Midwest Energy, Inc. Distributed Generation Interconnection Simplified Process Application and Service Agreement

Instructions

To submit an application to interconnect a Customer-generator facility (CGF) using the Simplified Process (10 kW or less, inverter-based, UL1741-listed) please fill out the attached application form down to the space for your signature. Please sign and attach documentation provided by the generator manufacturer describing the UL1741 listing for the generator. The process is:

- 1. Application process:
 - a. Interconnecting Customer submits a completed Simplified Interconnection Application and Service Agreement.
 - 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) days of receipt that the application is or is not complete and, if not, advises what is missing.
- 2. 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.
- 3. 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, and schedules appropriate metering replacement, if necessary.
- 4. Company notifies Interconnecting Customer in writing that interconnection of the CGF is authorized. If the witness test is not satisfactory, the Company has the right to disconnect the CGF. 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.

<u>Contact Information</u>: You must provide the contact information for the legal applicant, i.e. the Interconnecting Customer. If another party is responsible for interfacing with the Company, you should provide his/her/its contact information as well.

<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.

When completed, please mail or e-mail the Application to:

Midwest Energy, Inc. Customer Service Dept. 1330 Canterbury Road Hays, KS 67601

e-mail: Mbillinger@mwenergy.com

Simplified Process Interconnection Application and Service Agreement for Generator Facilities with Inverter Capacity of 10kW or Less

		act Information			
Legal name and address of In					
Name:					
Mailing Address:					
-			_Zip Code:		
		(Evening):			
Facsimile Number:	E-Mail Address:				
Alternative Contact Information	tion (if different fro	om Applicant)			
Name:					
Mailing Address:					
City:	State:		_ Zip Code:		
Telephone (Daytime):		(Evening):			
Facsimile Number:		E-Mail Address:			
Street Address or Physical L		ity Information			
Midwest Energy Account N					
Generator Manufacturer and					
Generator Rating: (K)					
Inverter Manufacturer and M		-			
Inverter Rating: (KW					
		(AC voits) Single	Or ThreePhase		
UL1741 Listed? Ye		timested La Comise Det			
			e:		
Customer Signature (Attach		e			
			n provided in this application is		
true and I agree to the Terms	and Conditions on	the following pages.			
Interconnecting Customer Si	gnature		Date		
Installation of the CGF is ap	proved contingent		Facility ditions of this Agreement, and fications required? Yes No)		
Company Signature: Company waives inspection/	witness test? Yes	Date	:		

Distributed Resource Interconnection Tariff Exhibit A

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.
 - 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:

Distributed Resource Interconnection Tariff Exhibit A

- 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, as approved by the Kansas Corporation Commission 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).

Distributed Generation Simplified Process Interconnection Certificate of Completion

Installation Information	□ Check if	owner-installed	
Interconnecting Customer: _			
Location of Facility (if diffe	rent from above):	
City:	State:		Zip Code:
Telephone (Daytime):		(Evening):	
Facsimile Number:		E-Mail Address:	
Electrician:			
Name:			
Mailing Address:			
City:	State:		Zip Code:
Telephone (Daytime):		(Evening):	
Facsimile Number:		E-Mail Address:	
License number:			
Inspection: The system has Code of(City and/or		-	pliance with the local Building/Electrical
Signed (Local Electrical Wi		r attach signed elec	trical inspection form):
Inspector's Name (printed):			 Date:
Inspection Exempt: (Custor	ner must sign be	clow if facility is not	t subject to local Building/Electrical Code
jurisdiction.) I certify this fa	cility is exempt	_	uirements and is ready to be energized.
Customer Signature			
As a condition of interconne copy of the signed electrical	•		il a copy of this form along with a
Midwest Er Customer S 1330 Canter Hays, KS 6'	ervice Dept. bury Road	e-mail: Mbillinger	c@mwenergy.com

Distributed Resource Interconnection Tariff Exhibit A