

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 254

SCHEDULE ET&C

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule ET&C Sheet ALL

Company Wide

(Territory to which schedule is applicable)

which was effective November 1, 2011

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

Sheet 50 of 66 Sheets


**SECTION 7 - COMPANY'S SERVICE OBLIGATIONS**

**A. OVERHEAD SERVICE INSTALLATIONS**

- (1) If overhead service conductors have not previously been installed, the Company will install them free of charge, from distribution pole lines, to the exterior of the Customer's house or building or to a meter pole. The length of this secondary extension shall be the lesser of one hundred (100) feet, or the distance that can be installed without anchors, guy wires or lift poles when constructed according to generally accepted industry practice. Any secondary extension shall be in addition to extensions to distribution lines provided for in Section 8. At its discretion, Company may install a secondary extension longer than that provided for above if the Customer agrees to pay for all additional costs.
- (2) The Company will designate the point to which its service conductors will be brought on the house, building or meter pole or pedestal for attachment to the entrance facilities or conductors provided by the Customer.
- (3) Outside the limits of incorporated cities, the Company will install, own and maintain the meter pole if one is needed. With the exception of the meter, equipment on the house, building, meter pole or pedestal will be furnished and installed by Customer in accordance with generally accepted standards for the installation of meter loops, meter receptacles and related appurtenances.

**B. UNDERGROUND SERVICE INSTALLATIONS**

- (1) If a Customer desires an existing overhead service line replaced with an underground service line, such will be installed in accordance with Company standards and will be at Customer's sole cost and expense less material salvage, if any.
- (2) If a Customer desires an underground service line where a service line has not previously been installed, such will be installed according to the standards of the Company. Company will contribute towards the cost of such service an amount equal to the cost of equivalent overhead service, not to exceed one hundred (100) feet. Customer will contribute the difference between the cost of the underground service and the contribution made by the Company. At the Company's discretion, the Customer may contribute less than the cost difference of overhead and underground facilities if the Company determines that underground facilities will result in future cost savings or operating benefits.

Effective May 1 2015  
 Month Day Year  
 By  President  
 Ernest Lehman Signature of Officer Title

APPROVED BY  
 MIDWEST ENERGY, INC.  
 BOARD OF DIRECTORS  
 April 20, 2015

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

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- (3) Where underground service is installed, the meter loop, conduits, fusing devices and related equipment necessary to receive the service will be supplied and installed by the Customer. The Customer's installation will be in accordance with generally accepted standards. Any necessary meter pole will be furnished by Company in accordance with the provisions of Section 7A.(3). The meter socket and meter will be furnished by the Company.
- (4) The Company will determine those areas where underground electric facilities will be installed.

**C. SPECIAL CONTRACTS FOR NON-RESIDENTIAL SECONDARY SERVICE EXTENSIONS**

- (1) Notwithstanding the provisions of Section 7A.(1) and 7B.(2), when secondary installations, improvements, enlargements, and extensions are required to provide services for non-residential Customers such that in the sole judgement of the Company, the revenue to be derived from, or duration of the prospective business is not sufficient to warrant the investment, the Company may require any one or more of the following of the Customer before undertaking to supply service.
  - (a) An adequate monthly customer charge calculated with the Company's standard economic model.
  - (b) A cash contribution in advance.
  - (c) An acceptable guaranteed, irrevocable letter of credit or bond, or
  - (d) A guaranteed minimum annual bill.
- (2) In such cases, the Customer will enter into a written contract with the Company as to the character, amount and the duration of business offered. No interest will accrue or be payable to the Customer on any cash contribution required by the Customer.
- (3) Secondary service extensions for multi-unit housing complexes, apartment buildings and hotels/motels shall be evaluated per the terms of this Section C and be the responsibility of the builder or developer, including instances of individually metered units.

**D. ENERGIZING BY COMPANY ONLY**

Only authorized Company employees will be permitted to energize the Company's facilities. Any infraction of this rule will be sufficient cause for immediate discontinuance of service under Section 5A.(1).

