, consistent with Section 4.1.8.3 of the IEEE 1547 Standard which states, "the interconnection system paralleling-device shall be capable of withstanding 220 percent of the interconnection system rated voltage."
- 3. Transformers: The Company reserves the right to specify the winding connections for the transformer between the Company's voltage and the CGF's voltage ("Step-Up Transformer") as well as whether it is to be grounded or ungrounded at the Company's voltage. In the event that the transformer winding connection is grounded-wye/grounded-wye the Company reserves the right to specify whether the generator stator is to be grounded or not grounded. The Interconnecting Customer shall be responsible for procuring equipment with a level of insulation and fault-withstand capability compatible with the specified grounding method.
- 4. Voltage relays: Voltage relays shall be frequency compensated to provide a uniform response in the range of 40 to 70Hz.
- 5. Protective Relaying Redundancy: For induction generators greater than one-fifteenth (1/15) of on-site minimum verifiable load that are not equipped with on-site capacitors or that are greater than 200 KW, and for all synchronous generators, protective relays utilized by the CGF shall be sufficiently redundant and functionally separate so as to provide adequate protection, consistent with Company standards and practices, upon the failure of any one component.

ssued By: Not Wake, Chief Executive Officer Effective Date: May 24, 2004



Index #: 334
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

4.0 Interconnection Requirements – cont.

- 6. Protective Relay Hard-Wire Requirement: Unless authorized otherwise by the Company, protective relays must be hardwired to the device they are tripping. Interposing computer or programmable logic controller or the like is not permitted in the trip chain between the relay and the device being tripped.
- 7. Protective Relay Supply: Where protective relays are required in this section, their control circuits shall be DC powered from a battery/charger system or an uninterruptible power supply (UPS). Solid-state relays shall be self-powered, or DC powered from a battery/charger system or a UPS. If the CGF uses a Company-acceptable non-latching interconnection contactor, AC powered relaying shall be allowed provided the relay and its method of application are fail safe, meaning that if the relay fails or if the voltage and/or frequency of its AC power source deviate from the relay's design requirements for power, the relay or a separate fail-safe power monitoring relay acceptable to the Company will immediately trip the generator by opening the coil circuit of the interconnection contactor.
- 8. Current Transformers (CT)s: CT ratios and accuracy classes shall be chosen such that secondary current is less than one hundred (100) amperes and transformation errors are consistent with Company standards and practices. CTs used for revenue class metering must have a secondary current of twenty (20) amperes or less.
- 9. Voltage Transformers (VT)s and Connections: The CGF shall be equipped with a direct voltage connection or a VT, connected to the Company side of the interrupting device. The voltage from this VT shall be used in an interlock scheme, if required by the Company. For three-phase applications, a VT for each phase is required. All three phases must be sensed either by three individual relays or by one relay that contains three elements. If the voltage on any of the three phases is outside the bounds specified by the Company, the unit shall be tripped. If the CGF's step-up transformer is ungrounded at the Company voltage, this VT shall be a single three-phase device or three single-phase devices connected from each phase to ground on the Company's side of the CGF's step-up transformer, rated for phase-to-phase voltage and provided with two secondary windings. One winding shall be connected in open delta, have a loading resistor to prevent ferroresonance, and be used for the relay specified in these requirements.

ssued By: Not Wake, Chief Executive Officer Effective Date: May 24, 2004



Index #: 335 Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

4.0 Interconnection Requirements – cont.

10. Communications Channels: The Interconnecting Customer is responsible for procuring any communications channels necessary between the CGF and the Company's stations, and for providing protection from transients and overvoltages at all ends of these communication channels. The Interconnecting Customer will also bear the ongoing cost to lease these communication channels. Examples include, but are not limited to, connection to a line using high-speed protection, transfer tripping, generators located in areas with low-fault currents, or back up for generator breaker failure.

h. Additional Requirements for Induction Generator Facilities

Self-Excitation: A CGF using induction generators connected in the vicinity of capacitance sufficient to self-excite the generator(s) shall meet the requirements for synchronous machines. The capacitors that enable self-excitation may actually be external to the CGF. The Company will not restrict its existing or future application of capacitors on its lines nor restrict their use by other Interconnecting Customers of the Company to accommodate a CGF with induction machines. If self-excitation becomes possible due to the installation of or presence of capacitance, the protection requirements of the CGF may need to be reviewed and revised, if applicable.

The CGF may be required to install capacitors to limit the adverse effects of drawing reactive power from the EDS for excitation of the generator. Capacitors for supply of reactive power at or near the induction generator with a kVAR rating greater than thirty (30) percent of the generator's KW rating may cause the generator to become self-excited. (If self-excitation can occur, the CGF shall be required to provide protection as specified in synchronous machines requirements.)

ssued By: Not Wake, Chief Executive Officer Effective Date: May 24, 2004



Index #: 336
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

4.0 Interconnection Requirements – cont.

i. Additional Requirements for Synchronous Generator Facilities

- 1. Ungrounded Transformers: If the CGF's step-up transformer connection is ungrounded, the CGF shall be equipped with a zero sequence over-voltage relay fed from the open delta of the three-phase VT specified in the Voltage Transformers and Connections Section 4.2.g.9.
- High-Speed Protection: The CGF may be required to use high-speed protection if time-delayed protection would result in degradation in the existing sensitivity or speed of the protection systems on the Company's EDS.
- 3. Breaker Failure Protection: The CGF may be required to be equipped to provide local breaker failure protection which may include direct transfer tripping to the Company's line terminal(s) in order to detect and clear faults within the CGF that cannot be detected by the Company's back-up protection.

4.3 Protection System Testing and Maintenance

a. Protection System Commissioning Test

The Company shall have the right to witness the commissioning testing as defined in IEEE 1547 Standard Section 5.4 at the completion of construction and to receive a copy of all test data. The CGF shall be equipped with whatever equipment is required to perform this test.

Testing typically includes, but is not limited to:

- CT and CT circuit polarity, ratio, insulation, excitation, continuity and burden tests,
- VT and VT circuit polarity, ratio, insulation and continuity tests,
- Relay pick-up and time delay tests,
- Functional breaker trip tests from protective relays,
- Relay in-service test to check for proper phase rotation and magnitudes of applied currents and voltages,
- Breaker closing interlock tests, and
- Paralleling and disconnection operation.

ssued By: Not Warken, Chief Executive Officer Effective Date: May 24, 2004



Index #: 337
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

4.0 Interconnection Requirements – cont.

Prior to final approval by the Company or anytime thereafter, the Company reserves the right to test the generator relaying and control related to the protection of the Company's EDS.

b. Protection System Maintenance

The Interconnecting Customer has the full responsibility for the proper periodic maintenance of its generating equipment and its associated control, protective equipment and interrupting devices. The Interconnecting Customer is responsible for the periodic maintenance of those relays, interrupting devices, control schemes, and batteries that involve the protection of the Company's EDS. A periodic maintenance program, mutually agreeable to both the Company and to the Interconnecting Customer, is to be established in each case. The Company shall have the right to monitor the periodic maintenance performed.

c. Protection System Monitoring

The Company reserves the right to install special test equipment as may be required to monitor the operation of the CGF and its control or for evaluating the quality of power produced by the CGF at a mutually agreed upon location. The cost of this testing will be borne by the Company unless there is shown to be a problem associated with the CGF or if the test was performed at the request of the Interconnecting Customer.

