

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule ET&C Sheet ALL

Company Wide

(Territory to which schedule is applicable)

which was filed February 14, 2003

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

Sheet 9 of 66 Sheets

SECTION 2 - APPLICATION FOR SERVICE AND AGREEMENTS

A. APPLICATION BY CUSTOMER

- (1) Application for electric service will be made in writing by Customer to Company on the Company's standard Electric Service Agreement and Membership form... (2) Any residential Customer making application for electric service shall be required to provide: (a) Name on account or person(s) responsible for payment of bills, (b) Mailing address, and (c) Proof of identification as further described in Section 3A.(1). (3) Any non-residential Customer making application for electric service shall be required to provide documentation evidencing: (a) Business name and mailing address to be on the account, (b) Name(s) of person(s) responsible for payment of bills, including one form of positive identification, (c) Type of business, and (d) Employer identification number issued by the Internal Revenue Service.

B. ADDITIONAL PROVISIONS

- (1) Electric service will be supplied to the Customer under the provisions of the Customer's Electric Service Agreement, the Company's applicable Rate Schedules, all Terms and Conditions in effect and on file with the Commission, the Commission's applicable General Orders, and any special Contract or Agreement with the Customer. The taking of electric service by a Customer will constitute acceptance of, and an agreement to be bound by, all such provisions. Any changes in Rate Schedules, Terms and Conditions, or General Orders of the Commission, will act as a modification of the Electric Service Agreement then in existence without further notice. (2) The Customer will furnish upon request sufficient information relative to the size and characteristics of the load, the location of the premises to be served, and information needed to designate the class or classes of electric service to be supplied and the conditions under which it will be supplied.

SAC

Issued \_\_\_\_\_ Effective \_\_\_\_\_ By Earnest A. Lehman, President

07-GIMX-446-GIU Approved Kansas Corporation Commission August 22, 2011

Patrice Petersen-Klein

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**C. RATES AND FEES**

- (1) Rates for electric service will be those of the Company on file with the Commission, subject to change as provided by law. Copies of the Rate Schedules currently in effect may be reviewed by any Customer at the Company's principal places of business, at the Company's Internet site [www.mwenergy.com](http://www.mwenergy.com), or at the Commission where they have been filed of record. When new rates or tariffs are implemented following a rate case, the Company will provide all customers with general information explaining the changes.
- (2) Fees charged for special services will be those of the Company on file with the Commission under Schedule SFS and subject to change from time to time. Additional charges will apply to the Temporary Service Fee or the Reconnection Charge when the services are provided outside of regular business hour (8:00 A.M. to 5:00 P.M., Monday through Friday). Consistent with Company labor agreements, the Company will charge 1.5 times the fee listed in schedule SFS for the services when provided outside of regular business hours except on Sundays and holidays (as defined in the Company's labor agreements) when the fee will be 2.0 times the listed fee. Customers will be notified by the Company if these additional charges apply.

**D. TERM OF CONTRACT**

Unless otherwise specified, Electric Service Agreements will be effective for an initial period of one (1) year commencing on the date that service is made available to the Customer. When justified by the particular service requirements, the Company may require a contract period in excess of one (1) year commensurate with the Customer's electric service requirements and the necessary service facilities and equipment. (See Section 8.) Service will be continued after the expiration of the initial contractual period until canceled by the Customer upon proper notice to the Company. Customers taking service under an optional rate schedule or rider must complete at least 12 months of service under the chosen schedule or rider before transferring to another schedule or rider. At its discretion, Company may waive this 12-month requirement.

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| Issued    | Month   | Day                  | Year      |
| Effective | Bills Rendered On or After November 1, 2011   |                      |           |
| By        | Month   | Day                  | Year      |
|           |  |                      |           |
|           | Earnest Lehman  | Signature of Officer | President |

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 August 22, 2011  
 /s/ Patrice Petersen-Klein

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**E. TEMPORARY SERVICE**

**(1) Additional Charge**

Temporary service will be supplied in accordance with the applicable Rate Schedule for the type of service to be supplied, except that there will be an additional charge paid in advance before service is established determined as follows:

- (a) An amount equal to estimated labor, vehicle and overhead expenses and expendable material charges for both installation and removal of the temporary service, but in no event less than the Temporary Service Minimum Fee as filed in the Service Fees Rate Schedule; plus
- (b) A security deposit or deposits, if required and in accordance with these Terms and Conditions.

**(2) Refund to Customer**

Upon removal of temporary service, all charges in excess of the Temporary Service Minimum Fee or the actual cost to the Company, whichever is the greater, will be refunded to the Customer after bills for electric service have been paid.


**F. CHANGE IN OCCUPANCY**

When a change of occupancy is to take place on any premises supplied with electric service by the Company, the outgoing Customer will give written or oral notice to the Company not less than seven (7) days prior to the date of change. (Sundays and legal holidays not included.) If the Company receives an oral connect or disconnect request, a record, utilizing a unique number and the Company employee's name or code, should be made of the request. The record should be retained for at least four months. The outgoing Customer will be held responsible for payment of all electric energy recorded by the meter until the requested time of termination. If no such notice is given, the outgoing Customer will be held responsible for electric energy recorded during the time in which the account continues to be in the Customer's name as shown by the records of the Company. Customer will not, by such notice, be relieved of any obligations already accrued under the Electric Service Agreement.

**G. RESELLING OR REDISTRIBUTING OF SERVICE**

The electric service provided is for the sole use of the Customer and the Customer will not sell, share, or re-deliver electric service to any person, except where specifically provided by applicable Rate Schedule or special contract. Any infraction of this rule will be sufficient cause for discontinuance of service under Section 5A.(1).

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|           |  |                      | President |
|           | Earnest Lehman  | Signature of Officer | Title     |

07-GINX-446-GIV  
 Approved  
 Kansas Corporation Commission  
 August 22, 2011  
 /s/ Patrice Petersen-Klein

SCHEDULE ET&C

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|           | <i>Earnest A. Lehman</i>                    |                      | President |
|           | Earnest Lehman                              | Signature of Officer | Title     |

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