




Index #: 7
Schedule: SFS
Replacing Schedule: SFS
Territory: Company Wide

SCHEDULE OF SERVICE FEES

Applicable ~~for Customer charges~~ **fees** under the Company's General Terms and Conditions for ~~the~~ Company's electric ~~and gas~~ systems ~~currently on file or as re filed from time to time with~~ **as approved by Midwest Energy, Inc. Board of Directors** ~~the State Corporation Commission of Kansas.~~

1. Temporary Service Fee.....\$50.00
2. Insufficient Funds Charge.....\$30.00
3. Insufficient Funds Service Charge.....\$30.00
4. Collection Charge.....\$25.00
5. Disconnection Charge per Meter.....\$25.00
6. Reconnection Charge per Meter.....\$25.00
7. Meter Test Fee.....\$74.00
8. After-Hours Reconnection Charge.....\$159.00
9. Credit/Debit/ATM Card Fee for each transaction not greater than \$2,000..... \$3.95

Issued By: , Chief Executive Officer

Effective Date: April 1, 2024

Approved or Adopted by Midwest Energy, Inc. Board of Directors: November 17, 2022



Index #: 7
Schedule: SFS
Replacing Schedule: SFS
Territory: Company Wide

SCHEDULE OF SERVICE FEES

Applicable ~~for Customer charges~~ **fees** under the Company's General Terms and Conditions for ~~the Company's electric and gas systems currently on file or as re-filed from time to time with the State Corporation Commission of Kansas~~ **as approved by Midwest Energy, Inc Board of Directors.**

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|---|----------|
| 1. Temporary Service Fee..... | \$50.00 |
| 2. Insufficient Funds Charge..... | \$30.00 |
| 3. Insufficient Funds Service Charge..... | \$30.00 |
| 4. Collection Charge..... | \$25.00 |
| 5. Disconnection Charge per Meter..... | \$25.00 |
| 6. Reconnection Charge per Meter..... | \$25.00 |
| 7. Meter Test Fee..... | \$74.00 |
| 8. After-Hours Reconnection Charge..... | \$161.00 |
| 9. Credit/Debit/ATM Card Fee for each transaction not greater than \$2,000..... | \$3.95 |

Issued By: Pat Parker, Chief Executive Officer

Effective Date: April 1, 2023

Approved or Adopted by Midwest Energy, Inc. Board of Directors: November 17, 2022

GENERAL SERVICE MEDIUM

AVAILABLE

At locations on the Company's existing primary delivery system.

APPLICABLE

To any account having a maximum demand from July 1st through September 30th inclusive of at least 25 kilowatts (kW) but not more than 200 kW for all power and energy uses at any one location where service of a single character is taken through one meter at one point of delivery for which no specific schedule is provided or as defined in the Contract for Electric Service. The maximum demand under this schedule from October 1st through June 30th is 300 kW.

The Company will allow a single exemption for the duration of an account if the account exceeds the maximum demand limit as defined above for a single billing cycle. If the account's demand exceeds the maximum demand limit as defined above for more than one billing cycle the exemption will not be granted. It is the Customer's responsibility to inform the Company if an exceedance occurs.

CHARACTER OF SERVICE

Alternating current, approximately 60 cycles, single-phase, at Company's standard secondary voltage available from appropriately sized transformer(s). Three-phase service may be supplied at the Company's option.

MONTHLY RATE

Charges equivalent to the sum of all components itemized in the currently effective Master Tariff, plus applicable adjustments specified therein.

MINIMUM BILL

The customer charge, plus the demand charge, plus all applicable adjustments, taxes, and surcharges.

DETERMINATION OF BILLING DEMAND


The billing demand kW will be the highest of A, B, or C below:

- A. The highest average 15-minute kW demand measured during the period for which the bill is rendered; or
- B. 80 percent of the highest average fifteen 15-minute kW demand measured during the most recent three billing periods with ending meter reading dates from July 1st through September 30th inclusive; or
- C. 20 kW.

GENERAL SERVICE MEDIUM

OTHER TERMS AND CONDITIONS

1. If the power factor at any delivery point is less than 90 percent, Company at its sole discretion may require Customer to install power factor correction equipment at Customer's expense. Determination of power factor shall be under conditions which the Company determines to be normal.
2. Service hereunder is subject to the Electric Terms and Conditions approved by Midwest Energy, Inc. Board of Directors.

Issued By: , Chief Executive Officer

Effective Date: January 1, 2025

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

GENERAL SERVICE LARGE

AVAILABLE

At locations on the Company's existing delivery system operating at or below 34 kV. At the Company's option, General Service Large (GSL) may be delivered from a higher voltage.

APPLICABLE

Any account having a maximum demand from July 1st through September 30th of 200 kilowatts (kW) or more for all power and energy uses at any one location where service of a single character is taken through one meter at one point of delivery for which no specific schedule is provided or as defined in the Contract for Electric Service.

The Company will allow a single exemption for the duration of an account if the account exceeds the maximum demand limit as defined above for a single billing cycle. If the account's demand exceeds the maximum demand limit as defined above for more than one billing cycle the exemption will not be granted. It is the Customer's responsibility to inform the Company if an exceedance occurs.

CHARACTER OF SERVICE

Alternating current, approximately 60 cycles, single-phase, at Company's standard secondary voltage available from appropriately sized transformer(s). Three-phase service may be supplied at the Company's option.

MONTHLY RATE

Charges equivalent to the sum of all components itemized in the currently effective Master Tariff, plus applicable adjustments specified therein.

MINIMUM BILL

The customer charge and demand charge plus all applicable adjustments, taxes and surcharges.

DETERMINATION OF BILLING DEMAND

The billing demand will be the highest of A, B, C, or D below:


- A. The highest average 15-minute kW or kilovolt-ampere (kVA) demand measured during the period for which the bill is rendered; or
- B. 80 percent of the highest average 15-minute kW or kVA demand measured during the most recent three preceding billing periods with end meter reading dates from July 1st through September 30th inclusive; or
- C. 160 kW or 177.8 kVA; or
- D. 50 percent of the contract capacity as stated in the Contract for Electric Service or as determined by Company.

GENERAL SERVICE LARGE

Determinant D is only applicable to accounts with a contract capacity as stated in the Contract for Electric Service of greater than or equal to 1,000 kW. If the Contract for Electric Service is unavailable, the Company will calculate the contract capacity as the average of the account's highest annual kW or kVA demand for the most recent three (3) calendar years.

OTHER TERMS AND CONDITIONS

1. The Customer has the option of choosing either kW or kVA demand billing for an account. The demand billing shall be determined when the application for electric service is made. The demand billing shall be included as part of the Contract for Electric Service. The demand billing shall remain effective for the duration of the Contract for Electric Service. After such time, the demand billing may be changed with the consent of both the Customer and Company. Accounts without a Contract for Electric Service or expired Contract for Electric Service may change demand billing with the consent of both the Customer and Company. The Company may require kVA demand billing or power factor corrective equipment installed at the Customer's expense for an account if the account's power factor falls below 90% at any delivery point.
2. Service hereunder is subject to the Electric Terms and Conditions approved by Midwest Energy, Inc. Board of Directors.

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LEASED AREA LIGHTING

AVAILABLE

At locations on the Company's secondary distribution system where 120-volt service is available.

APPLICABLE

To any Customer who contracts for the illumination of outdoor areas not provided for by the Company's Streetlighting schedules.

STANDARD EQUIPMENT AND SERVICE PROVIDED

The Company will install, own, and operate the following items designated as standard equipment:

1. Standard "space-light" fixtures shall consist of light-emitting diode (LED) lamps. Fixtures supported by brackets not to exceed four feet in length affixed to existing wood poles.
2. Standard "floodlight" fixtures shall consist of lamps supported by brackets not to exceed four feet in length affixed to existing wood poles.
3. Standard extensions shall consist of a wood pole not to exceed 35 feet in length, and a maximum of 165 feet of circuit to provide service at a Customer designated location. If an additional pole or poles are required to safely reach the Customer's designated location, additional charges may apply. Standard extensions may be connected in cascade. A standard installation will consist of one or more standard units of equipment.
4. Area lighting services served from underground distribution facilities shall be considered a nonstandard installation.
5. High pressure sodium (HP), metal halide (MH), and mercury vapor (MV) fixtures are no longer available for new installations. The decision to repair or replace HP, MH, or MV lamps with another type shall be at the Company's discretion.

MONTHLY RATE FOR STANDARD INSTALLATIONS

Charges equivalent to rates in the currently effective Master Tariff, plus applicable adjustments and surcharges including the Energy Cost Adjustment (ECA), Ad Valorem Tax (AVE), and Transmission Delivery Charge (TDC).

LEASED AREA LIGHTING

NONSTANDARD EQUIPMENT AND SERVICE PROVIDED

The Company, at its discretion and upon Customer's request, will install, own, maintain, operate, and supply energy to nonstandard area lighting facilities or systems which utilize lighting components or otherwise exceed the provisions of the standard area lighting offerings as identified in this tariff. This includes underground conductor, excessive circuit extensions, special type fixtures, poles and controls, etc.

MONTHLY RATE FOR NONSTANDARD INSTALLATIONS

1. Standard components included as part of a nonstandard installation will be billed at the appropriate metered or unmetered rate.
2. Nonstandard component's rate(s) will be determined using the Company's lighting rate calculation methodology. Nonstandard components include poles, wires, lamps, labor, equipment charges, and all other installation costs.
3. The energy rate for nonstandard lamps will be calculated as the ECA value and the effective AVE and TDC at the date of the contract per kWh calculated on the basis of 4,000 hours of operation of both lamp and ballast at rated wattage per year and billed in twelve (12) monthly installments.
4. The total monthly bill will be the sum of the above three items.


TERMS OF CONTRACT

Service under this schedule will be for the following minimum terms:

1. Standard fixtures (metered or unmetered) – one (1) year term
2. Standard fixtures with standard extensions (metered or unmetered) – three (3) year term
3. Non-standard installation – ten (10) year term

OTHER TERMS AND CONDITIONS

1. Standard fixtures available for installation hereunder will be determined by the Company on the basis of their quality, capital and maintenance costs, long-term availability, general Customer acceptance, and any other pertinent factors which, upon request, the Company will make available to any prospective Customer.
2. All non-standard installations will be installed at the Company's discretion.
3. All standard lamps will normally be operated by a photo-electric controller to provide service from dusk to dawn (approximately 4,000 hours annually) and will be of the approximate lumen ratings and wattages indicated or requested. Maintenance shall consist of lamp

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LEASED AREA LIGHTING


replacement, photo electric controller replacement, lens cleaning, and the like on an as needed basis. Company may charge Customer the cost of abnormal maintenance.