Each routine check shall include both a calibration check and an actual trip of the circuit breaker or contactor from the device being tested. Visually setting a calibration dial, index or tap is not considered an adequate calibration check. Inverters with field adjustable settings for their internal protective elements shall be periodically tested if those internal elements are being used by the CGF to satisfy the requirements of this section.

4.4 Protection Requirements – Momentary Paralleling of Standby Generators

Protective relays to isolate the CGF for faults in the Company EDS are not required if the paralleling operation is automatic and takes place for less than one-half of a second. An interrupting device with a half-second timer (30 cycles) is required as a fail-safe mechanism.

ssued By: Not Warken, Chief Executive Officer Effective Date: May 24, 2004



Index #: 338
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

4.0 Interconnection Requirements – cont.

Parallel operation of the CGF with the Company EDS shall be prevented when the Company's line is dead or out of phase with the CGF. Three-phase generation must disconnect from the EDS for loss of balanced three-phase voltage or a single-phasing condition within ten (10) cycles.

The control scheme for automatic paralleling must be submitted by the Interconnecting Customer for review and acceptance by the Company prior to the CGF being allowed to interconnect with the Company EDS.

4.5 Protection System Changes

The Interconnecting Customer must provide the Company with reasonable advance notice of any proposed changes to be made to the protective relay system, relay settings, operating procedures or equipment that affect the interconnection. The Company will determine if such proposed changes require re-acceptance of the interconnection per the requirements of this section.

Should the Company implement subsequent changes to the EDS to which the CGF is interconnected, the Interconnecting Customer will be responsible at its own expense for identifying and incorporating any necessary changes to its protection equipment. These changes to the CGF's protection equipment are subject to review and approval by the Company.

ssued By: Not Warken, Chief Executive Officer Effective Date: May 24, 2004



Index #: 339
Schedule: DRIT

Replacing Schedule: Initial
Territory: Company Wide

MIDWEST ENERGY, INC. DISTRIBUTED RESOURCE INTERCONNECTION TARIFF

5.0 Responsibility for Costs of Interconnecting a Facility

5.1 Review and Study Costs

The Interconnecting Customer shall be responsible for the reasonably incurred costs of the review by the Company and any interconnection studies conducted as defined by Table 2 ("Fee Schedules") of Section 3 of this Interconnection Tariff solely to determine the requirements of interconnecting a facility with the Company EDS.

5.2 Interconnection Equipment Costs

The Interconnecting Customer shall be responsible for all costs associated with the installation and construction of the facility and associated interconnection equipment on the Interconnecting Customer's side of the PCC.

5.3 System Modification Costs

The Interconnecting Customer shall be responsible for all costs reasonably incurred by Company attributable to the proposed interconnection project in designing, constructing, operating, and maintaining the system modifications. Calculation of initial and on-going system modification costs shall be consistent with principles underlying Company's line extension and facility upgrade policies.

5.4 Separation of Costs

Should the Company combine the installation of system modifications with additions to the Company's EDS to serve other Customers or Interconnecting Customers, the Company shall not include the costs of such separate or incremental facilities in the amounts billed to the Interconnecting Customer for the system modifications required pursuant to this Tariff. The Interconnecting Customer shall only pay for that portion of the interconnection costs resulting solely from the system modifications required to allow for sale, reliable parallel operation of the Interconnecting Customer's facility with the Company EDS.

Issued By: <u>Pat Place</u>, Chief Executive Officer Effective Date: May 24, 2004



Index #: 340 Schedule: DRIT

Replacing Schedule: Initial
Territory: Company Wide

5.0 Responsibility for Costs of Interconnecting a Facility – cont.

5.5 Normal Payment Procedure

All application, study fees and system modification costs (except as noted below) are due in full prior to the execution of the work as outlined in this Tariff. If the anticipated costs exceed \$25,000, the Interconnecting Customer is eligible for a payment plan. At the request of the Interconnecting Customer, the Company will break the costs into phases in which the costs will be collected prior to Company expenditures for each phase of the study and/or construction including ordering materials and equipment. The payment plan will be attached as an exhibit to the Interconnection Service Agreement or relevant study agreements.

5.6 Security and Creditworthiness

In order for the Company to agree to any payment plan where some work may be performed in advance of payment, the Company may require the Interconnecting Customer to provide evidence of creditworthiness. In the event that Interconnecting Customer cannot provide such evidence to the satisfaction of the Company, then the Company may require the Interconnecting Customer to provide sufficient security in order to take advantage of a payment plan. Interconnecting Customer acknowledges that it will be responsible for the actual costs of the system modifications described in the attached exhibit to the Interconnection Service Agreement, whether greater or lesser than the amount of the payment security provided under this section.

ssued By: Not Wake, Chief Executive Officer Effective Date: May 24, 2004



Index #: 341
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

MIDWEST ENERGY, INC. DISTRIBUTED RESOURCE INTERCONNECTION TARIFF

6.0 Operating Requirements

6.1 General Operating Requirements

Interconnecting Customer shall operate and maintain the CGF in accordance with the applicable manufacturer's recommended maintenance schedule and in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws, regulations, code requirements and Interconnection Tariff provisions after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EDS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the CGF is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7 of this Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the CGF or if the test was performed at the request of the Interconnecting Customer. Company reserves the right to make the final determination as to the nature of any problems discovered or demonstrated during testing.

6.2 No Adverse Effects; Non-interference

Company shall notify Interconnecting Customer if there is evidence that the operation of the CGF could cause disruption or deterioration of service to other Customers served from the same Company EDS or if operation of the CGF could cause damage to Company EDS or affected systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 519, as well as voltage fluctuations caused by large step changes in loading at the CGF. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EDS in such a manner so as to not unreasonably interfere with the operation of the CGF. The Interconnecting Customer will protect its CGF from normal disturbances propagating through the Company EDS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from good utility practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EDS, and outages on the Company EDS.

ssued By: Not Warken, Chief Executive Officer Effective Date: May 24, 2004



Index #: 342 Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

6.0 Operating Requirements – cont.

If the Interconnecting Customer demonstrates that the Company EDS is adversely affecting the operation of the CGF and if the adverse effect is a result of a Company deviation from good utility practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3 Safe Operations and Maintenance

Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in the Interconnection Service Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on its respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EDS, personnel, and other persons from damage and injury.

6.4 Access to Equipment and Information

a. Company and Interconnecting Customer Representatives

Each Party shall provide and update as necessary the telephone number(s) that can be used at all times to allow either Party to report an emergency.

b. Company Right to Access Company-Owned Facilities and Equipment

The Company shall have access to the disconnect switch of the CGF at all times. If necessary for the purposes of this Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under this Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

Issued By: <u>Pat Place</u>, Chief Executive Officer Effective Date: May 24, 2004



Index #: 343
Schedule: DRIT

Replacing Schedule: Initial
Territory: Company Wide

6.0 Operating Requirements – cont.

c. Right to Review Information

The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit-breaker operations requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's facility or its interconnection with the Company EDS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.3 of this Interconnection Tariff.

