KANSAS REC SMALL GENERATOR INTERCONNECTION PROCEDURES (KS-SGIP)

(For Generating Facilities No Larger Than 20 MW)

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SECTION 1. APPLICATION

1.1 Applicability

1.1.1 This process is only applicable to Interconnection Requests from members of the Electric Cooperative that have an active account.

1.1.2 A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kW shall be evaluated under the Attachment 5, 10 kW Inverter Process. A request to interconnect a certified Small Generating Facility[1] no larger than 2 MW shall be evaluated under the Section 3 Fast Track Process. A request to interconnect a Small Generating Facility larger than 2 MW but no larger than 20 MW, or a Small Generating Facility that does not pass the Fast Track Process or the 10 kW Inverter Process, shall be evaluated under the Section 4 Study Process.

1.1.3 This process is only applicable to interconnections with Electric Cooperative facilities up to 69 kV that are not under the functional control of the Southwest Power Pool, Inc.

1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of these procedures.

1.1.3 All references to Interconnection Agreement in this procedure refer to the Kansas REC Small Generator Interconnection Agreement (KS-SGIA).

1.2 Pre-Application

The Electric Cooperative shall designate an employee or office from which information on the application process and on the Distribution System can be obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The name, telephone number, and e-mail address of such contact employee or office shall be made available on the Electric Cooperative's Internet website. Distribution System information provided to the Interconnection Customer should include relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Electric Cooperative's Distribution System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The Electric Cooperative shall comply with reasonable requests for such information.

1.3 Interconnection Request

The Interconnection Customer shall submit its Interconnection Request to the Electric Cooperative, together with the processing fee or deposit specified in the Application Form. The Electric Cooperative shall notify the Interconnection Customer within 10 Business Days of the receipt of the Interconnection Request as to whether the

[1] See Attachments 3 and 4 for description of certification criteria

Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, the Electric Cooperative shall provide a notice that the Interconnection Request is incomplete, including a written list detailing all information that must be provided to complete the Interconnection Request. The Interconnection Customer will have 10 Business Days after receipt of the notice to submit the listed information or to request an extension of time to provide such information. If the Interconnection Customer does not provide the listed information or a request for an extension of time within the deadline, the Interconnection Request will be deemed withdrawn. An Interconnection Request will be deemed complete upon submission of the listed information to the Electric Cooperative.

1.4 Modification of the Interconnection Request

Any modification to machine data or equipment configuration or to the interconnection site of the Small Generating Facility not agreed to in writing by the Electric Cooperative and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the changes are undertaken.

1.5 Site Control

Documentation of site control must be submitted with the Interconnection Request. Site control may be demonstrated through:

1.5.1 Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Small Generating Facility;

1.5.2 An option to purchase or acquire a leasehold site for such purpose; or

1.5.3 An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.

1.6 Queue Position

The Electric Cooperative shall assign a Queue Position based upon the date of the Interconnection Request. The Queue Position of each Interconnection Request will be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection. The Electric Cooperative shall maintain a single queue per geographic region. At the Electric Cooperative's option, Interconnection Requests may be studied serially or in clusters for the purpose of the system impact study.

1.7 Interconnection Requests Submitted Prior to the Effective Date of the Kansas REC Small Generator Interconnection Procedures (KS-SGIP)

Nothing in this KS-SGIP affects an Interconnection Customer's Queue Position assigned before the effective date of this KS-SGIP. The Parties agree to complete work on any interconnection study agreement executed prior the effective date of this KS-SGIP in

accordance with the terms and conditions of that interconnection study agreement. Any new studies or other additional work will be completed pursuant to this KS-SGIP.

SECTION 2. 10 kW INVERTER PROCESS

The 10kW Certified Inverter-Based application is available only for inverter-based Small Generating Facilities no larger than 10kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the KS-SGIP. The application for this process is shorter and requires less information from the Interconnection Customer. Qualifying for this application automatically qualifies the proposed interconnection to be evaluated under the Fast Track Process.

SECTION 3. FAST TRACK PROCESS

3.1 Applicability

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Electric Cooperative's Distribution System if the Small Generating Facility is no larger than 2 MW and if the Interconnection Customer's proposed Small Generating Facility meets the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or the Electric Cooperative has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

3.2 Initial Review

Within 15 Business Days after the Electric Cooperative notifies the Interconnection Customer it has received a complete Interconnection Request, the Electric Cooperative shall perform an initial review using the screens set forth below, shall notify the Interconnection Customer of the results, and make copies of the analysis and data underlying the Electric Cooperative's determinations under the screens available upon request by the Interconnection Customer.

3.2.1 Screens

3.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of the Electric Cooperative's Distribution System.

3.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation on the circuit, including the proposed Small Generating Facility, shall not exceed 15% of the line section annual peak load as most recently measured at the substation. A line section is that portion of an Electric Cooperative's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

3.2.1.3 For interconnection of a proposed Small Generating Facility to the load side of spot network protectors, the proposed Small Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5% of a spot network's maximum load or 50 kW[2].

3.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10% to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

3.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers) or Interconnection Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5% of the short circuit interrupting capability.

3.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnection Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Electric Cooperative's electric power system due to a loss of ground during the operating time of any anti-islanding function.

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

3.2.1.7 If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation

[2] A spot Network is a type of distribution system found within modern commercial buildings to provide high reliability of service to a single customer. (Standard Handbook for Electrical Engineers, 11th edition, Donald Fink, McGraw Hill Book Company)

capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.

3.2.1.8 If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240-volt service, its addition shall not create an imbalance between the two sides of the 240-volt service of more than 20% of the nameplate rating of the service transformer.

3.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect, shall not exceed 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 busses from the point of interconnection).

3.2.1.10 No construction of facilities by the Electric Cooperative on its own system shall be required to accommodate the Small Generating Facility.