4. It is the Customer's responsibility to notify the Company when fixtures are inoperative.
5. Replacement of lamps due to ordinary burnout will be made at Company expense. Company will replace lamps for nonstandard fixtures due to ordinary burnout; however, Company may charge the Customer the incremental cost of the nonstandard lamp. Replacement due to breakage may be charged to the Customer at the Company's discretion using actual replacement cost.
6. Customer will provide or secure all necessary right-of-way permits and/or easements needed to provide service under this schedule.
7. Company may refuse to install or may remove from service upon two (2) days' written notice to Customer, any fixture provided for herein if, in the Company's judgment, such fixture or its operation could cause an unsatisfactory condition affecting the quality of life in the immediate area, or the public safety, or could be in violation of any local ordinance or development restriction.
8. In the event a Customer initiates or discontinues service at a location receiving service under this tariff, and at a time not coincident with the monthly billing period, charges billed under this tariff will be prorated to the actual days of service.
9. *"In the event a Customer or Company orders a disconnection and a reconnection of service at the same premises within a twelve month period, the Company will collect, a Disconnection and Reconnection Charge filed in the Service Fees Rate Schedule (SFS) and the sum of such minimum bills as would have occurred during the period of disconnection."*
10. In the event a customer receives service under this tariff at a location also being billed under the Non-Domestic Annual Service tariff, Schedule AS, charges billed under this tariff will be annualized and prepaid.
11. Service hereunder is subject to the Electric Terms and Conditions as approved by Midwest Energy, Inc. Board of Directors.



Index #: 103
Schedule: LAL
Replacing Schedule: LAL
Territory: Company Wide

Index 103-105 Reserved for Future Use

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Approved or Adopted by Midwest Energy, Inc. Board of Directors: November 17, 2022

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.

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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.

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).

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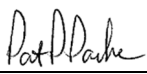
Approved or Adopted by Midwest Energy, Inc. Board of Directors: November 18, 2024

NATURAL GAS TERMS AND CONDITIONS

SECTION 4 – BILLING AND PAYMENT

A. PAYMENT OF BILLS

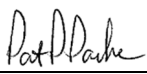
- (1) All bills for natural gas service are due and payable upon receipt. Upon request, the Company shall give the Customer the approximate date on which the bill should be received each month; and if the bill is not received or is lost, the Company shall upon Customer request, issue a duplicate. The non-receipt of a bill by a Customer will not release or diminish the obligation of the Customer with respect to the full payment thereof, including penalties and interest. Normally, bills will be sent by mail. However, at its sole discretion, Company may offer an electronic (paperless) billing option, the initiation, use and cessation of which shall be upon Customer election.
- (2) The Customer shall not be assessed a separate fee for using any method of payment other than that described in Sections 4A(7) and 4A(8).
- (3) Use of Personal Checks:
 - (a) If Customer pays by personal check and said check is returned by the bank for non-payment due to insufficient funds, then Company may assess a charge pursuant to Schedule SFS, 3. Insufficient Funds Charge.
 - (b) Company may convert personal checks into electronic transactions subject to the requirements of Section 4A(6).
 - (c) In lieu of personal checks, Company may require Customer to make payment of bills by cash, certified checks or money orders.
- (4) Payment in Person: Customers may pay in person at any of the Company's Customer Service offices using cash, check or money order. Such locations shall provide a complete list of all available payment options and the amount of any associated fees payable by Customers.
- (5) Payment by Mail or Drop Box:
 - (a) Customers paying by mail shall place a check or money order and the bill payment stub in a clearly addressed envelope and shall post payment to cause it to arrive at Company's remittance processing center on or before the delinquency date. Company shall not be responsible for cash payments placed in the mail.

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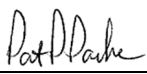
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- (b) Customers paying by drop box shall place a check or money order and the bill payment stub in a sealed envelope and place it in a Company-sponsored drop box to arrive at Company's remittance processing center on or before the delinquency date. Company shall not be responsible for cash payments placed in a drop box.
- (6) Electronic Payment or Draft: Customer may request Company or Company's agent to issue a draft or electronic transaction on Customer's account in a recognized financial institution for payment of Customer's bill for utility services.
- (a) The decision to accept an electronic payment shall be solely that of the Company.
- (b) Company may administer electronic payment requests through a live telephone representative or through automated processes such as interactive voice response (IVR) systems. Requests for web payments may be made through Company's or Company agent's Internet web site.
- (c) Company shall credit an electronic payment through authorized payment processes to the Customer's account as if payment had been received at Company's remittance processing center on the same business day as the Customer's payment.
- (d) Customer shall ensure that sufficient funds are available to pay the amount of the requested electronic payment or draft.
- (i) An electronic payment returned to Company for insufficient funds may incur a charge pursuant to Schedule SFS, 4. Insufficient Funds Service Charge.
- (ii) A draft payment returned to Company for insufficient funds may incur a charge pursuant to Schedule SFS, 3. Insufficient Funds Charge.
- (iii) An electronic payment or draft returned to Company for insufficient funds may cause Customer's account to be deemed delinquent as if the payment had never been tendered.
- (iv) Company may refuse to issue an electronic payment or draft for a Customer who has tendered to Company one or more insufficient funds payments.
- (7) Credit Card Payment: Customer may request Company or Company's agent to accept payment by Customer's credit card for payment of Customer's bill for utility services. Customer will pay to Company's agent a fee not to exceed the amount specified in Schedule SFS, 10. Credit/Debit/ATM Card Fee.
- (a) The decision to accept a credit card payment shall be solely that of the Company or Company's agent.
- (b) Company may administer credit card payment requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system or through Company's Internet web site or Company agent's website.
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- (c) Company shall credit a credit card payment through authorized payment processes to the Customer's account as if payment had been received at the Company's remittance processing center on the same business day as the Customer's payment.
- (d) A credit card payment reversed for any reason may cause Customer's account to be deemed delinquent as if the payment had never been tendered.
- (e) Company or Company's agent may refuse to accept credit card payments from a Customer who has obtained the use of a credit card improperly. This may include, but is not limited to: reported or suspected use of a credit card in a fraudulent manner, reported or suspected use of a stolen credit card, or defrauding the Company or owner of a credit card.
- (8) Debit or ATM Card Payment: Customer may request Company or Company's agent to accept payment by Customer's debit or ATM card for payment of Customer's bill for utility services. Customer will pay to Company's agent a fee not to exceed the amount specified in Schedule SFS, 10. Credit/Debit/ATM Card Fee.
- (a) The decision to accept a debit or ATM card payment shall be solely that of the Company or Company's agent.
- (b) Company may administer debit or ATM card payment requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system or through Company's Internet web site or Company agent's web site.
- (c) Company shall credit a debit or ATM card payment through authorized payment processes to the Customer's account as if payment had been received at the Company's remittance processing center on the same business day as the Customer's payment.
- (d) Customer shall be responsible for and ensure that sufficient funds are available to pay the amount of the requested debit or ATM card payment.
- (i) A debit or ATM card payment returned to Company for insufficient funds or reversed by Customer may incur a charge pursuant to Schedule SFS, 4. Insufficient Funds Service Charge.
- (ii) A debit or ATM card payment reversed for insufficient funds may cause Customer's account to be deemed delinquent as if the payment had never been tendered.
- (iii) Company or Company's agent may refuse to accept debit or ATM card payments from a Customer who has obtained the use of a debit or ATM card improperly. This may include, but is not limited to: reported or suspected use of a debit or ATM card in a fraudulent manner, reported or suspected use of a stolen debit or ATM card, or defrauding the Company or owner of a debit or ATM card.
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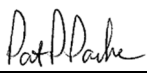
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- (9) Company may establish a program that will, upon Customer's request, automatically withdraw the Customer's billed payments on a regular basis from Customer's account in a recognized financial institution. If Customer pays by such automated means, and a payment is returned by the financial institution for non-payment due to insufficient funds, Company may assess a charge pursuant to Schedule SFS, 4. Insufficient Funds Service Charge.
- (10) Unauthorized Pay Agents: Unauthorized Pay Agents have no contractual arrangements with Midwest Energy. They may include but are not limited to banks and other financial institutions, retail stores with non-Company-sponsored drop boxes and/or third-party businesses or individuals. Company's acceptance of payment from an Unauthorized Pay Agent on behalf of a Customer shall not be construed as acceptance of such agent's assurance to the Customer as to timeliness or accuracy.
- (11) Company shall provide an annual notice to Customers informing them of authorized bill payment options and where to find a list of authorized payment centers. The notice shall also advise of the potential impact of using Unauthorized Pay Agents.
- (12) Company's Internet web site shall provide:
- (a) A complete list of all authorized payment options and the amount of any transaction fees payable by Customers.
 - (b) An up-to-date list of Customer Service offices and Company-sponsored drop box locations.
 - (c) Links to credit/debit/ATM card services offered by Company or Company's agent.

