

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Company Wide

(Territory to which schedule is applicable)

SCHEDULE DRIT

Replacing Schedule Initial Sheet

which was filed

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

Sheet 1 of 2 Sheets

10.0 Insurance Requirements

10.1 General Liability

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

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

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

10.2 Insurer Requirements and Endorsements

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

Issued	Month	Day	Year
Effective	Upon Approval by Commission		
	Month	Day	Year
By	<i>Earnest A. Lehman</i>		President
	Earnest A. Lehman	Signature of Officer	Title

04-GIME-090-GIE
 Approved *PR*
 Kansas Corporation Commission
 May 27, 2004
 /s/ Susan K. Duffy

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 351

MIDWEST ENERGY, INC.

SCHEDULE DRIT

(Name of Issuing Utility)

Replacing Schedule Initial Sheet

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Sheet 2 of 2 Sheets

10.0 Insurance Requirements - cont.

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

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

10.3 Evidence of Insurance

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer. The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with this Tariff on an annual basis.

Prior to the Company commencing work on system modifications, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Company may at its discretion require the Interconnecting Customer to maintain tail coverage for three years on all policies written on a "claims-made" basis.

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

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

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

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