



Index #: 105
Schedule: NGT&C
Replacing Schedule: NGT&C
Territory: Company Wide

NATURAL GAS TERMS AND CONDITIONS

These Terms and Conditions are part of the Natural Gas Service Agreement between the Company and the Customer. They are subject to change from time to time, when approved by Company's Board of Directors in accordance with K.S.A. 66-104g, et seq, and become effective and binding without any further notice. There is intended to be no inconsistency between these Terms and Conditions and more specific provisions in the Rate Schedules. If there should appear to be any such inconsistency, the more specific provisions in the Rate Schedules will prevail. Copies of these Terms and Conditions may be reviewed or obtained by any Customer of the Company at the Company's principal place of business or website.

SECTION 1 - DEFINITIONS

In addition to the usual meaning, all words or terms used in these Terms and Conditions, in Rate Schedules and in Natural Gas Service Agreements are intended to have the meanings regularly ascribed to them by the natural gas industry. The following terms, unless otherwise indicated therein, will have the specific meanings given below:

A. BILL


- (1) **ESTIMATED BILL** - Bill based on an estimated usage rather than an actual read of a meter.
- (2) **MINIMUM BILL** - The minimum monthly bill, exclusive of fees and taxes, for an active account which shall be equal to the monthly Customer charge unless more specifically defined in the applicable rate schedule.

B. CITY/TOWN

The area within the incorporated boundaries of communities that the Company supplies with natural gas service.

C. COMMISSION

The State Corporation Commission of Kansas, 1500 SW Arrowhead, Topeka, Kansas 66604, or any successor of such Commission having jurisdiction over the Company's rates and service policies.

Issued By: , Chief Executive Officer

Effective Date: May 1, 2015

Approved or Adopted by Midwest Energy, Inc. Board of Directors: April 20, 2015

D. COMPANY

Midwest Energy, Inc., with its general office located at 1330 Canterbury Drive, Hays, Kansas 67601-0898, (telephone 785-625-3437 or 800-222-3121), website located at <http://www.mwenergy.com/> or email address midwest@mwenergy.com, which furnishes natural gas service under these Terms and Conditions.

E. CUSTOMER

Any person, partnership, association, firm, public or private corporation, or governmental agency applying for or using natural gas service supplied by the Company. Customers may include, but are not limited to the following subsets:

- (1) RESIDENTIAL CUSTOMER - A Customer applying for or using natural gas service at a home or farm service location occupied as a place of residence as defined by tariff.
- (2) PERMANENT RESIDENTIAL CUSTOMER – A single-family residential or rural residence consisting of a single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential or rural residential occupancy.
- (3) SMALL COMMERCIAL CUSTOMER – A Customer applying for or using natural gas under a General Gas Service or Commercial Sales tariff and who has an average use no greater than 500 therms of gas per month.

F. CUSTOMER-OWNED DISTRIBUTION NETWORK

The Customer-owned lines located downstream from a Company-owned master meter. Such networks include, but are not limited to, institutional, educational and health care campuses, mobile home parks, military complexes, industrial facilities, commercial complexes, irrigation systems and oil and natural gas leases.

G. CUSTOMER'S PIPING

All piping, fixtures, valves, appliances and apparatus of any kind or nature downstream of the yard line or if absent a yard line, all piping downstream of the meter.

H. FRANCHISED AREA

Any geographic area subject to a franchise fee levied by a governmental subdivision.

I. LINE

- (1) **ANCILLARY LINE** – Exterior piping installed and owned by Customer and connected to the yard line or house piping to supply fuel to any exterior appliance or apparatus.
- (2) **SERVICE LINE** – The pipe that transports gas from a common source of supply to the Customer meter, excluding portions of Customer-owned distribution networks between the master meter and the Customer meter(s).
- (3) **YARD LINE** – The piping between the outlet of the meter and the building wall.

J. METER

- (1) **CHECK METER** – A Company-owned meter that serves no billable load directly but measures the total volume of gas flowing to one or more billable downstream meters served by a Company-owned distribution main.
- (2) **MASTER METER** – A Company-owned single meter servicing a Multiple Residential Complex, not those meanings ascribed in Sections 1J(3) and 1J(4).
- (3) **MASTER METER – BILLABLE** – A Company-owned meter providing billable service directly to a Customer and additionally measuring gas flowing to a Customer-owned distribution network serving one or more additional downstream metered Customers.
- (4) **MASTER METER – SPREADABLE** – A Company-owned meter that serves no billable load directly but measures the total volume of gas flowing to one or more billable downstream meters served by a Customer-owned distribution network.

K. NATURAL GAS SERVICE AGREEMENT

The application, agreement, or contract, pursuant to which the Company supplies natural gas service to the Customer; may herein or elsewhere be referred to as Service Agreement.

L. POINT OF DELIVERY

- (1) For building wall meter settings, the point of delivery will be the outlet of the Company's meter.
- (2) For franchised area meters where there is a yard line downstream of the meter that is owned by the Company, the point of delivery will be a point approximately twelve (12) inches exterior to the building wall.
- (3) For franchised area meters where there is a yard line downstream of the meter that is not owned by the Company, the point of delivery will be at the outlet of the Company's meter.
- (4) For non-franchised area meters on Company-owned distribution mains, the point of delivery will be the outlet of the Company's meter, which will be set at a location mutually agreed upon by the Company and the Customer.
- (5) For Customer-owned distribution networks served by a master meter, the point of delivery for all Customers on that network will be the outlet of the Company's master meter serving that network.

M. RURAL

All areas not included in City, Town, or Village areas.

N. TERMS AND CONDITIONS

Inclusive phrase that herein or elsewhere in Company Rate Schedules, service agreements, contracts or other documents may be referred to as General Terms and Conditions, Natural Gas Terms and Conditions, Rules and Regulations, or Natural Gas Rules and Regulations, all of which govern the relationship between Company and Customer, and which cannot be changed without approval by Company's Board of Directors.

O. TEMPORARY SERVICE

Natural gas service provided to any Customer for a period of less than one (1) year, excluding that provided to a Residential Customer in an apartment or other rented living space.

P. VILLAGE

The area within the unincorporated boundaries of communities that the Company supplies with natural gas service.