B. CONTENTS OF BILL

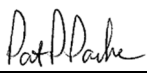
- (1) The Company will normally bill each Customer each billing period in accordance with its applicable Rate Schedules. Billings may be issued on a monthly, self-billing, turn-around, or other basis. Each service bill issued to a Customer will show:
- (a) The beginning and ending meter registration for the reading period, except that estimated billings will disclose that it is based on estimated usage;
 - (b) The date of the meter reading and the date of the bill;
 - (c) The final date by which a payment can be received before a delinquency charge is imposed;
 - (d) The actual or estimated usage during the billing period;
 - (e) The amount due for prompt payment and the amount due after delinquency in payment;

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- (f) If appropriate, the purchase gas adjustment in dollars per therm (\$/therm) and the total amount of the adjustment due;
 - (g) The amount of additional charges due for past due accounts, security deposits, collection, connection or disconnection, installment payments, and other utility charges;
 - (h) The total amount due for the current billing period;
 - (i) The amount due for franchise and sales taxes and research and development surcharges each stated separately if appropriate; and
 - (j) The address and telephone number of the Company and the identification of the person or office where a Customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise express a concern.
- (2) The Company may include on the bill for utility services other charges for special services designated clearly and separately from charges for utility service. Special charges are those not authorized by tariff. If the Customer makes a partial payment for the total bill, the Company will credit payment:
- (a) first to the balance outstanding for utility service beginning with the oldest service debt,
 - (b) then to additional utility charges (such as disconnection/ recollection fees) and
 - (c) then to special charges as defined above.
- (3) If the Customer is paying under the average monthly payment plan, each bill will also clearly disclose the overage or underage of the amounts paid to date as compared to the cumulative actual usage, in dollars, to date.
- (4) The Customer's bill will also show any adjustment to previous billings based on estimated usage or Customer meter readings after actual usage has been determined from a meter reading by the Company. The adjustment will be calculated for a period between the last valid meter reading and the most recent meter reading by the Company. If the adjustment shows a net balance due the Company, the Customer will be given the opportunity, if requested, to pay the additional charges in equal installments over a period of time equal to the adjusted billing period. If a net balance is due the Customer, the Customer will be given either a credit on subsequent bills or a refund, if the overpayment exceeds ten dollars (\$10) and a refund is requested.
- (5) If the Customer is paying down an arrearage under the Cold Weather Rule or other payment plan, those monthly amounts will be printed on the bill and clearly labeled.
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C. METER READING PERIODS

Unless otherwise provided in the Rate Schedules, meters will be read at intervals approximating the billing period. The Company reserves the right to adopt a plan dividing territory served into districts and of reading meters in each district at a selected time period. The Company shall read meters in a range of at least every 26 and no more than 36 days.

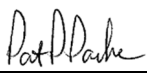
- (1) When conditions such as weather, holidays, vacations, staffing, the number of days in a month, inaccessibility of meters, etc. make it difficult or even prevent a meter from being read within that range, the Company may estimate the Customer's use or request that Customers read their own meter in accordance with Company standards.
- (2) Exceptions to the meter reading range may be made for connections, disconnections, or for Customers directly affected in the event of rerouting.

D. CUSTOMER METER READINGS

- (1) The Company may request Customers to read their meters at intervals approximating the billing period. Requests for readings by the Customer will be on printed forms provided by the Company that contain instructions as to the methods of reading, or upon mutual consent, be submitted by the Customer via the Internet. Customer has the choice to enter or not enter readings via the Internet.
- (2) Meter readings by the Customer, though used for billing purposes, will not be considered final. Such Customers' meters will be read at least once a year by the Company and an adjustment will be made in accordance with these Terms and Conditions.

E. ESTIMATED USAGE

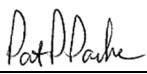
- (1) The Company may render a bill, other than a final bill when service is discontinued or an initial bill, based on estimated usage if the bill is rendered:
 - (a) To Seasonal Customers, provided an appropriate Rate Schedule is available and an actual reading is obtained before each change in the seasonal cycle;
 - (b) When extreme weather conditions, emergencies, work stoppages, or other circumstances beyond the Company's control prevent actual meter readings;
 - (c) When the Company is unable to reasonably obtain access to the Customer's premises for the purpose of reading the meter and efforts to obtain a Customer reading of the meter, such as mailing or leaving pre-addressed forms upon which the Customer may note the readings are unavailing; or

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- (d) When the Customer does not furnish a timely meter reading as requested by the Company.
- (2) The Company may render a bill based on estimated usage as a Customer's final or initial bill when:
- (a) The Customer so requests and any necessary adjustments are made to the bill upon a subsequent actual meter reading by the Company;
 - (b) An actual meter reading would not show actual Customer usage but is used in estimating usage; or
 - (c) An actual meter reading cannot be taken because of a broken meter or other equipment failure.
- (3) The Company will not make field estimates of usage.
- (4) The Company may render a bill based on estimated usage when the Customer is paying under the average monthly payment plan (See Section 4K.) where payments are based upon an estimated or projected average usage. Actual meter readings must also be made for Customers using the average monthly payment plan, except as otherwise provided by Section 4F(1).
- (5) The Company will not render a bill based on estimated usage for more than three (3) consecutive billing periods or six (6) times in any twelve (12) month period unless a meter is inaccessible to the Company and the Customer is not available to read the meter for prolonged periods of time in which case the Company will read the meter at least once per calendar year. Prior to rendering an estimated bill, the Company may request the Customer to provide a meter reading upon pre-addressed forms.
- (6) When the Company renders an estimated bill in accordance with this Section 4F, it will:
- (a) Maintain accurate records for at least thirty-six (36) months of the reasons therefore and efforts made to secure an actual reading;
 - (b) Clearly disclose on the bill by printing the full word "Estimated", that it is based on estimated usage; and
 - (c) Make any appropriate adjustment upon subsequent reading of the meter.
- (7) All adjusted bills and bills covering more than a one month period will be based on increasing the length of the rate blocks according to the number of months involved, i.e., the rate blocks will be doubled for a two month reading, tripled for a three month reading, etc. Adjustments will not be prorated for less than a one-month period. Adjusted bills will show the credit due the Customer for amounts paid that were based on the Customer's readings or the Company's estimate and will show the balance due and payable.
- (8) Purchase gas adjustments covering more than a one-month period will be based on the most recent Gas Supply Cost Adjustment (GSCA) factor.
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F. PRORATION

- (1) The Company may at its option, prorate its GSCA. If the GSCA is prorated, each GSCA factor and estimated usage associated with that factor must be shown on the bill. The GSCA will be prorated during the billing month in which a change in rates or tariffs becomes effective.
- (2) The Company will prorate Customer charges in the following situations:
 - (a) Rerouting of meter routes causes the billing cycle to be outside of the range of 26 through 36 days.
 - (b) During the billing month in which a change in rates or tariffs becomes effective.
- (3) The Company will prorate general changes in rates and tariffs for energy, demand, or other applicable changes during the billing month in which the change in rates or tariffs becomes effective.

G. CASH PAYMENT

The Company may require that the Customer make payment of bills by cash, certified checks, or money orders. Company will give seven (7) days' notice to the Customer whenever checks will no longer be accepted for payment of bills.

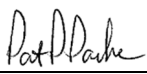
H. TAX ADJUSTMENT

(1) Special Taxes

When any city, county, state, or other taxing sub-division imposes a franchise, occupation, business sales, license, excise, privilege, or similar tax of any kind on the Company, the amounts thereof insofar as practical, will be charged on a pro rata basis to all Customers receiving natural gas service from the Company within the boundaries of such taxing sub-division. This tax charge, in all cases, will be in addition to the regular charges for natural gas service.

(2) Gross Receipts Tax

Where a tax is levied on a percentage of gross receipts, that percentage will be applied to each affected Customer's bill, and the amounts so computed will be added to each Customer's regular billing until such Customer's proportionate share of the total tax is paid. The pro rata tax applicable to each Customer will be identified on the Customer's billing as such.

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I. AVERAGE MONTHLY PAYMENT PLAN

(1) Availability

The average monthly payment plan is, by mutual agreement between the Customer and the Company, available to any qualifying Customer.

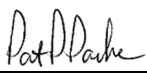
(2) Estimated Bills

At the request of any qualifying Customer, the Company will submit an estimated bill based on the average of the bills rendered for the current month and the preceding eleven months or an estimated bill for natural gas service to be rendered during the contract period, which divided by the number of months in such contract period, will be the monthly installment.

(3) Conditions of Average Monthly Payment Plan

The Customer will be entitled to receive natural gas service under the average monthly payment plan provided Customer will agree:

- (a) To pay each monthly installment on or before the due date thereof;
- (b) To pay the late payment charge provided in these Terms and Conditions if a bill becomes delinquent;
- (c) That failure to pay any monthly installment on or before the delinquent date will be cause for termination by the Company of the average monthly payment plan with respect to Customer, in addition to other remedies permitted by these Terms and Conditions;
- (d) That the estimate will apply only to the premises then occupied by Customer and that if such premises are vacated during the period covered by said estimate, the average monthly payment plan with respect to Customer will immediately terminate;
- (e) That if the average monthly payment plan is terminated, any amount or amounts payable by or due to Customer on account of the metered service during the period covered by the plan will be billed or credited to Customer at once;
- (f) That until terminated by either party, the average monthly payment plan will be renewed automatically;
- (g) That the average monthly payment plan may be periodically reviewed by the Company and the monthly installment payment will be revised if it appears at any time on review that the debit or credit balance at the end of the contract period will substantially exceed the estimate; and
- (h) That the difference between the accumulated total amount of the Customer's billings determined by metered usage, and the accumulated total of the amounts paid before

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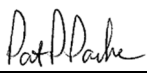
the final month of the contract period will be charged or credited, as the case may be, to the service bill for the final month of such contract period which will be subject to current settlement before the start of the next contract period. At the Company's discretion, the difference between the accumulated total billings and accumulated total payments may be rolled into the estimated usage for the upcoming contract period instead of subjecting that amount to current settlement.

J. DELINQUENT BILLS

- (1) Bills for natural gas service will be deemed delinquent if payment thereof is not received by the Company or its authorized agent on or before the date stated on the bill, which for all classes of Customers will be the last date on which payments received can, in the normal and reasonable course of the Company's procedures, be credited to the Customer's account in preparing the next normal billing;
- (2) When a bill becomes delinquent, a late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current natural gas service will be added to the Customer's bill and collection efforts by the Company will be initiated.
- (3) If the last calendar day for remittance falls on a day when the Company's office is not open to the general public, the final payment date will be extended through the next business day.
- (4) An arrearage average payment plan similar to the Cold Weather Rule average payment plan is an option available to Residential Customers with arrears. The Customer will have up to 12 months to pay off an arrearage with the initial payment being the arrearage plus the bill for consumption during the most recent billing period for which service was provided, divided by 12. The balance will be paid in equal installments over the next eleven (11) months. Customer will also pay charges for current natural gas usage in addition to the arrearage payment. Arrearages from a previous Cold Weather Rule plan or arrearage average payment plan must be paid off before entering into this plan. Customers will be informed of this option.