6.5 Notice of Operation

Interconnecting Customer of any CGF rated one (1) MW or larger shall notify Company in advance of any plan to engage or disengage generation. Such notice shall be provided at the earliest practical time. Operators of CGFs rated between 100 kW and one (1) MW are encouraged to provide similar notice.

ssued By: Not Warken, Chief Executive Officer Effective Date: May 24, 2004



Index #: 344
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

MIDWEST ENERGY, INC. DISTRIBUTED RESOURCE INTERCONNECTION TARIFF

7.0 Disconnection

7.1 Temporary Disconnection

a. Emergency Conditions

Company shall have the right to immediately and temporarily disconnect the CGF without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EDS or to the electric systems of others to which the Company EDS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the CGF that may reasonably be expected to affect the Company EDS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

b. Routine Maintenance, Construction and Repair

Company shall have the right to disconnect the CGF from the Company EDS when necessary for routine maintenance, construction and repairs on the Company EDS. The Company shall provide the Interconnecting Customer with a minimum of seven (7) calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven (7) days' notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

c. Forced Outages

During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EDS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not

ssued By: Not Warken, Chief Executive Officer Effective Date: May 24, 2004



Index #: 345
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

7.0 Disconnection – cont.

permit such prior notice to Interconnecting Customer, Company may interrupt interconnection service and disconnect the CGF from the Company EDS without such notice.

d. Non-Emergency Adverse Operating Effects

The Company may disconnect the CGF if the CGF is having an adverse operating effect on the Company EDS or other Customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of forty-five (45) days to correct such adverse operating effect has elapsed.

e. Modification of the Facility

Company shall notify Interconnecting Customer if there is evidence of a material modification to the CGF and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company. For purposes of this section, a material modification shall be defined as any modification to the CGF that changes the net output of the CGF by more than ten (10) percent, or changes the available fault current from the CGF by more than two (2) percent, or functionally changes the manner in which the interconnecting equipment and/or protective equipment associated with the CGF operate. The Company reserves the right to make the final determination as to whether a modification constitutes a material modification.

f. Reconnection

Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the CGF and the Company EDS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

7.2 Permanent Disconnection

The Interconnecting Customer has the right to permanently disconnect at any time with thirty (30) days written notice to the Company.

The Company may permanently disconnect the CGF upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

ssued By: Not Warken, Chief Executive Officer Effective Date: May 24, 2004



Index #: 346
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

MIDWEST ENERGY, INC. DISTRIBUTED RESOURCE INTERCONNECTION TARIFF

8.0 Metering, Monitoring, and Communication

This section sets forth the rules, procedures, and requirements for metering, monitoring, and communication between the CGF and the Company EDS where the CGF exports power beyond the CGF or Customer premises, or is subject to SPP requirements. Interconnecting Customer will be responsible for reasonable and necessary costs incurred by Company for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in the Attachments to the Interconnection Service Agreement. Interconnecting Customer's metering (and data acquisition, as required) equipment shall conform to KCC, SPP and Company regulations, standards and applicable operating requirements.

8.1 Metering, Related Equipment and Billing Options

The Company shall furnish, read, and maintain all revenue metering equipment. The Interconnecting Customer shall furnish and maintain all meter mounting equipment such as or including meter sockets, test switches, conduits, and enclosures. The Company shall own the meter, and the Interconnecting Customer shall pay to the Company a monthly charge to cover taxes, meter maintenance, incremental reading and billing costs, the allowable return on the invoice cost of the meter and the depreciation of the meter, consistent with Section 5 of this Tariff. The Interconnecting Customer shall provide suitable space within the CGF for installation of the metering and communication equipment at no cost to the Company.

All metering equipment installed pursuant to this Tariff and associated with the CGF shall be routinely tested by the Company at Interconnecting Customer's expense, in accordance with applicable KCC, Company and/or SPP criteria, rules, and standards. If, at any time, any metering equipment is found to be inaccurate by a margin greater than that allowed under applicable criteria, rules, and standards, the Company shall cause such metering equipment to be made accurate or replaced. The cost to repair or replace the meter shall be borne by the Interconnecting Customer. Meter readings for the period of inaccuracy shall be adjusted so far as the same can be reasonably ascertained; provided, however, no adjustment prior to the beginning of the preceding month shall be made except by agreement of the Parties. Each Party shall

ssued By: Not Warken, Chief Executive Officer Effective Date: May 24, 2004



Index #: 347
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

8.0 Metering, Monitoring, and Communication – cont.

comply with any reasonable request of the other concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and the tests are made, and other matters affecting the accuracy of the measurement of electricity delivered from the CGF. If either Party believes that there has been a meter failure or stoppage, it shall immediately notify the other.

If the metering point and the point of receipt or point of delivery are not at the same location, the metering equipment shall record delivery of electricity in a manner that accounts for losses occurring between the metering point and the point of receipt or point of delivery. Losses between the metering point and point of receipt will be reflected pursuant to applicable Company or SPP criteria, rules, or standards.

8.2 Metering Types

The type of metering equipment to be installed at a CGF is dependent on the size of the CGF and how and if the Interconnecting Customer plans to export power. For those that will export power, the available equipment options and associated requirements are:

- Bi-directional, non-interval meter (non-demand meter) without remote access in which a distribution class meter with multiple registers is installed. One set of registers will record energy flows from the Company to the CGF during periods when the CGF is a net consumer of energy (the other register will record no flow during these periods) and a second set of registers will record energy flows from the CGF to the Company during periods when the CGF is a net producer of energy (the other register will record no flow during these periods). Each set of registers will record total flows only and will not record flows during specific intervals. All metering equipment included in this type of installation, including self-contained meters and instrument transformers and meters, shall meet ANSI C12.1 Metering Accuracy Standards and ANSI C57.13 accuracy requirements for instrument transformers. Company may elect to install two detented meters in lieu of a multiple register meter.
- Bi-directional, interval meter (demand meter) with remote access in which a
 distribution class meter with multiple registers is installed. One set of registers will
 record energy flows from the Company to the CGF during periods when the CGF is a
 net consumer of energy (the other register will record no flow during these periods)
 and a

ssued By: Not Wake, Chief Executive Officer Effective Date: May 24, 2004



Index #: 348
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

8.0 Metering, Monitoring, and Communication – cont.

second set of registers will record energy flows from the CGF to the Company during periods when the CGF is a net producer of energy (the other register will record no flow during these periods). Each set of registers will record total flows as well as flows during hourly intervals. In addition, the meters will be equipped with remote access capability that may include communication to the extent required by applicable SPP standards. All metering equipment included in this type of installation shall meet the requirements required by SPP. The Interconnecting Customer shall be responsible for providing all necessary leased telephone lines and any necessary protection for leased lines and shall furthermore be responsible for all communication costs. The Company will purchase, own, and maintain all communication equipment located on the Interconnecting Customer's facilities, if the Interconnecting Customer desires, at the Interconnecting Customer's expense. The Interconnecting Customer shall provide, install, and own Company-approved or Company-specified test switches in the transducer circuits.