3.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved and the Electric Cooperative will provide the Interconnection Customer an executable Interconnection Agreement within five Business Days after the determination.

3.2.3 If the proposed interconnection fails the screens, but the Electric Cooperative determines that the Small Generating Facility nonetheless may be interconnected consistent with safety, reliability, and power quality standards, the Electric Cooperative shall provide the Interconnection Customer an executable Interconnection Agreement within five Business Days after the determination.

3.2.4 If the proposed interconnection fails the screens, but the Electric Cooperative does not or cannot determine from the initial review that the Small Generating Facility nonetheless may be interconnected consistent with safety, reliability, and power quality standards unless the Interconnection Customer is willing to consider minor modifications or further study, the Electric Cooperative shall provide the Interconnection Customer with the opportunity to attend a customer options meeting.

3.3 Customer Options Meeting

If the Electric Cooperative determines the Interconnection Request cannot be approved without minor modifications at minimal cost; or a supplemental study or other additional studies or actions; or at significant cost to address safety, reliability, or power quality problems, within the five Business Day-period after the determination, the Electric Cooperative shall notify the Interconnection Customer and provide copies of all data and

analyses underlying its conclusion, upon request. Within 10 Business Days of the Electric Cooperative's determination, the Electric Cooperative shall offer to convene a customer options meeting with the Electric Cooperative to review possible Interconnection Customer facility modifications, or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to be connected safely and reliably. At the time of notification of the Electric Cooperative's determination, or at the customer options meeting, the Electric Cooperative shall:

3.3.1 Offer to perform facility modifications or minor modifications to the Electric Cooperative's electric system (*e.g.*, changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Electric Cooperative's electric system; or

3.3.2 Offer to perform a supplemental review if the Electric Cooperative concludes that the supplemental review might determine that the Small Generating Facility could continue to qualify for interconnection pursuant to the Fast Track Process, and provide a non-binding good faith estimate of the costs of such review; or

3.3.3 Obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under the Section 4 Study Process.

3.4 Supplemental Review

If the Interconnection Customer agrees to a supplemental review, the Interconnection Customer shall agree in writing within 15 Business Days of the offer, and submit a deposit for the estimated costs. The Interconnection Customer shall be responsible for the Electric Cooperative's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within 20 Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the Electric Cooperative will return such excess within 20 Business Days of the invoice without interest.

3.4.1 Within 10 Business Days following receipt of the deposit for a supplemental review, the Electric Cooperative will determine if the Small Generating Facility can be interconnected safely and reliably.

3.4.1.1 If so, the Electric Cooperative shall forward an executable Interconnection Agreement to the Interconnection Customer within five Business Days.

3.4.1.2 If so, and Interconnection Customer facility modifications are required to allow the Small Generating Facility to be interconnected consistent with safety, reliability, and power quality standards under these procedures, the Electric Cooperative shall forward an executable Interconnection Agreement to the Interconnection Customer within five Business Days after

confirmation that the Interconnection Customer has agreed to make the necessary changes at the Interconnection Customer's cost.

3.4.1.3 If so, and minor modifications to the Electric Cooperative's electric system are required to allow the Small Generating Facility to be interconnected consistent with safety, reliability, and power quality standards under the Fast Track Process, the Electric Cooperative shall forward an executable Interconnection Agreement to the Interconnection Customer within 10 Business Days that requires the Interconnection Customer to pay the costs of such system modifications prior to interconnection.

3.4.1.4 If not, the Interconnection Request will continue to be evaluated under the Section 4 Study Process.

SECTION 4. STUDY PROCESS

4.1 Applicability

The Study Process shall be used by an Interconnection Customer proposing to interconnect its Small Generating Facility with the Electric Cooperative's Distribution System if the Small Generating Facility (1) is larger than 2 MW but no larger than 20 MW, (2) is not certified, or (3) is certified but did not pass the Fast Track Process or the 10 kW Inverter Process.

4.2 Scoping Meeting

4.2.1 A scoping meeting will be held within 10 Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. The Electric Cooperative and the Interconnection Customer will bring to the meeting personnel, including system engineers and other resources, as may be reasonably required to accomplish the purpose of the meeting.

4.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request. The Parties shall further discuss whether the Electric Cooperative should perform a feasibility study or proceed directly to a system impact study, or a facilities study, or an Interconnection Agreement. If the Parties agree that a study should be performed, the Electric Cooperative shall provide the Interconnection Customer, as soon as possible, but not later than five Business Days after the scoping meeting, a study agreement (Attachment 6, 7, or 8), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. Where the Parties agree it is reasonable to do so, a single study addressing feasibility, system impact, and facilities can be conducted rather than separate studies. The parties will have to agree on a scope for the combined study, an initial deposit for the study costs, and execute a study agreement (similar to Attachments 6, 7, and 8)

4.2.3 The scoping meeting may be omitted by mutual agreement. In order to remain in consideration for interconnection, an Interconnection Customer who has requested a feasibility study must return the executed feasibility study agreement within 15 Business Days. If the Parties agree not to perform a feasibility study, the Electric Cooperative shall provide the Interconnection Customer, no later than five Business Days after the scoping meeting, a system impact study agreement (Attachment 7), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If the Parties agree not to perform a system impact study, the Electric Cooperative shall provide the Interconnection Customer, no later than five Business Days after the scoping meeting, a facilities study agreement (Attachment 8), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

4.3 Feasibility Study

4.3.1 The feasibility study shall identify any potential adverse system impacts that would result from the interconnection of the Small Generating Facility.

4.3.2 A deposit of the lesser of 50% of the good faith estimated feasibility study costs or earnest money of $1,000 may be required from the Interconnection Customer.

4.3.3 The scope of and cost responsibilities for the feasibility study are described in the attached feasibility study agreement (Attachment 6).