K. DEFAULT

- (1) Failure of the Customer to conform to these Terms and Conditions or to pay any amount due the Company under the Customer's Natural Gas Service Agreement in the full amount due before becoming delinquent will constitute a default by the Customer in his or her Natural Gas Service Agreement.

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- (2) The Customer's obligation to pay the amount due the Company under the Customer's Natural Gas Service Agreement will be separate from other obligations and claims between the Company and the Customer. Failure by the Customer to pay obligations to and claims by the Company other than amounts due the Company under the Customer's Natural Gas Service Agreement, will not constitute a default justifying discontinuance of natural gas service under Section 5 of these Terms and Conditions. Failure of the Company to pay obligations to or claims by the Customer, or to give the Customer credit therefore, will not justify failure by the Customer to pay the Amount due the Company under the Customer's Natural Gas Service Agreement nor prevent default by the Customer.

L. COLD WEATHER RULE

(1) Availability

The provisions of the Cold Weather Rule (CWR) allow for special payment and disconnection procedures for any qualifying Residential Customer. The rule allows a qualifying Customer with unpaid arrearages the opportunity to retain or restore gas service throughout the cold weather period, which extends from November 1 through March 31, and for the development of payment agreements between the Company and the Customer.

(2) Prohibitions on Disconnections

The Company will not disconnect a Customer's service between November 1 and March 31 when the local National Weather Service forecasts that the temperature will drop below 35 degrees Fahrenheit or will be in the "mid to low 30s," "mid 30s," or "mid to high 30s" within the next 48 hour period unless:

- (a) It is at the Customer's request;
- (b) The service is abandoned;
- (c) A dangerous condition exists on the Customer's premises;
- (d) The Customer violates any rule of the Company that adversely affects the safety of the Customer or other persons, or the physical integrity of the Company's delivery system;
- (e) The Customer causes or permits unauthorized interference with, or tampering of utility service (meter bypass) as defined in Section 3A(2)(c), the natural gas service situated or delivered on or about the Customer's premises;
- (f) The Customer misrepresents his or her identity for the purpose of obtaining or retaining utility service; or

- (g) The Customer makes an insufficient funds payment as the initial payment or an installment payment under a CWR payment plan and does not cure the insufficient payment during the ten-day period after a disconnection notice is sent to the Customer.

Under Sections 4N(2)(a), (b), (c) and (d), the Company may disconnect the service immediately. Under Sections 4N(2)(e) and (f), the Company may disconnect the Customer 48 hours after a disconnection notice is left on the Customer's door or a personal or phone contact is made with the Customer of record, or ten (10) days after a disconnect notice is sent, whichever is quicker. Under Section 4N(2)(g), the Company may disconnect the Customer ten days after a disconnection notice is sent if the Customer has not cured the insufficient payment during the ten-day period.

Services disconnected under Sections 4N(2)(c) or (d) above must be restored as soon as possible after the physical problems as defined in Sections 4N(2)(c) or (d) have been corrected. Service disconnected under Section 4N(2)(e) must be restored as soon as possible after payment by the Customer of the full value of the diverted service. The value of the diverted service shall be estimated based on the historic use by the Customer or at the residence.

(3) Responsibilities of Customers

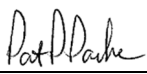
In order to keep from having service disconnected when the temperature is 35 degrees or above, or to have service reconnected regardless of temperature, a Customer must comply with the following provisions. To qualify for the benefits of the CWR, the Customer shall:

- (a) Inform the Company of the Customer's inability to pay the bill in full;
- (b) Provide sufficient information to allow the Company to make a payment agreement;
- (c) Make an initial payment of 1/12 of the arrearage amount, 1/12 of the bill for current consumption, the full amount of any disconnection or reconnection fees, plus any applicable deposit and enter into an 11-month plan for payment of the rest of the arrearage, or enter into a payment plan as negotiated with the Company for the payment of the arrearage amount; and
- (d) Apply for federal, state, local or other funds for which the Customer may be eligible;

(4) Responsibilities of the Company

- (a) Once a year, at least 30 days prior to the CWR period, mail a written notice of the CWR to each Residential Customer who is currently receiving service and to each Residential Customer who has been disconnected during or after the most recent cold weather period and who remains without service.

-
- (b) Send one written notice mailed first class at least ten (10) days prior to termination of service. Disconnect procedures excluding the 10-day notice may not begin until a 48-hour forecast above the activating temperature is predicted by the local National Weather Service office. During the first 24 hours, which will be the day prior to disconnection, the Company will make at least one telephone call attempt with the Customer of record and make one attempt at a personal contact with the Customer of record on the day prior to termination of service if telephone contact on that day was not made. The telephone call attempt(s) and personal contact the day prior to disconnection is in addition to the already existing notice requirements contained in the standards under Section 5. If the Customer is not contacted during the phone call(s) or the personal contact the day prior to termination of service, the Company employee will leave a disconnect message on the Customer's door or other conspicuous location on the Customer's premises on the day prior to disconnection. There will be no charge for this service.
- (c) On the day of disconnection, the local National Weather Service must forecast the temperature to be above the activating temperature for the next 24 hours. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Company must wait for another 48-hour forecast above the activating temperature prior to initiating disconnection procedures, excluding the 10-day written notice.
- (d) In the telephone contact(s), the ten-day written notice, the personal contact and the disconnect message on the Customer's door or other conspicuous location, in addition to the existing requirements contained in Section 5, the Company shall also inform the Customer of the following:
- (i) The existence of the CWR;
 - (ii) That the Customer can avoid disconnection by complying with the Section 4N(3);
 - (iii) Inform the Customer of, or provide a list of, the requirements of Section 4N(3);
 - (iv) Inform the Customer of, or provide a list of, organizations where funds are available to assist with the payment of utility bills;
 - (v) Inform the Customer of, or provide a list of, all other pay arrangements for which the Customer might qualify. Prior to discussing any plan for CWR payments over a period of fewer than 12 months, the Company must inform the Customer of the Customer's right to have a level payment plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installments over the next 11 months, and
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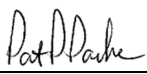
Approved or Adopted by Midwest Energy, Inc. Board of Directors: November 18, 2024

(5) Other Provisions

- (a) Security Deposits made in conjunction with the CWR may be amortized over the period of the payment plan, except that no security deposit may be amortized over fewer months than what is permitted by Section 3B.
- (b) The Company will inform its Customers of the long-term advantages of weatherization programs.
- (c) The Customer should be encouraged to renegotiate CWR payments if the Customer receives utility or other lump sum assistance.
- (d) The issuance of an insufficient funds payment for the initial payment or for any installment of the payment plan, unless subsequently cured by the Customer, shall constitute a default of the CWR plan. A Customer who defaults on a CWR payment plan is not eligible for the arrearage average payment plan under Section 4L(4) unless the arrearages from the prior CWR payment plan are paid. A Customer who defaults on a CWR payment plan is eligible to enter into a new CWR payment plan upon making an initial payment as set forth in Section 4N(3)(c), paying any disconnect and reconnect charges, and complying with the Customer responsibility provisions under Section 4N(3). A payment plan of any length that is negotiated by the Customer and the Company after the Customer has been informed of the payment plans required to be offered under the CWR is considered to be a CWR payment plan. However, a Customer with a payment plan of fewer than 11 months shall not be considered to be in default of the payment plan if the actual payments that have been made are equal or greater than the amount that would have been required under an 11-month payment plan for arrearages.

M. CORRECTION OF BILLING ERRORS

- (1) Billing errors caused by meter inaccuracy or non-registration shall be corrected according to Section 9H.
- (2) Billing errors caused by misreading an accurate meter, improper data entry, bill miscalculation or application of an improper Rate Schedule where no optional Rate Schedules or riders exist shall be corrected in the following manner:
 - (a) If correction of the error is in either Customer's or Company's favor, the provisions of KSA 60-511, KSA 60-512 and amendments thereto shall apply.
 - (b) At the Company's discretion, corrections in Customer's favor for a period of time exceeding that provided under the provisions of KSA 60-511, KSA 60-512 and amendments thereto may be made if it can be reasonably documented and

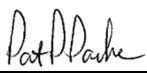
Issued By: , Chief Executive Officer

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ascertained that the error occurred for a longer period of time and that the Customer had no reasonable method of detecting the error.

- (3) No interest shall accrue on billing errors in either Customer's or Company's favor.
- (4) It shall be Customer's responsibility to notify Company of Customer's desire to take service under any Rate Schedule or rider labeled as "optional" or which gives the Customer the right to elect service under that Rate Schedule or rider. Company shall not be obligated to refund any amount to Customer when the Customer had the option of choosing a Rate Schedule or rider that may have resulted in lower bills, and no such amount or difference in bills shall be deemed a "billing error". This Section 4O(4) applies specifically, but is not limited, to Customers moving between bundled sales service and distribution transportation service.
- (5) For Customers taking Distribution Transportation Service, the Customer's Agent shall be responsible for making corrections to Agent-issued bills; the Company shall be responsible for making corrections to Company-issued bills.

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ENERGY COST ADJUSTMENT

APPLICABLE

The Energy Cost Adjustment (ECA) is applicable to all of the Company's electric rate schedules.

COMPUTATION FORMULA

The ECA is the difference between the projected costs defined below and the amount embedded in rates. The rates for energy to which this adjustment is applicable will be increased or decreased by \$.00001 per kilowatt-hour (kWh) for each \$.00001 (or major fraction thereof) **increase or decrease** in the aggregate cost of energy per kWh as computed by the following formula:

$$C * (P / S) - b + ACA = ECA$$

Where:

- C = Projections of the monthly cost of purchased power and energy (Account 555), the projected fossil fuel burned for generation (Accounts 501 and 547), revenue received from the sale of power to third parties including the Southwest Power Pool (SPP) (Account 447), revenues or charges resulting from SPP-related activities including but not limited to Auction Revenue Rights (ARRs), Transmission Congestion Rights (TCRs), and other ancillary charges, demand response related costs, and prepaid future energy and capacity costs to be accumulated in a deferred revenue account with established board approved protocols expressed in \$/kWh for each month of the following quarter.
- P = Actual purchased energy and net generation expressed in kWh for the most recent twelve-month period ended December 31st.
- S = Actual sales in kWh for the most recent twelve-month period ended December 31st¹.
- b = Actual energy cost **embedded in rates** (purchased power and fuel) in **\$/kWh** established during the base period. This amount is **\$0.051959/kWh** **\$0.054432/kWh (2026)**, **\$0.055796/kWh (2027)**, and **\$0.057100/kWh (2028)**, as established during the base period of calendar year **2025** **2021**.