 Units over One (1) MW: Shall be equipped with bi-directional, interval meters with remote access to supply accurate and reliable information to system operators regarding metered values for MW, MVAR, volt, amp, frequency, breaker status, and all other information deemed necessary by Company or SPP.

8.3 Additional Monitoring and Communication Requirements

For all CGFs one (1) MW or larger, and any CGF interconnected to a circuit with a feeder penetration ratio greater than twenty-five (25) percent of the known minimum feeder section load, remote monitoring capability shall be required. At a minimum, the Company shall be provided with both local indication and discrete signals for monitoring the following quantities:

- Isolation device status (open or closed)
- CGF operating voltage and frequency
- CGF lockout device status

The Company reserves the right to require additional monitoring points as may be required to ensure the safety of Company personnel and to enforce the provisions of this tariff. These additional monitoring points may include, but are not limited to:

- Net electrical energy
- Net electrical demand
- Reactive power flow
- Status of CGF alarms

ssued By: Not Wake, Chief Executive Officer Effective Date: May 24, 2004



Index #: 349 Schedule: DRIT Replacing Schedule: Initial

Territory: Company Wide

MIDWEST ENERGY, INC. DISTRIBUTED RESOURCE INTERCONNECTION TARIFF

9.0 Confidentiality

Information including identifying information and specific facility information may be shared with the KCC on a confidential basis.

ssued By: Not Warken, Chief Executive Officer Effective Date: May 24, 2004



Index #: 350 Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

MIDWEST ENERGY, INC. DISTRIBUTED RESOURCE INTERCONNECTION TARIFF

10.0 Insurance Requirements

10.1 General Liability

In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:

- a. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the gross nameplate rating of Interconnecting Customer's generator facility is greater than one (1) MW.
- b. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the gross nameplate rating of Interconnecting Customer's generator facility is greater than one hundred (100) KW and less than or equal to one (1) MW;
- c. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the gross nameplate rating of Interconnecting Customer's generator facility is greater than ten (10) KW and less than or equal to one hundred (100) KW;

No insurance is required for CGFs less than or equal to ten (10) KW. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.

10.2 Insurer Requirements and Endorsements

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in Kansas having a Best Rating of "A-" or better. In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance

Effective Date: May 27, 2004



Index #: 351
Schedule: DRIT

Replacing Schedule: Initial

Territory: Company Wide

10.0 Insurance Requirements – cont.

policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

If the requirement of clause (a) in this paragraph 10.2 prevents Interconnecting Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnecting Customer's written notice to Company, the requirements of clause (a) shall be waived.

10.3 Evidence of Insurance

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer. The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with this Tariff on an annual basis. Prior to the Company commencing work on system modifications, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Company may at its discretion require the Interconnecting Customer to maintain tail coverage for three years on all policies written on a "claims-made" basis.

All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Midwest Energy, Inc. Administrative Services Department PO Box 898 Hays, Kansas 67601

Issued By: Not Plake, Chief Executive Officer Effective Date: May 27, 2004



Exhibit A:

Simplified Process Interconnection Application and Service Agreement 10KW or less, inverter-based, UL1741-listed

Instructions and Required Documentation:

- Complete <u>ALL</u> fields of the Simplified Process Interconnection Application and Service Agreement (Application hereafter) for Customer-Generator Facility (CGF).
- Include technical specifications for the inverter unit(s).
- Include technical specifications for the renewable generation unit (solar panels, wind generator, etc.).
- Include a site diagram of the premises that includes the location of Company's meter, the disconnect switch, and the renewable generation unit(s).
- A nonrefundable application fee of \$125, payable by check to Midwest Energy, Inc.
- Send completed Application, application fee, and documents via mail or email to:

Midwest Energy, Inc. c/o Customer Service – Renewable Interconnection 1330 Canterbury Dr. Hays, KS 67601 email: interconnection.app@mwenergy.com

Interconnection Process:

- 1. Interconnecting Customer submits a completed application. The application will not be processed unless application fee has been submitted.
- 2. Company acknowledges to the Interconnecting Customer receipt of the Application within three (3) business days of receipt.
- 3. Company evaluates the Application for completeness and notifies the Interconnecting Customer within ten (10) days of receipt that the Application is or is not complete and, if not, advises what is missing.
- 4. Company verifies CGF can be interconnected safely and reliably. Company signs Application approval line and sends to Customer. In certain rare circumstances the Company may require the Interconnecting Customer to pay for minor system modifications. If so, an estimate will be sent back with the approved Application requiring the Interconnecting Customer's consent to pay for the modifications.
- 5. After installation, Customer returns Certificate of Completion. Prior to parallel operation Company may inspect CGF for compliance with standards, which may include a witness test. Company will then schedule appropriate metering replacement, if necessary. The



Interconnecting Customer has no right to operate in parallel until a witness test has been performed or previously waived on the application form. The Company is obligated to complete this witness test within ten (10) days of the receipt of the Certificate of Completion. If the Company does not inspect the CGF in ten (10) days or by mutual agreement of the Parties, the witness test is deemed waived.

6. Company notifies Interconnecting Customer in writing that interconnection of the CGF is authorized.

Contact and Facility Information:

<u>Contact Information:</u> Provide the contact information for the legal applicant, i.e. the Interconnecting Customer. If another party (e.g. vendor, sales consultant, installer) is responsible for interfacing with the Company, their contact information <u>MUST</u> be provided as well in the Alternative Contact Information portion of the Application.

<u>Prime Mover:</u> Indicate which type of device will be powering the generator from this list: reciprocating engine, microturbine, fuel cell, wind turbine, photovoltaic panel, or other (please specify).

<u>Energy Source</u>: Indicate the energy source to be used by the prime mover from this list: solar, wind, diesel, biodiesel, natural gas, landfill gas, biogas, propane, or other (please specify).

<u>UL1741 Listing:</u> This standard ("Inverters, Converters, and Controllers for Use in Independent Power Systems") addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers choose to submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This "listing" is then marked on the equipment and supporting documentation.



Simplified Interconnection Application and Service Agreement 10KW or less, inverter-based, UL1741-listed

Contact Information:

Legal name and address of Ir	_		
Name:			
Mailing Address:			Zin Codo:
City:			
Telephone (Daytime):			
Fax Number:			
Alternative Contact Informat			
Name:			
Mailing Address:			7:- Codo:
City:			
Telephone (Daytime):			
Fax Number:	Email Addres	s:	
Facility Information:			
Street Address or Physical Lo			
City:			
Midwest Energy Account Nu			
Inverter Manufacturer:			
Nameplate Rating: (k\			eor ThreePhase
System Design Capacity:			
Prime Mover (Pick one from	Contact and Facility	Information)	
Energy Source (Pick one fron	n Contact and Facility	/ Information)	
UL1741 Listed? Yes	No		
Estimated Install Date:	Estin	nated In-Service Da	ate:
fee. I hereby certify that, to t	the best of my knowlee to the Terms and 0	edge, all of the info Conditions on the f	741 listing and \$125 application ormation provided in this following page and the terms of
Interconnecting Customer Si	gnature		Date
Installation of the CGF is ann	roved, contingent un	on the terms and	conditions of this Agreement
and agreement to any syster	= -		
(Are system modifications re		•	
Midwest Energy Signature: _			Date:
Midwest Energy waives inspe			



