

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 341

MIDWEST ENERGY, INC.

SCHEDULE DRIT

(Name of Issuing Utility)

Replacing Schedule Initial Sheet

Company Wide

(Territory to which schedule is applicable)

which was filed

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

Sheet 1 of 3 Sheets

## 6.0 Operating Requirements

### 6.1 General Operating Requirements

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

### 6.2 No Adverse Effects; Non-interference

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

The Company will operate the EDS in such a manner so as to not unreasonably interfere with the operation of the facility. The Interconnecting Customer will protect its facility from normal disturbances propagating through the Company EDS, and such normal

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-080-GIE  
 Approved PR  
 Kansas Corporation Commission  
 May 27, 2004  
 /s/ Susan K. Duffy

MIDWEST ENERGY, INC.

SCHEDULE DRIT

(Name of Issuing Utility)

Replacing Schedule Initial Sheet

Company Wide

(Territory to which schedule is applicable)

which was filed

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

Sheet 2 of 3 Sheets

**6.0 Operating Requirements - cont.**

disturbances shall not constitute unreasonable interference unless the Company has deviated from good utility practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EDS, and outages on the Company EDS. If the Interconnecting Customer demonstrates that the Company EDS is adversely affecting the operation of the facility and if the adverse effect is a result of a Company deviation from good utility practice, the Company shall take appropriate action to eliminate the adverse effect.

**6.3 Safe Operations and Maintenance**

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

**6.4 Access to Equipment and Information**

**a. Company and Interconnecting Customer Representatives**

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

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

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

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

04-GIME-080-GIE  
 Approved PR  
 Kansas Corporation Commission  
 May 27, 2004  
 /S/ Susan K. Duffy

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 343

MIDWEST ENERGY, INC.

SCHEDULE DRIT

(Name of Issuing Utility)

Replacing Schedule Initial Sheet

Company Wide

(Territory to which schedule is applicable)

which was filed

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

Sheet 3 of 3 Sheets

**6.0 Operating Requirements - cont.**

necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

**c. Right to Review Information**

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

**6.5 Notice of Operation**

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

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-080-GIE  
 Approved **PR**  
 Kansas Corporation Commission  
 May 27, 2004  
 /S/ Susan K. Duffy