ACA = The Actual Cost as defined below.

¹If actual sales reflect a line loss factor greater than the limit value, restatement of sales based on the limit value shall be required.

ENERGY COST ADJUSTMENT

ACTUAL COST ADJUSTMENT

Subsequent to the effective date of this clause, the Company will maintain a continuing monthly comparison of the actual cost of purchased power, fuel, revenue from third party power sales, revenue or charges from SPP-related activities and other ancillary charges, demand response related costs, and prepaid future energy and capacity costs and the amount recovered from customers. For each twelve-month billing period ending at the close of December, the cumulative difference of the monthly comparisons for the twelve-month billing period will be added to the Actual Cost Remainder, the amount of overage or underage carried over from the prior year, to produce an end of year Cumulative Balance.

The Actual Cost Adjustment (ACA) will then be calculated by dividing the Cumulative Balance by the total number of kWh sales (S) during the twelve-month period **ending at the close of December** ~~ending on that date~~. This amount will be rounded to the nearest \$0.000001/kWh to determine the increase or decrease which should be made to the ECA calculation for prior overage or underage. This ACA will remain in effect for a calendar year until superseded by a subsequent ACA calculated according to this provision.

QUARTERLY REPORTING REQUIREMENTS

At least 25 days prior to the end of the quarter, the Company will provide projections for the ECA for each month of the following quarter.

BILLING OTHER THAN MONTHLY

For those customers billed less frequently than monthly, the ECA will be the ECA effective on end meter read date of the billing period.


INTERVAL BILLING

At the Company's discretion, during extraordinary events Customers may be charged the energy cost corresponding to the time interval(s) when energy flowed through the meter.

LINE LOSS LIMITATION

If the line loss statistic for the most recent twelve-month period ended December 31st exceeds the limit of twelve (12) percent, the Company will compute the energy adjustment based on the limit value rather than the actual operating statistic value.

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Issued By: , Chief Executive Officer

Effective Date: January 1, 2025

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Index #: 129
Schedule: ECA
Replacing Schedule: ECA
Territory: Company Wide

Issued By: Pat Placke, Chief Executive Officer

Effective Date: January 1, 2025

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TRANSMISSION DELIVERY CHARGE

AVAILABLE

The Transmission Delivery Charge (TDC) is applicable to the Company's retail electric rate schedules and special contracts where specifically identified. The TDC appears as a separate line item on the customers' bills.

BASIS OF CHARGE

Company shall collect from retail customers a TDC for each retail rate class based on the allocated share of the transmission-related costs incurred to be recovered under in part or all of the following schedules of the Open Access Transmission Tariff (OATT) by the Southwest Power Pool (SPP) for service to the Company's retail customers:

- Schedule 1 – Transmission Load Dispatching
- Schedule 1A – Tariff Administration Service
- Schedule 2 – Reactive Supply and Voltage Control from Generation or Other Sources Service
- Schedule 7 – Firm Point-to-Point Charges (as assignable to retail sales)
- Schedule 8 – Non-Firm Point-to-Point Charge (as assignable to retail sales)
- Schedule 9 – Network Integration Transmission Service (NITS)
- Schedule 11 – Base Plan Charge
- Schedule 12 – Federal Energy Regulatory Commission (FERC) Assessment Charges
- Other costs associated with Schedule 1 fees for transmission service provided on foreign wires
- SPP Direct Assigned or Sponsor Upgrade Transmission Fees for Customer Upgrades

In addition, other non-SPP transmission related charges recorded in FERC Account 565 (Transmission of Electricity by Other), fees charged to the Company by the North American Electric Reliability Corporation (NERC), and other transmission revenue requirements not otherwise reflected in and recoverable through base rates or other rider mechanisms shall be included.

TRANSMISSION DELIVERY CHARGE

ADJUSTMENT TO TDC UNIT CHARGES

The TDC Year is defined as the 12-month period from January 1 through December 31 for which the transmission related costs and revenues are evaluated.

The TDC Unit Charges will be re-calculated each year as follows:

$$TDC_x = \frac{((\text{Retail TRC} + TU_x) \times 12CP \text{ Allocator}_x)}{kWh_x} + \frac{TU_x}{kWh_x}$$

Where:

TDC_x	=	The TDC for rate class "x" effective on bills rendered read on or after the January February 1 st .
Retail TRC	=	The retail portion of the transmission-related costs for the TDC Year.
$12CP \text{ Allocator}_x$	=	The 12CP contribution as a percentage of the total retail 12CP for the rate class "x".
TU_x	=	The True-Up calculation to will reflect the difference between the actual Retail TDC allocated to each rate class "x" from the previous year and the Retail TDC revenue collected in the previous year from each rate class "x" . The difference will be included as a component of the TDC for each rate class "x" for the current TDC Year. In the initial year this component will be \$0.
kWh_x	=	The kWh sales for rate class "x" for the TDC Year.


TRANSMISSION DELIVERY CHARGE

ALLOCATOR RECALCULATION

At the Company's discretion, the 12CP Allocator will be recalculated periodically utilizing as much class-specific load research as practical. Between recalculations of the 12CP Allocator, the Company will recalibrate the 12CP Allocator by adjusting for the changes in energy sales from the prior year.

The TDC Unit Charges are updated annually. However, the Company may update the TDC Unit Charges more frequently if there is a significant change in the transmission-related costs.

The TDC Unit Charges are presented in the Master Tariff.

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Effective Date: June 1, 2016

Approved or Adopted by Midwest Energy, Inc. Board of Directors: May 16, 2016

NATURAL GAS TERMS AND CONDITIONS

SECTION 7 – COMPANY’S SERVICE OBLIGATIONS

A. INFORMATION REGARDING SERVICE

Company cooperates with contractors, individuals, other utilities, and the Commission by participating in the “Kansas 811 One-Call System, Inc.” The purpose of the system is to disseminate fast accurate information at no cost regarding the location of underground facilities. Additionally, Company will furnish information regarding the location of its mains and the character of service available to any location upon request at any of its offices. Such requests made to and acted upon by Company shall not relieve Customer of obligations under the Kansas Underground Utility Damage Prevention Act. Upon request, Company will attempt to locate Customer-owned distribution networks and rural yard lines but provides no assurances as to exact locations of such networks or lines.

B. EQUIPMENT FURNISHED BY COMPANY

Company shall furnish all necessary shut off valves, regulators, relief valves, meters, meter settings and a portion of service lines and yard lines to serve Customers. Payment for service line and yard line installation, maintenance and replacement shall be as specified in Sections 7D, 7E and 7F. All facilities furnished and installed by Company on the premises of Customer for the supplying of service to Customer shall be and remain the exclusive property of Company. All Company-owned facilities on the premises of Customer shall be operated by and maintained at the expense of Company. Such facilities may be replaced by Company at any time and may be removed by Company upon termination of Customer’s service agreement or upon discontinuance of service as provided in Section 5.

C. METER LOCATIONS

(1) New Installations

Company’s general policy is to place new residential and small commercial meters at the building wall in franchised areas. Company may, however, at its sole discretion, place the meter at either the building wall or the property line or in an easement. All new meter set locations for large commercial and industrial Customers will be determined by mutual agreement between Customer and Company. Any such location must provide for an adequate margin of safety from public road and in-plant traffic. Customer shall have the

duty to notify Company in writing of any changes in traffic patterns or other conditions which subsequently render any agreed upon location unsafe. Company shall not be liable to Customer for any damages caused by impact to a meter.

- (2) Existing Outside Meters When replacing a service line, an existing outside meter may be relocated at Company's option in accordance with its policies for new installations as provided in Subsection 7C(1).
- (3) Inside Meters Inside metering shall be prohibited except when, in Company's judgment, it is not practicable to locate the meter outside the building. When replacing a service line, an existing inside meter may be relocated at Company's option in accordance with its policies for new installations as provided in Subsection 7C(1).

D. SERVICE LINES

(1) Service Line Installation

Piping from the gas main to the point of delivery shall be installed by Company or Company-authorized personnel and shall be owned, operated and maintained by Company.

(2) Service Line Maintenance

Company or Company-authorized personnel shall perform, at Company's expense, all maintenance of service lines when the need for such becomes apparent to Company. If a service line is in need of repair, or, if it has been declared to be a potential safety hazard by Company, Company may, at its option, replace the line instead of repairing it.

(3) Service Line Replacement

All replacements of service lines shall be performed by Company or Company-authorized personnel and shall thereafter be owned, operated, and maintained by Company. Replacement of service lines will occur in accordance with Company's schedule and the requirements of regulatory authorities having jurisdiction herein. If it is necessary to replace the service line, Customer shall be deemed to have granted Company an easement for such line unless Customer requests termination of service. This replacement shall be done in accordance with Section 7F.

E. YARD LINES

- (1) Customer-owned yard lines shall be of adequate size to provide sufficient capacity for the appliances installed or to be installed.
 - (a) Yard lines must be made of Company approved materials and meet Company requirements for installations. Upon completion, the yard line must be inspected by the Company, if installed by anyone other than the Company.
 - (b) Yard lines must enter the building above the grade line.
 - (c) Yard lines remain Customer-owned if they are located in a non-franchised area.
- (2) If the Company discovers a hazardous or Class I leak on Customer-owned piping or facilities, or on Customer-owned distribution networks, the Company shall promptly notify the affected Customer(s) or owner of such condition and the Company may, with or without notice, shut off the flow of gas to said piping and facilities until the condition is rectified.
- (3) If a Customer-owned yard line is located in a non-franchised area, the owner of the piping and/or facilities shall be responsible for arranging and paying for any repairs or replacement of said piping and or facilities and all materials, installation and work performed must comply with Company specifications as well as all applicable laws and regulations. The owner of the piping and/or facilities shall provide the Company with an acceptable assurance that all materials, installation, and work performed comply with all applicable specifications, laws, and regulations before gas service will be restored or continued.
- (4)
 - (a) For Customer-owned yard lines located within a franchised area, the Company shall assume ownership and be responsible for all maintenance of yard lines installed after January 1, 1992.
 - (b) If the Customer-owned yard line within the franchised area was installed before January 1, 1992, the Customer will maintain ownership until the yard line needs replaced. Until such time, the owner shall be responsible for arranging and paying for any repairs or maintenance on said line. At such time when the yard line needs replaced, the Company will assume ownership.
- (5) The Customer shall be responsible for obtaining an easement from a third party if a Customer-owned yard line will cross the property of a third party. The easement shall be granted to the Company, not to the Customer securing the easement for the Company.