4.3.4 If the feasibility study shows no potential for adverse system impacts, the Electric Cooperative shall send the Interconnection Customer a facilities study agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If no additional facilities are required, the Electric Cooperative shall send the Interconnection Customer an executable Interconnection Agreement within five Business Days.

4.3.5 If the feasibility study shows the potential for adverse system impacts, the review process shall proceed to the appropriate system impact study(ies).

4.4 System Impact Study

4.4.1 A system impact study shall identify and detail the electric system impacts that would result if the proposed Small Generating Facility were interconnected without project modifications or electric system modifications, focusing on the adverse system impacts identified in the feasibility study, or to study potential impacts, including, but not limited to, those identified in the scoping meeting. A system impact study shall evaluate the impact of the proposed interconnection on the reliability of the electric system.

4.4.2 In instances where the feasibility study or the Distribution System impact study shows potential for Distribution System adverse system impacts, within five Business Days following transmittal of the feasibility study report, the Electric Cooperative shall notify the Interconnection Customer about the potential transmission system impacts. If the Interconnection Customer elects to proceed with the interconnection process, the Electric Cooperative will schedule a meeting with the Transmission Owner and the Interconnection Customer to discuss next steps. Otherwise, the Interconnection Request is considered withdrawn.

4.4.3 If the feasibility study shows no potential for Distribution System adverse system impacts, the Electric Cooperative shall send the Interconnection Customer either a facilities study agreement (Attachment 8), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or an executable Interconnection Agreement, as applicable.

4.4.4 In order to remain under consideration for interconnection, the Interconnection Customer must return executed system impact study agreements, if applicable, within 30 Business Days.

4.4.5 A deposit of the good faith estimated costs for each system impact study may be required from the Interconnection Customer.

4.4.6 The scope of and cost responsibilities for a system impact study are described in the attached system impact study agreement.

4.5 Facilities Study

4.5.1 Once the required system impact study(ies) is completed, a system impact study report shall be prepared and transmitted to the Interconnection Customer along with a facilities study agreement within five Business Days, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the facilities study. In the case where one or both impact studies are determined to be unnecessary, a notice of the fact shall be transmitted to the Interconnection Customer within the same timeframe.

4.5.2 In order to remain under consideration for interconnection or, as appropriate, in the Electric Cooperative's interconnection queue, the Interconnection Customer must return the executed facilities study agreement or a request for an extension of time within 30 Business Days.

4.5.3 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement, and construction work (including overheads) needed to implement the conclusions of the system impact study(ies).

4.5.4 Design for any required Interconnection Facilities and/or Upgrades shall be performed under the facilities study agreement. The Electric Cooperative may

contract with consultants to perform activities required under the facilities study agreement. The Interconnection Customer and the Electric Cooperative may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by the Electric Cooperative under the provisions of the facilities study agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the Electric Cooperative shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain an independent design and cost estimate for any necessary Interconnection Facilities.

4.5.5 A deposit of the good faith estimated costs for the facilities study may be required from the Interconnection Customer.

4.5.6 The scope of and cost responsibilities for the facilities study are described in the attached facilities study agreement.

4.5.7 Upon completion of the facilities study, and with the agreement of the Interconnection Customer to pay for Interconnection Facilities and Upgrades identified in the facilities study, the Electric Cooperative shall provide the Interconnection Customer an executable Interconnection Agreement within five Business Days.

SECTION 5. PROVISIONS THAT APPLY TO ALL INTERCONNECTION REQUESTS

5.1 Reasonable Efforts

The Electric Cooperative shall make reasonable efforts to meet all time frames provided in these procedures unless the Electric Cooperative and the Interconnection Customer agree to a different schedule. If the Electric Cooperative cannot meet a deadline provided herein, it shall notify the Interconnection Customer, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

5.2 Disputes

5.2.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this section and to conduct all negotiations in good faith.

5.2.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

5.2.3 If the dispute has not been resolved within five Business Days after receipt of the Notice, the Parties shall schedule a consultation with executive-level personnel

from each Party. If the executive-level consultation does not result in a settlement within 10 additional Business Days, either Party shall use the mediation procedures provided for in the Kansas Dispute Resolution Act (K.S.A. 5-501, *et seq*., and the accompanying guidelines issued by the Kansas Supreme Court) for assistance in resolving the dispute; provided, however, that either Party may terminate such mediation procedures if it believes the Parties are at an impasse.

5.2.4 Unless otherwise specified in the Kansas Dispute Resolution Act, each Party will be responsible for one-half of any costs paid to neutral third-parties.

5.2.5 If the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of these procedures; provided, however, that the exercise of such legal rights and remedies can only be brought in a Kansas court of competent jurisdiction and, further, that the Parties waive all rights to a jury trial.

5.2.6 Any provision of this section may be modified, amended, or supplemented only upon mutual agreement, in writing, and signed by each Party.

5.3 Interconnection Metering

Any metering necessitated by the use of the Small Generating Facility shall be installed at the Interconnection Customer's expense in accordance with applicable state or local regulatory requirements and the Electric Cooperative's specifications.

5.4 Commissioning

Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards.[3] The Electric Cooperative must be given at least five Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

5.5. Confidentiality

5.5.1 Confidential information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of these procedures all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such.

5.5.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce these procedures. Each Party receiving Confidential Information shall

[3] See Attachment 3 for relevant Codes and Standards

hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing the information, except to fulfill obligations under these procedures, or to fulfill legal or regulatory requirements.

5.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

5.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

5.6 Comparability

The Electric Cooperative shall receive, process, and analyze all Interconnection Requests in a timely manner as set forth in this document. The Electric Cooperative shall use the same reasonable efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Small Generating Facility is owned or operated by the Electric Cooperative, its subsidiaries or affiliates, or others.

