

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 352

SCHEDULE DRIT

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule Initial Sheet

Company Wide

(Territory to which schedule is applicable)

which was filed

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 6 Sheets

Exhibit A: Simplified Process Interconnection Application and Service Agreement Instructions

If you wish to submit an application to interconnect a generating facility using the Simplified Process (10KW 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 facility equipment 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 facility 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 facility is authorized. If the witness test is not satisfactory, the Company has the right to disconnect the facility. 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 facility in ten (10) days or by mutual agreement of the Parties, the witness test is deemed waived.

Issued _____
 Month Day Year
 Effective Upon Approval by Commission
 Month Day Year
 By Earnest A. Lehman President
 Earnest A. Lehman Signature of Officer Title

04-GIME-030-GIE
 Approved PR
 Kansas Corporation Commission
 May 27, 2004
 /s/ Susan K. Duffy

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Sheet 2 of 6 Sheets

Exhibit A - cont.

Contact Information: 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.

Prime Mover: 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).

Energy Source: 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).

UL1741 Listing: 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.

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Sheet 3 of 6 Sheets

Exhibit A - cont.

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

Contact Information

Legal name and address of Interconnecting Customer (Applicant)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Alternative Contact Information (if different from Applicant)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Facility Information

Street Address or Physical Location: _____

Midwest Energy Account Number: _____

Inverter Manufacturer: _____ Model _____

Nameplate Rating: _____ (KW) _____ (kVA) _____ (AC Volts) Single ___ or Three ___ Phase

System Design Capacity: _____ (KW) _____ (kVA)

Prime Mover (Pick one from list on instruction sheet.) _____

Energy Source (Pick one from list on instruction sheet.) _____

UL1741 Listed? Yes No

Estimated Install Date: _____ Estimated In-Service Date: _____

Customer Signature (Attach manufacturer's cut sheet showing UL1741 listing and sign here.)

I hereby certify that, to the best of my knowledge, all of the information provided in this application is true and I agree to the Terms and Conditions on the following page.

Interconnecting Customer Signature

Date

Company Approval to Install Facility

Installation of the facility is approved contingent upon the terms and conditions of this Agreement, and agreement to any system modifications, if required. (Are system modifications required? Yes ___ No ___)

Company Signature: _____ Date: _____

Company waives inspection/witness test? Yes ___ No ___

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Sheet 4 of 6 Sheets

Exhibit A - cont.

Terms and Conditions for Simplified Interconnections

1. **Construction of the Facility.** The Interconnecting Customer may proceed to construct the facility after the Simplified Interconnection Application and Service Agreement has been signed by the Company.
2. **Interconnection and operation.** The Interconnecting Customer may operate facility and interconnect with the Company's system after the following has occurred:
 - a. **Code Inspection:** Upon completing construction, the Interconnecting Customer will cause the facility 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 facility 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 facility 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 facility.
5. **Access.** The Company shall have access to the disconnect switch (if required) of the facility at all times.
6. **Disconnection.** The Company may temporarily disconnect the facility 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

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Sheet 5 of 6 Sheets

Exhibit A - cont.

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 facility fails to operate for any consecutive twelve (12) month period, or (2) In the event that the facility 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 facility 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).

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Sheet 6 of 6 Sheets

Exhibit A - cont.

**Simplified Process Interconnection
Certificate of Completion**

Installation Information Check if owner-installed

Interconnecting Customer: _____

Contact Person: _____

Mailing Address: _____

Location of Facility (if different 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 been installed and inspected in compliance with the local Building/
Electrical Code of _____

(City and/or County)

Signed (Local Electrical Wiring Inspector, or attach signed electrical inspection form):

Inspector's Name (printed): _____ Date: _____

Inspection Exempt: (Customer must sign below if facility is not subject to local Building/Electrical Code jurisdiction.) I certify this facility is exempt from local code requirements and is ready to be energized.

Date _____

Customer Signature

As a condition of interconnection you are required to send/fax a copy of this form along with a copy of the signed electrical permit, if any, to:

Midwest Energy, Inc.
Operations and Engineering Dept.
1330 Canterbury Road, Hays, KS 67601

Fax: 785-625-1494

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