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- (6) Customer piping installed downstream of the yard line outlet, including a tap off the yard line, will be installed at the Customer's expense by the Customer, the Company or a qualified third party. All Customer piping will be owned and maintained by the Customer.
 - (7) For any yard line installation offered to new and conversion Customers whether in franchised or non-franchised areas, notwithstanding any of the provisions in this Section 7, the amount of the yard line that the Company will provide to the Customer will be determined by running the cost of the yard line and the anticipated load through the Company's economic model. This model will indicate the maximum allowable cost of the yard line. Any costs above the maximum allowable shall be charged to the Customers.

F. COST RESPONSIBILITY FOR SERVICE LINES AND YARD LINES

- (1) Company shall initially furnish and replace as necessary at its own expense, that portion of the service line which lies in the public street or right of way, and which extends from the gas main to the Customer's property line.
- (2) In franchised areas, Company shall also initially furnish and replace as necessary at its own expense, the next one hundred (100) combined feet of service line and yard line. Where such piping is to be installed in frozen ground, in rock, under paved areas, other obstructions, or where construction costs are extraordinarily high due to physical conditions, at Company's discretion Customer shall be billed for Company's incremental or excess costs incurred in such unusual construction conditions. The Customer receiving service shall also be billed for Company's excess cost for installing or replacing that portion of combined service line and yard line over one hundred (100) feet in length at a rate equal to the cost per foot currently charged to Company by contracted pipeline installers, or Company's actual costs, under normal physical conditions. Where physical conditions cause construction costs to be extraordinarily high, the Customer will pay the estimated or actual costs (whichever is lower) for any length over 100 feet. In any case, an estimate of excess costs required to perform the work shall be furnished to Customer prior to construction.
- (3) In situations where the excess costs are estimated to be \$500 or less, Company will present Customer a bill that shall be due and payable upon receipt. Upon payment, Company shall install or cause to be installed, the required lines. In lieu of an immediate up-front payment in full, Customer will be permitted to make an initial payment of \$100 and to pay the remaining balance, if any, in equal monthly installments over a period not to exceed twelve months. In situations where the excess costs exceed \$500, Company may, after giving due

consideration to the total excess costs and Customer's ability to make the required payment, enter into a special payment agreement with Customer to permit payment over a period of up to 36 months. Customer's failure to pay the excess costs in accordance with the pay agreement shall be cause to discontinue service to Customer upon due notice and in accordance with these General Terms and Conditions.

- (4) The term cost or actual cost as used herein will be the actual cost of materials used and labor required, plus cost for use of tools and equipment, storeroom and accounting expense, and superintendence. For ease of administration and Customer understanding, Company at its discretion may substitute its average unit cost for the most recent calendar year. The term excess cost shall be costs in excess of those incurred to install an equivalent length of service line or yard line under normal conditions.

G. COMPANY LIABILITY

Customer shall save Company harmless from all claims for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of the installation, operation, or replacement of the service yard line, and other necessary appurtenances to serve Customer unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by willful default or negligence on the part of Company or its accredited personnel. Company may refuse or discontinue service if an inspection or test reveals leakage, escape or loss of gas on Customer's premises. Company will not be liable for any loss, damage or injury whatsoever caused by such leakage, escape or loss of gas from beyond the point of delivery, including taps off of yard lines, house piping, appliances or other equipment.

H. INSPECTION AND TESTING OF CUSTOMER'S FACILITIES

After the commencement of service, the Company will not be obligated, beyond the requirements of the Commission's Office of Pipeline Safety, to inspect Customer's facilities, although at its discretion, Company shall have the right to inspect and test Customer's facilities for suspected unsafe conditions at any time.

I. CONTINUITY OF SERVICE

Company will use reasonable diligence to supply steady and continuous gas service at the point of delivery, but does not guarantee, when it is out of the Company's control, the pressure, quality or supply of natural gas service against irregularities or interruptions, and shall not be liable to Customer for any damages occasioned by irregularities or interruptions, except when directly and proximately caused by the reckless, willful or wanton act of Company, its agents or employees.

J. RELOCATION OF COMPANY'S EQUIPMENT AT CUSTOMER'S REQUEST

Customer shall consult Company before causing or permitting any construction over any Company-owned or Customer-owned facility. Customer shall not enclose any exposed portion of Company-owned facilities. Company shall require Customer reimbursement of any costs due to a change in the location of meters or other equipment made at the request of Customer. Company's equipment will be removed or relocated only by Company authorized personnel. If Customer fails to notify Company of a construction project that results in Company relocating or altering facilities, the Customer will be billed for the full cost of the relocation or alteration, including labor, overheads and materials.

K. COMPANY'S RESPONSIBILITY

Company assumes no responsibility for any loss, damage or injury whatsoever caused by leakage, escape or loss of gas after same has passed through Company's point of delivery and will not be responsible for the inspection or repair of defects in Customer's piping, fixtures or appliances in or on Customer's premises, and will not be responsible for any injury, loss or damage resulting from such defects or improper installation.

In accordance with its normal work procedures, Company shall exercise reasonable care when installing, operating, maintaining, or replacing Company facilities located on Customer's premise. However, beyond such normal procedures, Company assumes no responsibility for trespass, injury to persons, or damage to lawns, trees, shrubs, building or other property that may be caused by reason of or related to installation, operation, maintenance or replacement of Company's facilities to serve Customer, unless it shall be shown affirmatively that the injury to persons or damage to property complained of, has been caused by willful default or negligence on the part of Company, its agents or employees.

NATURAL GAS TERMS AND CONDITIONS

SECTION 8 – DISTRIBUTION EXTENSION POLICY


A. EXTENSIONS

This policy applies to facility improvements and additions required to serve new gas loads at new locations or additional gas loads at existing locations.

- (1) Permanent residential Customers will be required to pay an additional monthly charge to compensate Company for costs exceeding \$500.00. The additional monthly charge shall be calculated by amortizing costs exceeding the cost allowance over a mutually agreed upon contract term not to exceed five (5) years at a discount rate equal to the Company's most recent ~~ly Commission-~~ approved natural gas rate of return. This additional monthly charge will be in addition to any customer charge amounts set forth in the appropriate Rate Schedule.

The Company shall not be required to grant the above-defined cost allowance to Customers that are not permanent residential customers. A permanent residential customer is a single family residence 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 attached to a permanent foundation and in operation for single-family residential occupancy.

- (2) Nonresidential Customers will be required to pay an additional monthly charge to compensate Company for costs exceeding \$900.00. Any additional monthly charge shall be calculated by amortizing costs exceeding the cost allowance over a mutually agreed upon contract term not to exceed five (5) years at a discount rate commensurate with the risk associated with serving the load, but not exceeding one-hundred fifty (150) percent of the most recent ~~ly Commission-~~ approved ~~Company-average~~ natural gas rate of return. This additional monthly charge will be in addition to any customer charge amounts set forth in the appropriate Rate Schedule.
- (3) This rule will apply to the extension of distribution mains only and will not be applicable to reinforcing high or intermediate pressure mains, or to tap lines in rural areas extending from transmission lines.

Issued By: , Chief Executive Officer

Effective Date: January 1, 2025

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

B. SPECIAL CONTRACTS FOR SERVICE TO NON-RESIDENTIAL SERVICES

(1) Notwithstanding the provisions of Section 8A(2), where it is necessary to make extensions or reinforce distribution mains to provide service such that in the sole judgment of the Company, the revenue to be derived from, or the 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 additional monthly charge calculated with the Company's standard economic model,
- (b) A cash contribution in advance, or
- (c) An acceptable guarantee or bond.

(2) In such cases, the Customer will enter into a written contract with the Company as to character, amount, and duration of the business offered. No interest will accrue or be payable on any cash contribution required by the Company.

C. BASIS OF DETERMINING COSTS

The term cost or actual cost as used herein will be the actual cost of materials used and labor required, plus cost for use of tools and equipment, storeroom and accounting expense, sales tax, overheads and superintendence. For ease of administration and Customer understanding, Company at its discretion may substitute an average labor and labor overhead component based upon a typical composite for workers and pay grades represented on a construction crew instead of actual workers on the specific job.

D. DETERMINATION OF FACILITY COST

The distance of the Customer's premises from the nearest existing distribution main having a capacity sufficient to provide adequate service to the Customer and to other Customers thereto connected will be used in determining whether Customer is required to pay an additional monthly charge, and the cost of increasing and extending the nearest existing distribution main will be used as a basis for determining the amount of the additional monthly charge necessary in case the extension cost is above the cost allowance. Distances will be measured along streets and alleys and not across private property. In rural areas, distances may be measured across private property if Customer provides right-of-way satisfactory to the Company.

E. AREA DEVELOPMENT

If the promoter, developer or owner of a housing development area requests that Company construct its distribution system therein in advance of the completion of a substantial number of the houses, Company may require a deposit from the promoter, developer or owner in sufficient amount to cover the cost of Company's distribution system, but the refundable portion of the deposit will be refunded without interest to the said promoter, developer, or owner, proportionately, as the houses or buildings are built, occupied and connected to the distribution system during the succeeding five (5) years. The refundable portion shall be the lesser of the deposit described herein or the Company's cost allowance set forth in Section 8A(1).

F. RIGHT-OF-WAY AND FRANCHISE LIMITATIONS

Company will not in any case be required to secure private right-of-way for the purpose of making extensions of distribution mains or other facilities to premises of prospective Customers. When necessary, Company will endeavor to secure franchise rights from municipality to cover extensions requested but will not undertake to make extensions on streets or alleys not covered by lawful franchise grants.