5.7 Record Retention

The Electric Cooperative shall maintain for three years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.

5.8 Interconnection Agreement

After receiving an Interconnection Agreement from the Electric Cooperative, the Interconnection Customer shall have 30 Business Days or another mutually agreeable timeframe to sign and return the Interconnection Agreement. If the Interconnection Customer does not sign the Interconnection Agreement within 30 Business Days or another mutually agreeable timeframe, the Interconnection Request shall be deemed withdrawn. After the Interconnection Agreement is signed by the Parties, the interconnection of the Small Generating Facility shall proceed under the provisions of the Interconnection Agreement.

5.9 Coordination with Affected Systems

The Electric Cooperative shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include those results (if available) in its applicable interconnection study within the time frame specified in these procedures. The Electric Cooperative will include such Affected System operators in all meetings held with the Interconnection Customer as required by these procedures. The Interconnection Customer will cooperate with the Electric Cooperative in all matters related to the

conduct of studies and the determination of modifications to Affected Systems. A Transmission Owner which may be an Affected System shall cooperate with the Electric Cooperative with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

5.10 Capacity of the Small Generating Facility

5.10.1 To be eligible for the Electric Cooperative Net Metering Rider or Parallel Generation Rider-Renewable Generation, the capacity of the Small Generating Facility must be appropriately sized to the load of the Interconnection Customer.

5.10.1.1 The Electric Cooperative will determine the load of the Interconnection Customer based upon historical usage information for the Interconnection Customer or other comparable customers when historical information is not available.

5.10.1.2 In determining the load of the Interconnection Customer, the Electric Cooperative will not consider loads that the Interconnection Customer plans to add at a future date.

5.10.2 If the Interconnection Request includes a Small Generating Facility and an Energy Storage Resource, the Electric Cooperative will evaluate the combined nameplate capacity of both resources unless the Interconnection Facilities include a control system or protective relays that prevent the resources from injecting energy into the Distribution System at the same time or limit the injection to the capacity of the Small Generating Facility and the control system or protective relays are acceptable to the Electric Cooperative.

5.10.3 If the Interconnection Request is for an increase in capacity of an existing Small Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total capacity of the Small Generating Facility.

5.10.4 If the Interconnection Request is for a Small Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices.

5.10.5 The Interconnection Request shall be evaluated using the maximum rated capacity of the Small Generating Facility.

Glossary of Terms

10 kW Inverter Process – The procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the Section 3 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of terms and conditions. See KS-SGIP Attachment 5.

Affected System – An electric system other than the Electric Cooperative's Distribution System that may be affected by the proposed interconnection (*e.g.*, the Transmission System to which the Electric Cooperative's Distribution System facilities are interconnected).

Application Form – The form used to submit an Interconnection Request (Attachment 5 for the 10 kW Inverter Process and Attachment 2 for all other requests).

Business Day – Monday through Friday, excluding Federal Holidays.

Distribution System – The Electric Cooperative's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Electric Cooperative's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and, when applicable, render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Electric Cooperative – The public utility that owns, controls, or operates transmission or distribution facilities used to provide electric service within its designated service territory in accordance with applicable tariffs and these Kansas REC Small Generator Interconnection Procedures.

Energy Storage Resource - A resource capable of receiving electric energy, storing it for a time, and then delivering electrical energy at a later time.

Fast Track Process – The procedure for evaluating an Interconnection Request for a certified Small Generating Facility no larger than 2 MW that includes the Section 3 screens, customer options meeting, and optional supplemental review.

Good Utility Practice – Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric 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.

Interconnection Agreement – All references to Interconnection Agreement in this procedure refer to the Kansas REC Small Generator Interconnection Agreement (KS-SGIA).

Interconnection Customer – Any entity, including the Electric Cooperative, the Transmission Owner, or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with the Electric Cooperative's Distribution System.

Interconnection Facilities – The Electric Cooperative's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions, or upgrades that are necessary to interconnect the Small Generating Facility physically and electrically to the Electric Cooperative's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Request – The Interconnection Customer's request, in accordance with these Small Generator Interconnection Procedures, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Electric Cooperative's Distribution System.

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Network Upgrades – Additions, modifications, and upgrades to an Affected System required to accommodate the interconnection of the Small Generating Facility to the Electric Cooperative's Distribution System. Network Upgrades do not include Interconnection Facilities or Distribution Upgrades. Network Upgrades are likely to involve additions, modifications, and upgrades to the Transmission Facilities of the Transmission Owner to which the Electric Cooperative Distribution System is interconnected.

Party or Parties – The Electric Cooperative, Transmission Owner, Interconnection Customer, or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Electric Cooperative's Distribution System.

Queue Position – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Electric Cooperative.

Small Generating Facility – The Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Study Process – The procedure for evaluating an Interconnection Request that includes the Section 4 scoping meeting, feasibility study, system impact study, and facilities study.

Transmission Owner – The entity that owns, leases, or otherwise possesses an interest in that portion of the Transmission System to which the Electric Cooperative's Distribution System is interconnected. A Transmission Owner may be a Party to the Small Generator Interconnection Agreement, to the extent necessary.

Transmission System – The facilities owned, controlled, or operated by the Transmission Owner that are used to provide transmission service.

Upgrades – The required additions and modifications to the Electric Cooperative's Distribution System or an Affected System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Attachment 2

SMALL GENERATOR INTERCONNECTION REQUEST
(Application Form)

Electric Cooperative: _____

Designated Contact Person: _____

Address: _____

Telephone Number: _____

Fax: _____

E-Mail Address: _____

An Interconnection Request is considered complete when it provides all applicable and correct information required below. Per KS-SGIP Section 1.5, documentation of site control must be submitted with the Interconnection Request.