Terms and Conditions for Simplified Interconnections

- 1. **Construction of the Facility.** The Interconnecting Customer may proceed to construct the CGF after the Simplified Interconnection Application and Service Agreement has been signed by the Company.
- 2. **Interconnection and Operation.** The Interconnecting Customer may operate CGF and interconnect with the Company's system after the following has occurred:
 - a. **Code Inspection:** Upon completing construction, the Interconnecting Customer will cause the CGF to be inspected or otherwise certified by the local electrical wiring inspector with jurisdiction (if applicable).
 - b. **Certificate of Completion:** The Interconnecting Customer returns the Certificate of Completion to the Company.
 - c. **Company Inspection:** Company has completed or waived the right to inspection.
- 3. Company Right of Inspection. Within ten (10) business days after receipt of the Certificate of Completion, the Company may, upon reasonable notice and at a mutually convenient time, conduct an inspection of the CGF to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with the Interconnection Tariff. The Company has the right to disconnect the CGF in the event of improper installation or failure to return Certificate of Completion. If the Company does not inspect in ten (10) days or by mutual agreement of the Parties, the witness test is deemed waived.
- 4. **Safe Operations and Maintenance.** The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the CGF.
- 5. **Access.** The Company shall have access to the disconnect switch (if required) of the CGF at all times.
- 6. **Disconnection.** The Company may temporarily disconnect the CGF to facilitate planned or emergency Company work.
- 7. **Indemnification.** Interconnecting Customer and Company shall each indemnify, defend, and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits, and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.
- 8. **Limitation of Liability.** Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the



amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

- 9. **Termination.** This Agreement may be terminated under the following conditions:
 - a. **By Mutual Agreement**. The Parties agree in writing to terminate the Agreement.
 - b. **By Interconnecting Customer**. The Interconnecting Customer may terminate this Agreement by providing written notice to Company.
 - c. **By the Company**. The Company may terminate this Agreement (1) If the CGF fails to operate for any consecutive twelve (12) month period, or (2) In the event that the CGF impairs the operation of the electric distribution system or service to other Customers or materially impairs the local circuit and the Interconnecting Customer does not cure the impairment.
- 10. **Assignment/Transfer of Ownership of the Facility**. This Agreement shall survive the transfer of ownership of the CGF to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.
- 11. Interconnection Tariff. These Terms and Conditions are pursuant to the Company's Distributed Resource Interconnection Tariff (DRIT), as approved by the Kansas Corporation Commission and adopted by Midwest Energy's Board of Directors and as the same may be amended from time to time ("Interconnection Tariff"). All terms set forth in these Terms and Conditions are as defined in the Interconnection Tariff (see Company's website for complete tariff www.mwenergy.com).



Simplified Interconnection Application and Service Agreement Certificate of Completion

Installation Information	\square Check if owner-installed	
Interconnecting Customer:		
Contact Person:		
Mailing Address:		
Location of Facility (if differe	nt from above):	
City:	State:	Zip Code:
Telephone (Daytime):	(Evening):
Fax Number:	Email Address:	
Electrician:		
Name:		
		Zip Code:
Telephone (Daytime):	(Evening):
License number (Required):		
Inspection: The system has I	peen installed and inspected ir	n compliance with the
local Building/Electrical Code	e of	
	(City and/or Co	ounty)
Signed (Local Electrical Wirin	g Inspector, or attach signed e	electrical inspection form):
Inspector's Name (printed):		Date:
Inspection Exempt: (Custom Building/Electrical Code juris	er must sign below if facility is diction.)	not subject to local
I certify this facility is exempenergized.	t from local code requirement	s and is ready to be
		Date:
Customer Signature		

As a condition of interconnection, you are required to send a copy of this form, along with a copy of the signed electrical permit, if any, to address specified in the Instructions and Required Documentation section of the application.



Exhibit B:

Expedited/Standard Process Interconnection Application and Service Agreement Greater than 10 kW, inverter-based, UL1741-listed

Instructions:

- Complete <u>ALL</u> fields of the Expedited/Standard Process Interconnection Application and Service Agreement (Application hereafter) for Customer-Generator Facility (CGF).
- Include technical specifications for the inverter unit.
- Include technical specifications for renewable generation unit (solar panels, wind generator, etc.).
- Include a site diagram of the premises that includes the location of Company's meter, the disconnect switch, and the renewable generation unit(s).
- A nonrefundable application fee is required. The fee is \$3.00 per kW based on the Nameplate Rating (\$300 minimum and \$2,500 maximum). Make checks payable to Midwest Energy, Inc.
- Send completed Application, application fee, and documents via mail or email to:

Midwest Energy, Inc. c/o Customer Service – Renewable Interconnection 1330 Canterbury Dr. Hays, KS 67601 email: interconnection.app@mwenergy.com

Interconnection Process:

- 1. Interconnecting Customer submits a completed Application.
- 2. Company acknowledges to the Interconnecting Customer receipt of the Application within three (3) business days of receipt.
- 3. Company evaluates the Application for completeness and notifies the Interconnecting Customer within ten (10) days of receipt that the Application is or is not complete and, if not, advises what is missing.
- 4. Company verifies CGF can be interconnected safely and reliably. Company signs Application approval line and sends to Customer. In certain rare circumstances the Company may require the Interconnecting Customer to pay for minor system modifications. If so, an estimate will be sent back with the approved Application requiring the Interconnecting Customer's consent to pay for the modifications.
- 5. After installation, Customer returns Certificate of Completion. Prior to parallel operation Company may inspect CGF for compliance with standards, which may include a witness



test. Company will then schedule appropriate metering replacement, if necessary. The Interconnecting Customer has no right to operate in parallel until a witness test has been performed or previously waived on the application form. The Company is obligated to complete this witness test within ten (10) days of the receipt of the Certificate of Completion. If the Company does not inspect the CGF in ten (10) days or by mutual agreement of the Parties, the witness test is deemed waived.

6. Company notifies Interconnecting Customer in writing that interconnection of the CGF is authorized.

Impact Study:

In the event that Company deems it necessary to conduct an Impact Study on the project, the interconnecting customer will be responsible for up to ten (10) hours of engineering time for the Expedited process and all costs of the study for the Standard process.

Contact and Facility Information:

<u>Contact Information</u>: You must provide as a minimum the contact information of the legal applicant. If another party is responsible for interfacing with the Company, you may optionally provide their contact information as well.

<u>Ownership Information</u>: Please enter the legal names of the owner or owners of the generating facility. Include the percentage ownership, if any, by any utility, utility affiliate, or public utility holding company.

<u>Prime Mover:</u> Indicate which type of device will be powering the generator from this list: reciprocating engine, microturbine, gas turbine, steam turbine, fuel cell, wind turbine, photovoltaic panel, or other (please specify).

<u>Energy Source</u>: Indicate the energy source to be used by the prime mover from this list: solar, wind, diesel, biodiesel, natural gas, landfill gas, biogas, propane, or other (please specify).

<u>UL1741 Listing</u>: This standard ("Inverters, Converters, and Controllers for Use in Independent Power Systems") addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers choose to submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This "listing" is then marked on the equipment and supporting documentation.