G. EXTENSIONS ON UNIMPROVED STREETS AND ALLEYS

Company will not be required to construct any extensions of distribution mains in any streets or alleys for which the property lines, sidewalk lines or curb lines have not been established by the city, nor on any streets or alleys which have not been previously graded by the city

except where, although the street or alley is not graded, the grade will have been established and the contour of the ground will not be more than twelve (12) inches above or below the established grade at the proposed locations of Company's distribution mains.

H. PRORATION OF LINE EXTENSION CHARGES

The additional monthly charge if any as determined in accordance with paragraphs A and B of this Section will be prorated on an equal basis between all Customers of a like classification that are initially or subsequently served by the line extension within the contract period. Adjustments to the additional monthly charge of the original Customer or Customers will only be made at Customer's request for additional permanent Customers whose premises are

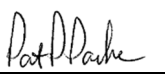
adjacent to and served directly from the original line extension. The total adjustment will not reduce the charge below those required in the Company's applicable Rate Schedule. In the event that multiple customers of dissimilar rate classes are served from a common extension, Company shall make a good faith effort to reallocate costs based on amount of shared line and size of connected loads. Company is not required to refund line extension charges paid in advance or prior to connection of additional customers.

I. EXTENSIONS, PROPERTY OF COMPANY

All extensions made under these rules will, at all times, be and remain the property of the Company.

J. FACILITIES AND EQUIPMENT ON CUSTOMER'S PREMISES

If, in order to serve Customer, it is found necessary or desirable for Company to install, on Customer's property, facilities and equipment, or other apparatus, Customer will furnish, without cost to Company, sufficient and adequate space for the installation. Customer will also furnish, without cost to Company, right-of-way over Customer's property for Company distribution mains or other facilities necessary to service Customer. Where Customer is not the owner of the premises to be served, written consent of the owner will be furnished to the Company on form provided for that purpose.

Issued By: , Chief Executive Officer

Effective Date: January 1, 2025

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

SECTION 6 – CUSTOMER’S SERVICE OBLIGATIONS

A. CUSTOMER TO FURNISH RIGHT-OF-WAY

The Customer will provide or procure for the Company at Customer’s expense such rights-of-way, including permission to trim or remove any trees that may interfere with the operation of the Company’s facilities, as are satisfactory to the Company, across property owned or otherwise controlled by the Customer or others, for the construction, operation and maintenance by the Company of its facilities necessary or incidental to the supplying of such electric service to Customer.

B. ACCESS TO CUSTOMER’S PREMISES

The Customer will give the duly authorized agents and employees of the Company full and free access to the premises of the Customer for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, reading meters, or removing any of the Company’s facilities on the premises of the Customer, or for any other purpose incidental to the electric service supplied by the Company.

C. CUSTOMER’S INSTALLATION

- (1) With the exception of the meter receptacle and meter which will be supplied by the Company, the Customer’s installation will consist of the meter loop and all service entrances, switch boxes, service cabinets, switches, fuse blocks, conduit, wiring, connections, and other equipment, and the installation thereof necessary for the reception, use, and control of electric energy by the Customer. It will be of a type approved by the Company and will meet the requirements of the National Electrical Code and comply with all state and municipal codes insofar as they apply. The Customer shall provide a secure point of attachment for secondary conductors. The Company will not attach secondary conductors to structures not on permanent foundations.
- (2) Any and all wiring, appliances, or equipment required to transform, control, regulate, or utilize beyond the point of delivery the electric service supplied by the Company which are furnished, installed, and maintained by the Customer will be the sole responsibility of the Customer.
- (3) The Customer agrees to repair and replace when necessary, all wires and appurtenances furnished by the Customer for reception and use of electric service in a safe condition and in compliance with the National Electrical Code and all state and municipal codes insofar as they apply.

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- (4) Customer shall obtain written Company approval before connecting any single-phase motor in excess of ten (10) horsepower or any three-phase motor in excess of fifty (50) horsepower. Company reserves the right to require soft-start capabilities if it is determined that across-the-line motor starting would adversely impact power quality. Deleterious effects caused by improper motor starting may result in suspension of service in accordance with Section 6.E.

D. PROTECTION OF CUSTOMER'S EQUIPMENT

- (1) The Customer will be responsible for determining whether the Customer's installation and all portions thereof, are and will be suitable for operation at the voltage, phase, and other characteristics of the service to be supplied by the Company.
- (2) The protection of the Customer's equipment is the full responsibility of the Customer. Any Customer desiring protection against interruptions, phase failure, phase reversal, voltage variations, or other temporary irregularities or failure of part or all of the electric service will, at Customer's own expense, furnish such protective equipment.

E. DANGEROUS OR DISTURBING USES

The Customer will use the electric service supplied by the Company with due regard to the effect of such use on the Company's electric service to its other Customers and on the facilities and equipment of the Company. The Company may refuse to supply electric service or may suspend electric service to a Customer, immediately, without notice under Section 5A.(1), if the Customer's installation is in an unsafe or dangerous condition or is so designed or operated as to disturb or adversely affect Customer's safety or that of other persons, the integrity of the Company's delivery system, or power quality available from the system.

F. INSPECTIONS AND RECOMMENDATIONS

The responsibility of the Customer regarding Customer's use of the electric service supplied by the Company is not set aside, and the Company will in no way be liable or responsible, because of any inspections or recommendations by the Company which are made as a courtesy to the Customer or as a protection to the electric service supplied by the Company to its other Customers. The Company reserves the right, but assumes no duty, to inspect the Customer's installation and facilities for suspected unsafe conditions.

G. DEFECTIVE CUSTOMER EQUIPMENT

Defective appliances or fixtures will be disconnected at once and properly repaired before further use. Defective appliances or fixtures include but are not limited to those that have been found by tests to be causing interference to radio, television, and like electronic equipment used by others. If electric energy is found to be escaping from any wires or equipment in or about Customer's premises, Customer will open the service switch immediately to shut off the flow of electric energy and notify Company at once.

H. CONSTRUCTION OR USES AFFECTING COMPANY'S EQUIPMENT

Customer will consult with the Company before causing or permitting any construction, including changes to the contour of the ground on private or public right of way that will affect any of the Company's service facilities or equipment or cause Company's installation to be out of compliance with applicable safety codes and regulations. Customer will not enclose any exposed portion of service facilities or use any of the poles, wires, structures, or other facilities of the Company for fastening thereto, or support, or any purpose whatsoever without written consent of the Company. Customer will also not locate anything in such proximity to the aforesaid facilities of the Company that will cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition. The Customer will be required to reimburse the Company for any costs due to a change in the location of meters, service lines, or other equipment made at the request of Customer, or necessitated by the Customer's interference with the Company's facilities. The Company reserves the right to remove, immediately and without notice, any unauthorized attachments to its facilities. The Company's equipment will be removed or relocated only by employees, agents, or authorized representatives of the Company. Any infraction of this Section 6H. will be sufficient cause for discontinuance of service under Section 5A.(1).

I. PROTECTION OF COMPANY'S PROPERTY

(1) The Customer at all times will protect the property of the Company on the premises of the Customer and will permit no person other than the employees and agents of the Company and other persons authorized by law to inspect, work on, open, or otherwise handle the wires, meters, or other facilities of the Company. Any infraction of this rule will be considered sufficient cause for discontinuance of service immediately, without notice under Section 5A.(1).

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- (2) In case of loss or damage to the property of the Company because of any carelessness, neglect, tampering, or misuse by the Customer, any member of Customer's family, or Customer's agents, servants, or employees, the Customer will reimburse the Company for the cost of any necessary repairs to or replacement of such facilities or the Company's stated book value of such facilities.

J. TAMPERING OR FRAUDULENT USE OF COMPANY'S FACILITIES

- (1) The Company may discontinue service to a Customer under Section 5A.(1) and remove its facilities from the Customer's premises, in case evidence is found that any portion of the Company's facilities have been tampered with in such manner that the Customer may have received unmetered service or in the event evidence of fraudulent use of electric service in any manner, including fraudulent meter reading, is discovered.
- (2) In such event, the Company may require the Customer to pay all bills, including a bill for such amount of electric service as the Company may estimate, from available information, to have been used but not registered by the Company's meter or otherwise fraudulently used, and to increase the amount of his cash security deposit or surety bond, or other credit arrangement. The Customer will be required to pay all damages to Company owned equipment and labor, if any, before electric service is restored. In addition, before service is restored the Customer will be required to bear all costs incurred by the Company for such protective equipment as, in the judgment of the Company, may be necessary and give satisfactory assurance that such tampering and fraudulent use of electric service will be discontinued.
- (3) The existence of tampered connections, meters or devices which operate to cause diversion or fraudulent use of electric service, will be considered by the Company to be prima facie evidence of diversion of electric service by Customer.

K. INDEMNITY TO COMPANY

- (1) The Customer will indemnify, save harmless, and defend the Company against all claims, demands, costs or expense, or loss, damage, or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the distribution or use of electric service by the Customer at or on the Customer's side of the point of delivery.

(2) The Customer will indemnify, save harmless, and defend the Company against all claims, demands, costs or expense for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings, or other property that may be caused by reason of or related to installation, maintenance, or replacement of Company's service lines or other necessary appurtenances to serve Customer, unless the injury to persons or damage to property has been caused by willful default or gross negligence on the part of the Company.

L. PARALLEL OPERATION

No Customer will operate or permit operation of electric generating equipment in parallel with electric service supplied by the Company except as may be permitted under a special Electric Service Agreement. Any infraction of this rule will be sufficient cause for discontinuance under Section 5A.(1).

M. DOUBLE THROW SWITCH

Customers may provide electrical service on their premises to operate equipment during periods of emergency when Company's service is interrupted. A double throw switch, of an approved size and type, will be installed and maintained at the expense of the Customer to separate the facilities of the Customer from those of the Company when such equipment is in use. Any infraction of this rule will be sufficient cause for discontinuance under Section 5A.(1).

N. CHARGES FOR TROUBLE CALLS AND WORK COMPLETED ON CUSTOMER'S PREMISES


The Company will charge for all materials furnished and for all work done on Customer's premises beyond the equipment owned and installed by the Company. This includes trouble calls not occasioned by negligence on the part of the Company, repair of electric appliances, and any other work or service requested and authorized by Customer. The charges will be based upon Company's existing **Schedule of Service Fees** schedule for such work. The Company will not charge for replacement or repair of equipment furnished and owned by the Company on Customer's premises except when repairs or replacement are caused by negligence or misuse by Customer or Customer's agents.