Preamble and Instructions:

An Interconnection Customer who requests an interconnection must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the Electric Cooperative.

Processing Fee or Deposit:

If the Interconnection Request is submitted under the Fast Track Process, the non-refundable processing fee is $500.

If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to the Electric Cooperative a deposit not to exceed $1,000 towards the cost of the feasibility study.

Interconnection Customer Information:

Legal Name of the Interconnection Customer (or, if an individual, individual's name):

Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Alternative Contact Information (if different from the Interconnection Customer):

Contact Name: _____

Title: _____

Address: _____

_____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Application is for: _____ New Small Generating Facility

_____ Capacity addition to Existing Small Generating Facility

If capacity addition to existing facility, please describe: _____

_____

Will the Small Generating Facility be used for any of the following?

Net Metering? Yes ___ No ___

To Supply Power to the Interconnection Customer? Yes ___No ___

To Supply Power to Others? Yes ____ No ____

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

_____ _____
(Local Electric Service Provider) (Existing Account Number)

Small Generating Facility Information:

Note: Data applies only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source: ___ Solar ___ Wind ___ Hydro ___ Hydro Type (*e.g.*, Run-of-River):_____
___ Diesel ___ Natural Gas ___ Fuel Oil ___ Other (state type): _____

Prime Mover: ___ Fuel Cell ___ Recip Engine ___ Gas Turb ___ Steam Turb
___ Microturbine ___ PV ___ Other (state type): _____

Type of Generator: ___ Synchronous ___ Induction ___ Inverter

Generator Nameplate Rating: _____ kW (Typical)

Generator Nameplate kVAR: _____

Interconnection Customer or Customer-Site Load: _____ kW (if none, so state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

List components of the Small Generating Facility equipment package that are currently certified:

	Equipment Type	Certifying Entity
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Is the prime mover compatible with the certified protective relay package? ____ Yes ____ No

Generator (or solar collector):

Manufacturer, Model Name & Number: _____

Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____

Nameplate Output Power Rating in kVA: (Summer) _____ (Winter) _____

Individual Generator Power Factor:

Rated Power Factor: Leading: _____ Lagging: _____

Total Number of Generators in wind farm to be interconnected pursuant to this Interconnection Request: _____ Elevation: _____ Single phase_____ Three phase _____

Inverter Manufacturer, Model Name & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous or RMS? _____

Harmonics Characteristics: _____

Start-up requirements: _____

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____

(*) Neutral Grounding Resistor (if applicable): _____

Synchronous Generators:
Direct Axis Synchronous Reactance, X_d: _____ P.U.
Direct Axis Transient Reactance, X'_d: _____ P.U.
Direct Axis Subtransient Reactance, X''_d: _____ P.U.
Negative Sequence Reactance, X_2: _____ P.U.
Zero Sequence Reactance, X_0: _____ P.U.
KVA Base: _____
Field Volts: _____
Field Amperes: _____

Induction Generators:
Motoring Power (kW): _____
I_2^2t or K (Heating Time Constant): _____
Rotor Resistance, Rr: _____
Stator Resistance, Rs: _____
Stator Reactance, Xs: _____
Rotor Reactance, Xr: _____
Magnetizing Reactance, Xm: _____
Short Circuit Reactance, Xd'': _____
Exciting Current: _____
Temperature Rise: _____
Frame Size: _____
Design Letter: _____
Reactive Power Required In Vars (No Load): _____
Reactive Power Required In Vars (Full Load): _____
Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact the Electric Cooperative prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only:

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Interconnection Facilities Information:

Will a transformer be used between the generator and the point of common coupling? ___Yes ___ No

Will the transformer be provided by the Interconnection Customer? ___ Yes ___ No

Transformer Data (if applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: ___ single phase? ___ three phase? Size: _____ kVA
Transformer Impedance: _____ % on _____ kVA Base
If Three Phase:
Transformer Primary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded
Transformer Secondary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded
Transformer Tertiary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Fuse Data (if applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____

Load Rating (Amps): _____ Interrupting Rating (Amps): _____ Trip Speed (Cycles): _____
Interconnection Protective Relays (if applicable):

If Microprocessor-Controlled:

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

	Setpoint Function	Minimum	Maximum
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

5. _____ _____ _____

6. _____ _____ _____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (if applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Potential Transformer Data (if applicable):

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

General Information:

Enclose copy of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Is one-line diagram enclosed? ____ Yes ____ No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (*e.g.*, USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) _____

Enclose copy of documentation that describes and details the operation of the protection and control schemes. Is available documentation enclosed? ____ Yes ____ No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable). Are schematic drawings enclosed? ____ Yes ____ No

Applicant Signature:

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: _____ Date: _____

Attachment 3

Certification Codes and Standards

Certification and interconnection of Interconnection Customer's facilities with Electric Cooperative's Distribution System shall be governed by all applicable local, state, and federal statutes and regulations. In addition, Interconnection Customer's facilities shall be installed in accordance with all applicable provisions of the National Electrical Safety Code (ANSIC2), National Electrical Code (NFPA70), North American Electric Reliability Council (NERC) Standards, American National Standards Institute (ANSI) Standards, Institute of Electrical and Electronics Engineers (IEEE) Standards, or by any applicable statute, rule, order, provision, guide, or code of an organization, council, institute, regulatory or governing body having jurisdiction over such matters.

A sample list of such requirements is shown below. (Note: this list is not all-inclusive and the entities responsible for these requirements may update them at any time. The current versions shall be applicable.):

IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems

NFPA 70 (2002), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

NEMA MG 1-1998, Motors and Small Resources, Revision 3

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

Certification of Small Generator Equipment Packages

1.0 Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in KS-SGIP Attachment 3, (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.

2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.

3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the parties to the interconnection nor follow-up production testing by the NRTL.