Expedited/Standard Process Interconnection Application

Contact Information Legal name and address of Interconnecting Customer (Applicant) Mailing Address: _____ City:______ State:_____ Zip Code:_____ Telephone (Daytime): ______ (Evening): _____ Fax Number: Email Address: Alternative Contact Information (if different from Applicant) Mailing Address: City:______ Zip Code:_____ Telephone (Daytime): _____ (Evening): _____ Fax Number: _____ Email Address: _____ **Generator Facility Information** Street Address or Physical Location: City: State: Zip Code: Midwest Energy Account Number: _____ Type of Generating Unit (Circle One): Synchronous Induction Inverter Manufacturer: _____ Model: _____ Nameplate Rating: _____ (kW) _____ (kVAR) _____ (Volts) _____ Single or _____ Three Phase Prime Mover (Pick one from list on instruction sheet.) Energy Source (Pick one from list on instruction sheet.) UL1741 Listed? Yes ____ No ____ Certified in California or New York? Yes _____ No ____ (Attach documentation.) Estimated Installation Date: _____ Estimated In-Service Date: _____

Agreement Desired By:



Generating Facility Technical Detail

List components of the facility that are currently certified and/or listed to national standards.

Equipment Type	Manufact	urer Model	Standard
1			
2			
3			
4			
5			
Total Number of Generating Uni			
Generator Unit Power Factor Ra			
Max Adjustable Leading Power F	Factor	_ Max Adjustable Laggin	g Power Factor
Generator Characteristic Data (f	or all inverter	-based machines)	
Max Design Fault Contribution C	Current	Instantaneous	or RMS?
Harmonics Characteristics:			
Start-up power requirements: _			
Congrator Characteristic Data (f	or all rotating	machines)	
Generator Characteristic Data (f Rotating Frequency: (r			anlicable):
notating frequency (i	piii) Neutrai	drounding Nesistor (ii Ap	piicabie)
Additional Information for Synch	nronous Gene	rating Units	
Synchronous Reactance, Xd: (Pl			d: (PU)
Subtransient Reactance, X'd: (Pl		Neg Sequence Reactand	
	· 		(, 0)
Zero Sequence Reactance, Xo: _			(Amps)
Field Voltage:	(voits)	Field Current:	(Allips)
Additional Information for Induc	ction Generati	ng Units	
Rotor Resistance, Rr:		Stator Resistance, Rs:	
Rotor Reactance, Xr:		Stator Reactance, Xs:	
Magnetizing Reactance, Xm:		Short Circuit Reactance,	, Xd":
Exciting Current:	 	Temperature Rise:	
Frame Size:			
Total Rotating Inertia, H:		Per Unit on KVA Base:	
Reactive Power Required in Vars	s (No Load):		
Reactive Power Required in Vars	s (Full Load):		
Reactive Compensation Installed	d (Vars):	_	
Compensation Switched?	Yes No A	automatically Switched?	Yes No



Output Level	Compensation (kVARS)	Power Factor @ PCC
0% Output		
25% Output		
50% Output		
100% Output		
Full Output		

Additional information for	Induction	n Generatii	ng Units that are	started by moto	<u>ring</u>
Motoring Power:		_ (KW)	Design Letter:		
Interconnection Equipmen	nt Techni	cal Detail			
Will a transformer be used	l betweer	n the gener	ator and the po	int of interconne	ction?
Yes No					
Will the transformer be pro	ovided by	/ Interconn	ecting Custome	r? Yes No	
Transformer Data (if applic	cable, for	Interconne	ecting Customer	-Owned Transfor	mer):
Nameplate Rating:	_ (kVA)	Single	or Three	Phase	
Transformer Impedance:		_ (%) on a	KVA Base	2	
If Three Phase:					
Transformer Primary:	(Volts)	Delta	Wye	_ Wye Grounded	Other
Transformer Secondary:		(Volts)	Delta Wy	ye Wye Gr	ounded
Other					
Transformer Fuse Data (if a	applicable	e, for Inter	connecting Cust	omer-Owned Fus	<u>se):</u>
(Attach copy of fuse manu	facturer's	s Minimum	Melt & Total Cl	earing Time-Curr	ent Curves)
Manufacturer:		Туре	:S	ize:	
Speed:					
Interconnecting Circuit Bre	eaker (if a	pplicable):			
Manufacturer:	Type:		Load Rating:	Interrupting	Rating:
			(Ar	nps)	(Amps)
Trip Speed:					
(Cycles)					



Interconnection Protective Relays (if applicable):

(If microprocessor-controlled)

List of Functions and Adjustable Set points for the protective equipment or software:

Set Poin	t Function	М	inimum	Maximum
1				
2.				
3				
4				
5				
6.				
(If discrete compor	nents)			
•	•	ne-Overcurrent Coordinatio	n Curves)	
		Style/Catalog No.:		
Manufacturer:	Type:	Style/Catalog No.:	Propose	ed Setting:
Manufacturer:	Type:	Style/Catalog No.:	Propose	ed Setting:
Manufacturer:	Type:	Style/Catalog No.:	Propose	ed Setting:
Manufacturer:	Туре:	Style/Catalog No.:	Propose	ed Setting:
Manufacturer:	Type:	Style/Catalog No.:	Propose	ed Setting:
Manufacturer:	Type:	Style/Catalog No.:	Propose	ed Setting:
Current Transform	er Data (if appli	cable):		
(Enclose copy of M	anufacturer's Ex	xcitation & Ratio Correction	n Curves)	
Manufacturer:	Type:	Style/Catalog No.:	Propose	ed Setting:
		Style/Catalog No.:		
Potential Transforr	ner Data (if app	<u>licable):</u>		
		Style/Catalog No.:	Propos	ad Satting.
Manufacturer.	iype.	Style/ Catalog No	1100030	a octing.



General Technical Detail

Enclose three copies of site electrical One-Line Diagram showing the configuration of all generating facility equipment, current and potential circuits, and protection and control schemes with a registered professional engineer (PE) stamp.

Enclose three copies of any applicable site documentation that indicates the precise physical location of the proposed generating facility (e.g., USGS topographic map or other diagram or documentation).

