
NATURAL GAS TERMS AND CONDITIONS


SECTION 2 – APPLICATION FOR SERVICE AND AGREEMENTS

A. APPLICATION BY CUSTOMER

- (1) Application for natural gas service will be made in writing by Customer to Company on the Company's standard Natural Gas Service Agreement and Membership form, although the Customer may be connected based on an oral request. This Application becomes a Natural Gas Service Agreement or contract when accepted in writing by the Company, or upon establishment of service. The Company may require a separate Natural Gas Service Agreement for each class of service at the same or at each separate location.
- (2) Any residential Customer making application for natural gas 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 natural gas 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) Natural gas service will be supplied to the Customer under the provisions of the Customer's Natural Gas Service Agreement, the Company's applicable Rate Schedules, all Terms and Conditions in effect and any special Contract or Agreement with the Customer. The taking of natural gas service by a Customer will constitute acceptance of, and an agreement to be bound by, all such provisions. Any changes in Rate Schedules and Terms and Conditions will act as a modification of the Natural Gas Service Agreement then in existence without further notice.

Issued By: , Chief Executive Officer

Effective Date: January 1, 2025

Approved or Adopted by Midwest Energy, Inc. Board of Directors: November 18, 2024


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- (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 natural gas service to be supplied and the conditions under which it will be supplied.

C. RATES AND FEES

- (1) Rates for natural gas service will be those of the Company approved by the Commission or Company's Board of Directors in accordance with K.S.A. 66-104g, et seq, subject to change from time to time. Copies of the Rate Schedules currently in effect may be reviewed by any Customer at the Company's principal places of business or the Company's Internet site www.mwenergy.com. 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 by the Company for services are specified in Schedule SFS. The After-Hours Charge will be applied when services are provided "outside of regular business hours" which is defined as 5:00 P.M. to 8:00 A.M Central Prevailing Time Monday through Friday and all hours on Saturday, Sunday, and Holidays. The After-Hours Charge is based on the effective Company labor rates and agreements which are subject to change. The After-Hours Charge will be revised periodically and consistent with changes in labor rates and agreements. Customers will be notified by the Company if charges apply prior to providing services included in Schedule SFS.

D. TERM OF CONTRACT

Unless otherwise specified, Natural Gas 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 natural gas 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.

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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 General Terms and Conditions.

- (2) Refund to Customer Upon removal of temporary service, all charges in excess of the actual cost to the Company will be refunded to the Customer after bills for natural gas service have been paid.

F. CHANGE IN OCCUPANCY

When a change of occupancy is to take place on any premises supplied with natural gas 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 for all natural gas 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 natural gas 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 Natural Gas Service Agreement.

G. RESELLING OR REDISTRIBUTING OF SERVICE

The natural gas service provided is for the sole use of the Customer and the Customer will not sell, share, or re-deliver natural gas service to any person, except where specifically provided by applicable Rate Schedule or special contract. Re-delivery of natural gas is permitted downstream of the master meter on a customer-owned distribution network. Any infraction of this rule will be sufficient cause for discontinuance of service under Section 5A(1).

Issued By: Pat Parker, Chief Executive Officer

Effective Date: January 1, 2025

Approved or Adopted by Midwest Energy, Inc. Board of Directors: November 18, 2024