4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.

5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the customer side of the point of common coupling shall be required to meet the requirements of this interconnection procedure.

6.0 An equipment package does not include equipment provided by the utility.

7.0 Any equipment package approved and listed in a state by that state's regulatory body for interconnected operation in that state prior to the effective date of these small generator interconnection procedures shall be considered certified under these procedures for use in that state.

Application, Procedures, and Terms and Conditions for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10 kW ("10 kW Inverter Process")

1.0 The Interconnection Customer ("Customer") completes the Interconnection Request ("Application") and submits it to the Electric Cooperative ("Company").

2.0 The Company acknowledges to the Customer receipt of the Application within three Business Days of receipt.

3.0 The Company evaluates the Application for completeness and notifies the Customer within 10 Business Days of receipt that the Application is or is not complete and, if not, advises what material is missing.

4.0 The Company verifies that the Small Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process in the Kansas REC Small Generator Interconnection Procedures (KS-SGIP). The Company has 15 Business Days to complete this process. Unless the Company determines and demonstrates that the Small Generating Facility cannot be interconnected safely and reliably, the Company approves the Application and returns it to the Customer. Note to Customer: Please check with the Company before submitting the Application if disconnection equipment is required.

5.0 After installation, the Customer returns the Certificate of Completion to the Company. Prior to parallel operation, the Company may inspect the Small Generating Facility for compliance with standards, which may include a witness test, and may schedule appropriate metering replacement, if necessary.

6.0 The Company notifies the Customer in writing that interconnection of the Small Generating Facility is authorized. If the witness test is not satisfactory, the Company has the right to disconnect the Small Generating Facility. The Customer has no right to operate in parallel until a witness test has been performed or previously waived on the Application. The Company is obligated to complete this witness test within 10 Business Days of the receipt of the Certificate of Completion. If the Company does not inspect within 10 Business Days or by mutual agreement of the Parties, the witness test is deemed waived.

7.0 Contact Information – The Customer must provide the contact information for the legal applicant (*i.e.*, the Interconnection Customer). If another entity is responsible for interfacing with the Company, that contact information also must be provided on the Application.

8.0 Ownership Information – Enter the legal names of the owner(s) of the Small Generating Facility. Include the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either.

9.0 UL1741 Listed – 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 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.

Application for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10kW

This Application is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Application may be required. Per KS-SGIP Section 1.5, documentation of site control must be submitted with the Interconnection Request.

Processing Fee:

A non-refundable processing fee of $100 must accompany this Application.

Interconnection Customer:

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Interconnection Customer):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the Facility (include % ownership by any electric utility): _____

Small Generating Facility Information:

Location (if different from above): _____

Electric Service Company: _____

Account Number: _____

Inverter Manufacturer: _____ Model: _____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Single Phase _____ Three Phase_____

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

Prime Mover: Photovoltaic ☐ Reciprocating Engine ☐ Fuel Cell ☐

Turbine ☐ Other (describe) _____

Energy Source: Solar ☐ Wind ☐ Hydro ☐ Diesel ☐ Natural Gas ☐

Fuel Oil ☐ Other (describe) _____

Is the equipment UL1741 Listed? Yes____ No ____

If yes, attach manufacturer's cut-sheet showing UL1741 listing.

Estimated Installation Date: _____ Estimated In-Service Date: _____

The 10 kW Inverter Process is available only for inverter-based Small Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the Kansas REC Small Generator Interconnection Procedures (KS-SGIP), or the Electric Cooperative has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

List components of the Small Generating Facility equipment package that are currently certified:

	Equipment Type	Certifying Entity
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return the Certificate of Completion when the Small Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

. . . . . .

Contingent Approval to Interconnect the Small Generating Facility:
(For Company Use Only)

Attachment 5

Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return of the Certificate of Completion.

Company Signature: _____

Title: _____ Date: _____

Application ID number: _____

Company waives inspection/witness test? Yes ____ No ____

Attachment 5

Small Generating Facility Certificate of Completion

Is the Small Generating Facility owner-installed? Yes ____ No ____

Interconnection Customer: _____

Contact Person: _____

Address: _____

Location of the Small Generating Facility (if different from above):

_____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date Approval to Install Facility granted by the Company: _____

Application ID number: _____

Inspection:

The Small Generating Facility has been installed and inspected in compliance with the local building/ electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

_____

Print Name: _____

Date: _____

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 to (insert Company information below):

Name: _____

Company: _____

Address:_____

_____

City, State ZIP: _____

Fax: _____

. . . . . .

Approval to Energize the Small Generating Facility:
(For Company Use Only)

Energizing the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW.

Company Signature: _____

Title: _____ Date: _____

Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW

1.0 **Construction of the Facility**

The Interconnection Customer (the "Customer") may proceed to construct (including operational testing not to exceed two hours) the Small Generating Facility when the Electric Cooperative (the "Company") approves the Interconnection Request (the "Application") and returns it to the Customer.

2.0 **Interconnection and Operation**

The Customer may operate Small Generating Facility and interconnect with the Company's electric system once all of the following have occurred:

2.1 Upon completing construction, the Customer will cause the Small Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and

2.2 The Customer returns the Certificate of Completion to the Company, and

2.3 The Company has either:

2.3.1 Completed its inspection of the Small Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Company, at its own expense, within 10 Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Company shall provide a written statement that the Small Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or

2.3.2 If the Company does not schedule an inspection of the Small Generating Facility within 10 business days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or

2.3.3 The Company waives the right to inspect the Small Generating Facility.

2.4 The Company has the right to disconnect the Small Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable ANSI standards.

3.0 **Safe Operations and Maintenance**

The Customer shall be fully responsible to operate, maintain, and repair the Small Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

4.0 **Access**

The Company shall have access to the disconnect switch (if the disconnect switch is required) and metering equipment of the Small Generating Facility at all times. The Company shall provide reasonable notice to the Customer when possible prior to using its right of access.