Effective May 1 2015  
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**E. DELIVERY OF ELECTRIC SERVICE**


- (1) The obligation of the Company to supply electric service will be completed by the supplying of such electric service at the point of delivery. The responsibility of the Company for the quality of service and operation of its facilities ends at the point of delivery.
- (2) The Company will not be liable for any loss, damage, or injury whatsoever caused by leakage, escape, or loss of electric energy after it has passed the point of delivery, nor for defects in the Customer's wiring, appliances, or equipment. The Company will not be liable for any loss, damage or injury whatsoever caused by the simple negligence of the Company.
- (3) The Company will furnish, install, and maintain only one connection from its distribution facilities, one service line from such connection to the point of delivery, and one meter to measure such electric service to the Customer for each class of service.
- (4) The Company will not be obligated to supply electric service to a Customer for a portion of the electrical requirements on the premises of the Customer, except pursuant to a special Electric Service Agreement as required in Section 6L. and 6M.

**F. PROPERTY OF THE COMPANY**

All facilities furnished and installed by the Company on the premises or off the premises of the Customer for the supply of electric service to the Customer will be and remain the exclusive property of the Company, including those for which the Company receives a Customer contribution in aid of construction per Section 8. All facilities on the premises of the Customer which are or become the property of the Company will be operated and maintained by and at the expense of the Company, may be replaced by the Company at any time, and may be removed by the Company upon termination of the Customer's Electric Service Agreement or upon discontinuance by the Company of electric service to the Customer for any reason.

**G. CONTINUITY OF SERVICE**

The Company will use reasonable diligence to supply continuous electric service to the Customer, but does not guarantee the supply of electric service against irregularities or interruptions. Except where due to the Company's willful misconduct or gross negligence, the Company shall not be considered in default of its service agreement and shall not be liable in negligence or otherwise for any claims of loss, expense or damage (including indirect, economic, special or consequential damage) regardless of cause.

Effective May 1 2015  
 Month Day Year  
 By  President  
 Ernest Lehman Signature of Officer Title

APPROVED BY  
 MIDWEST ENERGY, INC.  
 BOARD OF DIRECTORS  
 April 20, 2015

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**H. CURTAILMENT, INTERRUPTION OR SUSPENSION OF SERVICE**

The Company will have the right to curtail (including voltage reduction), interrupt, or suspend electric service to the Customer as may be necessary for the inspection, maintenance, alteration, change, replacement or repair of electric facilities, or for the preservation or restoration of its system operations or of operations on the part of the interconnected electric systems of which the Company's system is a part or as directed by any federal, state, or municipal authority.

**I. RESTORATION OF SERVICE**

- (1) In all cases of curtailment, irregularity, interruption, or suspension of service, the Company will make every reasonable effort to restore service without unnecessary delay. Labor disturbances affecting the Company or involving employees of the Company may be resolved by the Company at its sole discretion.
- (2) The Company will not be considered in default of the Electric Service Agreement with Customer, and will not otherwise be liable for any damage occasioned by any curtailment, irregularity, interruption, or suspension of electric service. The Customer will not be relieved from charges provided for in the Electric Service Agreement and Rate Schedules because of curtailment, irregularity, interruption, or suspension of electric service.

**J. LIABILITY OF COMPANY**

Except where due to the Company's willful misconduct or gross negligence, the Company shall not be liable in negligence or otherwise for any claims for loss, expense or damage (including indirect, economic, special or consequential damage) resulting from: fluctuations in, interruption of or curtailment of electric service; delivery delay; breakdown or failure of or damage to facilities; any electric curtailment or disturbance originating on or transmitted through electric systems with which the Company's system is interconnected; act of God or public enemy; strikes or other labor disturbances involving the Company or the Customer; or by action or order of civil, military or governmental authority.

Effective May 1 2015  
 Month Day Year

By *Ernest A. Lehman* President  
 Ernest Lehman Signature of Officer Title

APPROVED BY  
 MIDWEST ENERGY, INC.  
 BOARD OF DIRECTORS  
 April 20, 2015

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Effective May 1 2015
Month Day Year

By Earnest A. Lehman President
Signature of Officer Title

APPROVED BY
MIDWEST ENERGY, INC.
BOARD OF DIRECTORS
April 20, 2015