Proposed Location of Protective Interfaction (Include Address if Different from Applic		• •
Enclose copy of any applicable site documents of the protection and control schemes.	mentation tha	at describes and details the operation
Enclose copies of applicable schematic d current circuits, relay potential circuits, a	_	•
Please enclose application fee (\$3/kW, wany other information pertinent to this in		inimum and \$2,500 maximum) and
I hereby certify that, to the best of my kr application, including attached technical Distributed Resource Interconnection Tari	l detail, is true	•
Interconnecting Customer Signature	Title	Date
For Midw	est Energy's L	Jse Only
Company Signature:		Date:



Hays, KS 67601

Expedited/Standard Interconnection Application and Service Agreement Certificate of Completion

Installation Information	☐ Check if ow	vner-installed	
Interconnecting Custome	r:		
Location of Facility (if diff	erent from above):	
City:	State:		Zip Code:
Telephone (Daytime):		(Evening):	
Fax Number:	Em	ail Address:	
Electrician:			
Name:			
Mailing Address:			
City:	State:		Zip Code:
Fax Number:	Em	ail Address:	
License number (Required	d):		
Inspection: The system h	as been installed a	and inspected in	compliance with the
local Building/Electrical C	ode of		
		(City and/or Co	unty)
Signed (Local Electrical W	iring Inspector, or	attach signed el	ectrical inspection form):
Inspector's Name (printed	d):		Date:
Inspection Exempt: (Cust Building/Electrical Code ju	_	elow if facility is I	not subject to local
I certify this facility is exer energized.	mpt from local cod	de requirements	and is ready to be
			Date:
Customer Signature			
As a condition of intercor along with a copy of the s		=	a copy of this form,
Midwest Energy,	Inc.		
c/o Ryan Hamme			
1330 Canterbury			

email: rhammerschmidt@mwenergy.com



Exhibit C: Supplemental Review Agreement

This Agreement, dated	, is entered into by and between
	ng Customer") and the Company, for the purpose
of setting forth the terms, conditions, and o	costs for conducting a supplemental review relative
to the Expedited process as outlined in	Section 3.2 of the Interconnection Tariff. This
supplemental review pertains to (Insert ge	nerator facility name or location.)
through the Expedited process including requirements, reasoning, and costs for the an executable Interconnection Service Agreexecution. If the supplemental review does	the requirements for processing the application any system modifications, then the modification ese modifications will be identified and included in reement sent to the Interconnecting Customer for s not determine the requirements, it will include a rt of the Standard process which will include an
additional information and technical da supplemental review not already provided work pertaining to the supplemental revi approved and coordinated only through of Company and the Interconnecting Custom	provide, in a timely and complete manner, all ta necessary for the Company to conduct the in the Interconnecting Customer's application. All iew that is the subject of this Agreement will be designated and authorized representatives of the ner. Each party shall inform the other in writing of ive, if different than what is in the application.
	ental review for a fee not to exceed \$1,250 (\$125). The Company anticipates that the supplemental be performed until payment is received.
IN WITNESS WHEREOF, the Parties hereto be executed by their duly authorized repre	have caused two (2) originals of this Agreement to esentatives.
Interconnecting Customer	Date
Midwest Energy, Inc.	



Exhibit D: Impact Study Agreement

This Agreement, dated	, is entered into by and between
	("Interconnecting Customer") and the Company, for the purpose of
setting forth the terms,	conditions, and costs for conducting an Impact Study relative to the
Standard process, as de	efined in Section 1 and outlined in Section 3 of the Interconnection
Tariff. This Impact Study	will be for (Insert generator facility name or location.)

- 1. The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Impact Study not already provided in the Interconnecting Customer's application.
- 2. All work pertaining to the Impact Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.
- 3. Where there are other potentially affected systems, and no single Party is in a position to prepare an Impact Study covering all potentially affected systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the impact of the interconnection request on other potentially affected systems. The Interconnecting Customer will be directly responsible to the potentially affected system operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially affected systems. The Company will not proceed with this Impact Study without the Interconnecting Customer's consent to have the other studies conducted.
- 4. If the Company determines, in accordance with good utility practice, that the system modifications to the Company EDS are not substantial, the Impact Study will determine the scope and cost of the modifications. If the Company determines, in accordance with good utility practice, that the system modifications to the Company EDS are substantial, the impact study will produce an estimate for the modification costs (within ±25%) and a Detailed Study Agreement and its estimated cost.
- 5. The Impact Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer's proposed use of the Company EDS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to SPP or Company approval, should such approval be required, is completely at the Interconnecting Customer's risk.



- 6. The Impact Study fee of \$ ______ (except as noted below) is due in full prior to the execution of the Impact Study. If the anticipated cost exceeds \$25,000, the Interconnecting Customer is eligible for a payment plan. At the request of the Interconnecting Customer, the Company will divide the costs into phases in which the costs will be collected prior to Company expenditures for each phase of the study. The payment plan will be attached as an exhibit to the Impact Study Agreement.
- 7. The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of ten (10) percent only. All costs that exceed the ten (10) percent increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the ten (10) percent increase cap, or the Company will suspend the work and the corresponding agreement will terminate.
- 8. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the system modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such system modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such system modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.
- 9. In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 11 below.
- 10. Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EDS.
- 11. Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees, and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits, and proceedings of any nature whatsoever for



personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification. Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company for, and releases the Company from, any and all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer.

- 12. This Agreement shall be interpreted, governed, and construed under the laws of the State of Kansas without giving effect to choice of law provisions that might apply to the law of a different jurisdiction. The interconnection and services provided under this Agreement shall at all times be subject to terms and conditions set forth in the tariffs applicable to the electric service provided by Company. Copies of such tariffs are available at the Company's web site or by request to Company and are incorporated into this Agreement by this reference. Notwithstanding any other provisions of this Agreement, Company shall have the right to unilaterally file with the Kansas Corporation Commission (KCC), pursuant to the KCC's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto. The terms used herein shall have the meanings assigned to them either in this Agreement or in the Interconnection Tariff.
- 13. If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.
- 14. All amendments to this Agreement shall be in written form executed by both Parties.
- 15. The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
- 16. This Agreement will remain in effect for a period of up to two (2) years from its effective date.
- 17. This Agreement may be terminated under the following conditions.
 - a. The Parties agree in writing to terminate the Agreement.
 - b. The Interconnecting Customer may terminate this agreement at any time by providing written notice to Company.
 - c. The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Tariff.

IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed by their duly authorized representatives.

Interconnecting Customer:	Date:	
Midwest Energy, Inc.:	Date:	



Exhibit E: Detailed Study Agreement

This Agreement, dated	, is entered into by and between
	("Interconnecting Customer") and the Company, for the purpose of
setting forth the terms,	conditions, and costs for conducting a Detailed Study relative to the
Standard process as def	fined in Section 1 and outlined in Section 3 of the Interconnection
Tariff. This Detailed Stud	y will be for (Insert generator facility name or location.)

- 1. The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Detailed Study not already provided in the Interconnecting Customer's application.
- 2. All work pertaining to the Detailed Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.
- 3. Where there are other potentially affected systems identified by the Impact Studies, and no single Party is in a position to prepare a Detailed Study covering all affected systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the system modifications of the interconnection request on other affected systems. The Interconnecting Customer will be directly responsible to the affected system operators for all costs of any additional studies required to evaluate the impact of the interconnection on the affected systems. The Company will not proceed with this Detailed Study without the Interconnecting Customer's consent to have the other studies conducted.
- 4. The Company will provide an estimate of the costs of the system modifications required as a result of the Detailed Study.
- 5. The Detailed Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer's proposed use of the Company EDS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to SPP or Company approval, should such approval be required, is completely at the Interconnecting Customer's risk.
- 6. The Detailed Study fee of \$ _____ (except as noted below) is due in full prior to the execution of the Detailed Study. If the anticipated cost exceeds \$25,000, the



- Interconnecting Customer is eligible for a payment plan. At the request of the Interconnecting Customer, the Company will break the costs into phases in which the costs will be collected prior to Company expenditures for each phase of the study. The payment plan will be attached as an exhibit to the Detailed Study Agreement.
- 7. The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of ten (10) percent only. All costs that exceed the ten (10) percent increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the ten (10) percent increase cap, or the Company will suspend the work and the corresponding agreement will terminate.
- 8. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the system modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such system modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such system modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.
- 9. In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 11 below.
- 10. Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EDS.
- 11. Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits, and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by



that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification. Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company for, and releases the Company from, any and all liabilities arising from or attributable to information supplied by the Interconnecting Customer.