5.0 **Disconnection**

The Company may temporarily disconnect the Small Generating Facility upon the following conditions:

5.1 For scheduled outages upon reasonable notice.

5.2 For unscheduled outages or emergency conditions.

5.3 If the Small Generating Facility does not operate in the manner consistent with these Terms and Conditions.

5.4 The Company shall inform the Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

6.0 **Indemnification**

The Parties shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7. 0 **Insurance**

The Parties agree to follow all applicable insurance requirements imposed by the state in which the Point of Interconnection is located. All insurance policies must be maintained with insurers authorized to do business in that state.

8.0 **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, except as allowed under paragraph 6.0.

9.0 **Termination**

The agreement to operate in parallel may be terminated under the following conditions:

9.1 **By the Customer**

By providing written notice to the Company.

9.2 **By the Company**

If the Small Generating Facility fails to operate for any consecutive 12-month period or the Customer fails to remedy a violation of these Terms and Conditions.

9.3 **Permanent Disconnection**

In the event this Agreement is terminated, the Company shall have the right to disconnect its facilities or direct the Customer to disconnect its Small Generating Facility.

9.4 **Survival Rights**

This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

10.0 **Assignment/Transfer of Ownership of the Facility**

This Agreement shall survive the transfer of ownership of the Small Generating 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.

Attachment 6

Feasibility Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ___, by and between _____, a _____ organized and existing under the laws of the state of _____ ("Interconnection Customer"), and _____, a _____ organized and existing under the laws of the state of _____ ("Electric Cooperative"). Interconnection Customer and Electric Cooperative each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, Interconnection Customer desires to interconnect the Small Generating Facility with the Electric Cooperative's Distribution System; and

WHEREAS, Interconnection Customer has requested the Electric Cooperative to perform a feasibility study to assess the feasibility of interconnecting the proposed Small Generating Facility with the Electric Cooperative's Distribution System and on any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1.0 When used in this Agreement, capitalized terms shall have the meaning or meanings indicated or specified in the standard Small Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Electric Cooperative shall cause to be performed an interconnection feasibility study consistent with the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.

3.0 The scope of the feasibility study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The feasibility study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request, as may be modified as the result of the scoping meeting. The Electric Cooperative reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the feasibility study and as designated in accordance with the standard Small Generator Interconnection Procedures. If the Interconnection Customer modifies its Interconnection Request, the time to complete the feasibility study may be extended by agreement of the

Parties.

5.0 In performing the study, the Electric Cooperative shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.

6.0 The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Small Generating Facility as proposed:

6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;

6.3 Initial review of grounding requirements and electric system protection; and

6.4 Description and non-binding estimated cost of facilities required to interconnect the proposed Small Generating Facility and to address the identified short circuit and power flow issues.

7.0 The feasibility study shall model the impact of the Small Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Small Generating Facility is being installed.

8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.

9.0 A deposit of the lesser of 50% of good faith estimated feasibility study costs or earnest money of $1,000 may be required from the Interconnection Customer.

10.0 Once the feasibility study is completed, a feasibility study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the feasibility study must be completed and the feasibility study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct a feasibility study.

11.0 Any study fees shall be based on the Electric Cooperative's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Electric Cooperative shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Kansas, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

14.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

15.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

16.0 Waiver

16.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

16.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Electric Cooperative. Any waiver of this Agreement shall, if requested, be provided in writing.

17.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

18.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on

behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

20.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

20.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Electric Cooperative be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

20.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

21.0 Reservation of Rights

Either Party may seek to modify the Agreement. If Interconnection Customer seeks to modify this Agreement, the Interconnection Customer shall notify the [Manager/CEO] and provide a detailed explanation of the proposed modifications to the Agreement and the reason for such proposed changes. The [Manager/CEO] shall work to facilitate a mutual agreement between the Parties on modifications to the Agreement. If negotiations reach an impasse, either Party has the right to use the Dispute Resolution procedures contained in Section 5.2 of the Small Generator Interconnection Process.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

For Electric Cooperative: **For Interconnection Customer:**

Name of Electric Cooperative	Name of Interconnection Customer
Signature	Signature
Name (Printed)	Name (Printed)
Title	Title

Attachment 6

Attachment A to
Feasibility Study Agreement

Assumptions Used in Conducting the Feasibility Study

The feasibility study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on _____:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Electric Cooperative:

Attachment 7

System Impact Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ___, by and between _____, a _____ organized and existing under the laws of the state of _____ ("Interconnection Customer"), and _____, a _____ organized and existing under the laws of the state of _____, ("Electric Cooperative"). Interconnection Customer and Electric Cooperative each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the Electric Cooperative's Distribution System; and

WHEREAS, the Electric Cooperative has completed a feasibility study and provided the results of said study to the Interconnection Customer (this recital may be omitted if the Parties have agreed to forego the feasibility study); and

WHEREAS, the Interconnection Customer has requested the Electric Cooperative to perform a system impact study(ies) to assess the impact of interconnecting the Small Generating Facility with the Electric Cooperative's Distribution System and on any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, capitalized terms shall have the meaning or meanings indicated or specified in the standard Small Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Electric Cooperative shall cause to be performed a system impact study(ies) consistent with these Small Generator Interconnection Procedures.

3.0 The scope of a system impact study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 A system impact study will be based upon the results of the feasibility study if a feasibility study is performed and the technical information provided by Interconnection Customer in the Interconnection Request. The Electric Cooperative reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of

the system impact study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the system impact study may be extended.

5.0 A system impact study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost responsibility and time to construct.

6.0 Affected Systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and the Electric Cooperative has 20 additional Business Days to complete a system impact study requiring review by Affected Systems.

7.0 If the Electric Cooperative uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Distribution Upgrades, the system impact study shall consider all generating facilities (and with respect to paragraph 7.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced:

7.1 Are directly interconnected with the Electric Cooperative's electric system; or

7.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and

7.3 Have a pending higher queued Interconnection Request to interconnect with the Electric Cooperative's electric system.

8.0 An Affected System impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 45 Business Days after this Agreement is signed by the Parties, or in accordance with the Electric Cooperative’s queuing procedures.

9.0 A deposit of the equivalent of the good faith estimated cost of a System impact study and the one half the good faith estimated cost of an Affected System impact study may be required from the Interconnection Customer.

10.0 Any study fees shall be based on the Electric Cooperative's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

11.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Electric Cooperative shall refund such excess within 30 calendar days of the invoice without interest.

12.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Kansas, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

13.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

14.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

15.0 Waiver

15.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

15.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Electric Cooperative. Any waiver of this Agreement shall, if requested, be provided in writing.

16.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

17.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any

partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

18.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

19.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

19.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Electric Cooperative be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

19.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

20.0 Reservation of Rights

Either Party may seek to modify the Agreement. If Interconnection Customer seeks to modify this Agreement, the Interconnection Customer shall notify the [Manager/CEO] and provide a detailed explanation of the proposed modifications to the Agreement and the reason for such proposed changes. The [Manager/CEO] shall work to facilitate a mutual agreement between the Parties on modifications to the Agreement. If negotiations reach an impasse, either Party has the right to use the Dispute Resolution procedures contained in Section 5.2 of the Small Generator Interconnection Process.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

For Electric Cooperative:	**For Interconnection Customer:**
_____	_____
Name of Electric Cooperative	Name of Interconnection Customer
_____	_____
Signature	Signature
_____	_____
Name (Printed)	Name (Printed)
_____	_____
Title	Title

Attachment A to System Impact Study Agreement

Assumptions Used in Conducting the System Impact Study

The system impact study shall be based upon the results of the feasibility study, if performed, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Electric Cooperative:

Facilities Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ___, by and between _____, a _____ organized and existing under the laws of the state of _____ ("Interconnection Customer"), and _____, a _____ organized and existing under the laws of the state of _____ ("Electric Cooperative"). Interconnection Customer and Electric Cooperative each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the Electric Cooperative's Distribution System; and

WHEREAS, the Electric Cooperative has completed a system impact study and provided the results of said study to the Interconnection Customer; and

WHEREAS, the Interconnection Customer has requested the Electric Cooperative to perform a facilities study to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to implement the conclusions of the system impact study in accordance with Good Utility Practice to physically and electrically connect the Small Generating Facility with the Electric Cooperative's Distribution System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, capitalized terms shall have the meaning or meanings indicated or specified in the standard Small Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Electric Cooperative shall cause to be performed a facilities study consistent with the standard Small Generator Interconnection Procedures and in accordance with the Open Access Transmission Tariff.

3.0 The scope of the facilities study shall be subject to data provided in Attachment A to this Agreement.

4.0 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement, and construction work (including overheads) needed to implement the conclusions of the system impact study(ies). The facilities study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation,

transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Electric Cooperative's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.

5.0 The Electric Cooperative may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Small Generating Facility if it is willing to pay the costs of those facilities.

6.0 A deposit of the good faith estimated facilities study costs may be required from the Interconnection Customer.

7.0 In cases where Upgrades are required, the facilities study must be completed within 45 Business Days of the receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the facilities study must be completed within 30 Business Days.

8.0 Once the facilities study is completed, a facilities study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the facilities study must be completed and the facilities study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct a facilities study.

9.0 Any study fees shall be based on the Electric Cooperative's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Electric Cooperative shall refund such excess within 30 calendar days of the invoice without interest.

11.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Kansas, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

13.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other

than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

14.0 Waiver

14.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

14.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Electric Cooperative. Any waiver of this Agreement shall, if requested, be provided in writing.

15.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

16.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

17.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

18.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

18.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Electric Cooperative be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

18.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

19.0 Reservation of Rights

Either Party may seek to modify the Agreement. If Interconnection Customer seeks to modify this Agreement, the Interconnection Customer shall notify the [Manager/CEO] and provide a detailed explanation of the proposed modifications to the Agreement and the reason for such proposed changes. The [Manager/CEO] shall work to facilitate a mutual agreement between the Parties on modifications to the Agreement. If negotiations reach an impasse, either Party has the right to use the Dispute Resolution procedures contained in Section 5.2 of the Small Generator Interconnection Process.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

For Electric Cooperative:	**For Interconnection Customer:**
_____	_____
_____	_____
Signature	Signature
_____	_____
Name (Printed)	Name (Printed):
_____	_____
Title	Title

Attachment A to
Facilities Study Agreement

Data to Be Provided by the Interconnection Customer with the Facilities Study Agreement

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing Electric Cooperative station. Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?
Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation?
Yes _____ No _____

(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Small Generating Facility?

_____

_____

What protocol does the control system or PLC use?

_____

_____

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, transmission line, and property lines.

Physical dimensions of the proposed interconnection station:

_____

Bus length from generation to interconnection station:

_____

Line length from interconnection station to Electric Cooperative's Distribution System.

_____

Tower number observed in the field. (Painted on tower leg)*:

_____

Number of third party easements required for transmission lines*:

_____

(*To be completed in coordination with Electric Cooperative.)

Is the Small Generating Facility located in Electric Cooperative's service area?
Yes _____ No _____

If No, please provide name of local provider:
_____

Please provide the following proposed schedule dates:

Begin Construction	Date:_____
Generator step-up transformers receive back feed power	Date:_____
Generation Testing	Date:_____
Commercial Operation	Date:_____