- 12. This Agreement shall be interpreted, governed, and construed under the laws of the State of Kansas without giving effect to choice of law provisions that might apply to the law of a different jurisdiction. The interconnection and services provided under this Agreement shall at all times be subject to terms and conditions set forth in the tariffs applicable to the electric service provided by Company. Copies of such tariffs are available at the Company's website or by request to Company and are incorporated into this Agreement by this reference. Notwithstanding any other provisions of this Agreement, Company shall have the right to unilaterally file with the Kansas Corporation Commission (KCC), pursuant to the KCC's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto. The terms used herein shall have the meanings assigned to them either in this Agreement or in the Interconnection Tariff.
- 13. If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.
- 14. All amendments to this Agreement shall be in written form executed by both Parties.
- 15. The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
- 16. This Agreement will remain in effect for a period of up to two (2) years from its effective date.
- 17. This Agreement may be terminated under the following conditions:
 - a. The Parties agree in writing to terminate the Agreement.
 - b. The Interconnecting Customer may terminate this agreement at any time by providing written notice to Company.
 - c. The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Tariff.

IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed by their duly authorized representatives.

Interconnecting Customer:	Date:	
-		
Midwest Energy, Inc.:	Date:	



Exhibit F: Interconnection Service Agreement

1.	Parties. This Interconnection Service Agreement ("Agreement"), dated as of			
	("Effective Date"), is entered into by and between Midwest Energy, Inc., a Kansas			
	corporation with a principal place of business at 1330 Canterbury Drive, Hays, Kansas			
	(hereinafter referred to as the "Company"), and, a, a			
	corporation with a principal place of business at			
	("Interconnecting Customer"). (The Company and Interconnecting Customer are			
	collectively referred to as the "Parties"). Terms used herein without definition shall ha			
	the meanings set forth in the Interconnection Tariff Section 1.2.			
2.	Basic Understandings. This Agreement provides for parallel operation of an			
	Interconnecting Customer's generator facility (CGF) with the Company EDS to be installed			
and operated by the Interconnecting Customer at(CGF name, physical address, and Midwest Energy account number, if applicab description of the CGF is located in Attachment 2. The Interconnecting Customer ha				
				right to operate its CGF in parallel with the Company EDS immediately upon successful
				completion of the protective relays testing as witnessed by the Company and receipt of
	written notice from the Company that interconnection with the Company EDS is			
	authorized ("Authorization Date").			
3.	Term. This Agreement shall become effective as of the Effective Date. The Agreement			
	shall continue in full force and effect until terminated pursuant to Section 4 of this			

- **3. Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.
- **4. Termination.** This Agreement may be terminated under the following conditions:
 - a. The Parties agree in writing to terminate the Agreement.
 - b. The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.
 - c. The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.
 - d. The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the CGF within twelve (12) months of the Authorization Date; or, (2) permanently abandons the CGF. Failure to operate the CGF for any consecutive twelve (12) month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.
 - e. The Company, upon thirty (30) days' notice, may terminate this Agreement if there are any changes in Kansas Corporation Commission regulations or state or federal regulations or laws that have a material adverse effect on the Company's ability to perform its obligations under the terms of this Agreement.



- f. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.
- g. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.
- **5. General Payment Terms.** The Interconnecting Customer shall be responsible for the system modification costs and payment terms identified in Attachment 4 of this Agreement and any approved cost increases pursuant to the terms of Section 5 of the Interconnection Tariff.
 - a. Cost or Fee Adjustment Procedures. The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of ten (10) percent only. All costs that exceed the ten (10) percent increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the ten (10) percent increase cap, or the Company will suspend the work and the corresponding agreement will terminate.
 - b. Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the system modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such system modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such system modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.
- **6. Operating Requirements.** Parties shall operate their respective facilities according to Section 6 of the Interconnection Tariff.
- **7. Disconnection.** Disconnection of the facility shall be governed by Section 7 of the Interconnection Tariff.
- **8. Metering**. Metering of the output from the CGF shall be conducted pursuant to Section 8 of the Interconnection Tariff.



- 9. Assignment. Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.
- **10. Confidentiality**. Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information, except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in writing.
- **11. Insurance Requirements.** Insurance requirements are specified in Section 10 of the Interconnection Tariff.
- 12. Indemnification. Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits, and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.
- **13. Limitation of Liability**. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- **14. Amendments and Modifications**. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
- 15. Permits and Approvals. Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the CGF. Prior to the construction of system modifications, the Interconnecting Customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the CGF the Interconnection Customer will notify the Company that it has obtained all permits necessary. Upon request the



Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.

- **16. Force Majeure**. For purposes of this Agreement, "Force Majeure Event" means any event:
 - a. That is beyond the reasonable control of the affected Party; and
 - b. That the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lighting, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

17. Notices

a. Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company: If to Interconnecting Customer:

Midwest Energy, Inc.

Operations & Engineering Dept.

PO Box 898

Address:

Hays, Kansas 67601 City, State, Zip:

Phone: 785-625-3437 Phone: Fax: 785-625-1494 Fax:

- b. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 17.1.
- c. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.



18. Default and Remedies

- a. <u>Defaults</u>. Any one of the following shall constitute "An Event of Default."
 - (1) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
 - (2) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.
- b. <u>Remedies</u>. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:
 - (1) Continue to perform and enforce this Agreement;
 - (2) Recover damages from the defaulting Party except as limited by this Agreement;
 - (3) By written notice to the defaulting Party terminate this Agreement;
 - (4) Pursue any other remedies it may have under this Agreement or under applicable law or in equity.
- 19. Entire Agreement. This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff, Terms and Conditions, and other KCC approved rate schedules.
- 20. Conflict of Provisions and Revisions. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Kansas Corporation Commission approval after the effective date of this Agreement, the Company shall, not later than ten (10) days after the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.
- **21. Governing Law**. This Agreement shall be interpreted, governed, and construed under the laws of the State of Kansas without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.



- **22. Non-waiver**. None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- **23.** Counterparts. This Agreement may be signed in counterparts.
- **24. No Third-Party Beneficiaries**. This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
- **25. Dispute Resolution**. Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to Kansas Corporation Commission procedures.
- **26. Severability**. If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.

IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to

be executed by their duly authorized representatives.			
Interconnecting Customer	Date		
Midwest Energy, Inc.	 Date		



List of Attachments to Exhibit F

The following attachments will be developed and included as appropriate for each specific Interconnection Service Agreement, except for Attachment 6, which is included below.

Attachment 1: Definitions (See Section 1.2 of Tariff)

Attachment 2: Description of Facilities, including demarcation of Point of Common Coupling

Attachment 3: Description of System Modifications

Attachment 4: Costs of System Modifications and Payment Terms

Attachment 5: Special Operating Requirements