O. NOTICE TO COMPANY TO DISCONTINUE SERVICE

Any contract made for service shall continue in full force and effect during its term. Service shall be discontinued by Customer in accordance with the terms of the Service Agreement. If no terms are specified, Customer may discontinue service upon giving a two-day notice to Company. In case no such notice is given to Company, the terminating Customer shall be responsible for all service supplied until such notice is given to Company. In the case of rental property, the owner may contract in writing for service to be continued automatically in owner's name, with full responsibility for payment of all service thereafter delivered, when service is terminated at the request of any tenant.

P. REQUEST FOR INVESTIGATION OF UNSATISFACTORY SERVICE

If Customer believes that service is not adequate and sufficient, Company should be advised in writing of the nature of the complaint in order that a proper investigation may be made.

Issued By: , Chief Executive Officer


Effective Date: January 1, 2023

Approved or Adopted by Midwest Energy, Inc. Board of Directors: November 21, 2022



Index #: 253
Schedule: ET&C
Replacing Schedule: ET&C
Territory: Company Wide

Index 253 Reserved for Future Use

Issued By: , Chief Executive Officer

Effective Date: January 1, 2023

Approved or Adopted by Midwest Energy, Inc. Board of Directors: November 21, 2022

SECTION 8 – LINE EXTENSION POLICY

A. APPLICABILITY

This policy applies to facility improvements and additions required to serve new electric loads at new locations or additional electric loads at existing locations. As used in Section 8, the term “line extension” shall include all facility additions and modifications required to serve specific load additions including but not limited to lines of increased length or load carrying capacity, substation enlargements, transformers, breakers, switches, other ancillary equipment and Customer-site facilities. This policy also applies to the provision of enhanced metering or other non-standard improvements made at the Customer’s request.

B. CONTRACT TERM

As evidence that the Customer accepts service under the terms of this policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the increased monthly charges if any as specified herein for a mutually agreed upon period not to exceed five (5) years. After the initial period, the monthly charges will not exceed the amount set forth in the appropriate Rate Schedule. If Customer or Company terminates service, remaining unpaid line extension charges shall become immediately due and payable.

C. RESIDENTIAL LINE EXTENSIONS

- (1) Permanent residential Customers will be required to pay an additional monthly charge to compensate Company for line extension costs exceeding \$3,000.00, which shall be considered the cost allowance. The additional monthly charge shall be calculated by amortizing costs exceeding the cost allowance over a mutually agreed-upon contract term not to exceed five (5) years at a discount rate equal to the Company’s most recently approved electric rate of return. This additional monthly charge will be in addition to any customer charges set forth in the appropriate Rate Schedule.
- (2) The Company shall not be required to grant the above-defined cost allowance to Customers that are not permanent residential customers. A permanent residential customer is a single family residence 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 attached to a permanent foundation and in operation for single-family residential occupancy.

- (3) Line extensions for permanent residential structures not yet constructed shall be considered nonresidential if they have not been built and occupied within 24 months of completion of the line extension and will revert to charges in accordance with Sections 8D. and 8E. for non-domestic annual service type accounts.

D. NON-RESIDENTIAL LINE EXTENSIONS

Non-Residential Customers are not entitled to a specific cost allowance. Any additional monthly charge resulting from the line extension shall be calculated by amortizing costs exceeding the cost allowance over a mutually agreed upon contract term not to exceed five (5) years at a discount rate commensurate with the risk associated with serving the load, but not exceeding one-hundred fifty (150) percent of the most recent ~~Commission-~~ approved Company-average ~~natural gas~~ **electric** rate of return. This additional monthly charge will be in addition to any customer charge amounts set forth in the appropriate Rate Schedule.

E. SPECIAL CONTRACTS FOR NON-RESIDENTIAL SERVICES

- (1) For Non-Residential Customers, where it is necessary to make extensions or reinforce distribution lines to provide service such that in the sole judgment of the Company, the revenue to be derived from, or the 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 additional monthly charge calculated with the Company's standard economic model,
 - (b) A cash contribution in advance, or
 - (c) An acceptable guarantee, or bond.
- (2) In such cases, the Customer will enter into a written contract with the Company as to the character, amount and duration of the business offered. No interest will accrue or be payable to Customer on any cash contribution required by the Company.

F. PRORATION OF LINE EXTENSION CHARGES

Any additional monthly charge as determined in accordance with paragraphs C and E of this Section will be prorated on an equal basis between all Customers of a like classification that are initially or subsequently served by the line extension within the contract period. Adjustments to the additional monthly charge of the original Customer or Customers will

only be made at Customer's request for additional permanent Customers whose premises are adjacent to and served directly from the

original line extension. The total adjustment will not reduce the charge below those required in the Company's applicable Rate Schedule. In the event that multiple customers of dissimilar rate classes are served from a common extension, Company shall make a good faith effort to reallocate costs based on amount of shared line and size of connected loads. Company is not required to refund line extension charges paid in advance or prior to connection of additional customers.

G. AREA DEVELOPMENT

If the promoter, developer or owner of a housing development area requests that Company construct its distribution system therein in advance of the completion of a substantial number of the houses, Company may require a deposit from the promoter, developer or owner in sufficient amount to cover the cost of Company's distribution system, but the refundable portion of the deposit will be refunded without interest to and upon request of said promoter, developer or owner, proportionately, as the houses or buildings are constructed, occupied and connected to the distribution system during the succeeding five (5) years. The refundable portion shall be the lesser of the deposit described herein or the Company's cost allowance set forth in Section 8C (1).

H. UNDERGROUND EXTENSIONS

If Company is requested to make an underground extension of its distribution system, such extension will be installed according to standards of the Company. Company will contribute towards the cost of such extension an amount equal to the cost allowance for equivalent overhead service. Customer will contribute the difference between the cost of the underground service and the contribution made by the Company.

I. BASIS OF DETERMINING COSTS

The term cost or actual cost as used herein will be the actual cost of materials used and labor required, including tree trimming, plus cost for use of tools and equipment, storeroom and accounting expense, sales tax, overheads and superintendence. For ease of administration and Customer understanding, Company at its discretion may substitute an average labor and labor overhead component based upon a typical composite for workers and pay grades represented on a construction crew instead of actual workers on the specific job.

J. RIGHT-OF-WAY AND FRANCHISE LIMITATIONS

There will be no absolute requirement that the Company secure private right-of-way for the purpose of making extensions of overhead or underground lines or other facilities to premises of prospective Customers. Customer will provide or procure for the Company such rights-of-way as are satisfactory to the Company across property owned or otherwise controlled by a Customer for the construction, operation and maintenance by the Company of its facilities necessary or incidental to the supplying of electric service. When necessary, Company will endeavor to secure franchise rights from municipality to cover urban extensions requested but will not undertake to make extensions on streets or alleys not covered by lawful franchise grants.

K. EXTENSIONS ON UNIMPROVED STREETS AND ALLEYS

Company will not be required to construct any extensions of overhead or underground lines or other facilities in any streets or alleys for which the property lines, sidewalk lines and curb lines have not been established by the city, nor on any streets or alleys which have not been previously graded by the city except where, although the street or alley is not graded, the grade will have been established and the contour of the ground will not be more than six (6) inches above or below the established grade at the proposed locations of the Company's power lines or other facilities.

L. SUSTATIONS AND POWER LINES ON CUSTOMER'S PREMISES

If, in order to serve Customer, it is found necessary or desirable for Company to install an indoor substation consisting of transformers, switching equipment, or other apparatus, Customer will furnish, without cost to Company, a weather proof building or room. Such space will be well ventilated and reasonably free from moisture or dust, of sufficient size to house and operate safely such transformers and other equipment that are to be furnished by Company. Customer will also furnish, without cost to Company, right-of-way over Customer's property for Company power line or other facilities necessary to service Customer. Where Customer is not the owner of the premises to be served, written consent of the owner will be furnished to the Company on a form provided for that purpose. If an outdoor substation is found necessary or desirable, Customer will furnish, without cost to Company, sufficient ground area to property install such equipment as may be required.


M. EXTENSIONS – PROPERTY OF COMPANY

All extensions made under these rules will at all times be and remain the property of the Company subject to the Terms of Section 7F.



Index #: 264
Schedule: ET&C
Replacing Schedule: ET&C
Territory: Company Wide

Index 265 Reserved for Future Use

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PARALLEL GENERATION RIDER - RENEWABLE

AVAILABILITY

Service is available under this Rider at points on the Company's existing electric distribution system for Customers operating *Distributed Energy Systems. Renewable Energy Resources.* The service is available to Customer-generators *as provided under K.S.A 66-1263* ~~on a first-come, first-served basis until the total rated generating capability of all interconnections served under this Rider and the Net Metering Rider equals or exceeds five percent of the Company's peak load for the previous calendar year. Upon reaching this limit, no additional service shall be available under this Rider.~~ This Rider shall not be available for any electric service schedule allowing for resale. A qualifying renewable parallel generation Customer-generator shall have the option of interconnecting renewable generation under the Company's Net Metering Rider. However, Customer-generators may not change between the net metering and parallel generation riders without the prior approval of the Company, and such elections shall not be for periods less than one year.

APPLICABILITY

This Rider is applicable to Customer-generators with a Company-approved interconnection agreement. This Rider is not applicable where the nameplate capability of the Customer's electrical generating system exceeds *the limits defined in K.S.A. 66-1, 184. twenty-five kilowatts for residential customers or 200 kilowatts for commercial customers.* ~~Interconnected generators must be appropriately sized to Customer's electrical load.~~

CHARACTER OF SERVICE

Alternating current, 60 cycles, at the voltage and phase of the Company's established secondary distribution system immediately adjacent to the service location.

BILLING AND PAYMENT

The Company shall render a bill for consumption at approximately 30-day intervals during the Company's normal billing process. Billing by the Company to the Customer shall be in accordance with the applicable rate schedule. For electrical energy delivered by the Customer to the Company *from the Distributed Energy System, the Company shall pay per kilowatt hour the Company's Avoided Cost of purchased energy as a credit to the Customer's electric bill. The Company will consider the Locational Marginal Price corresponding to the time the energy was delivered to the Company as the Avoided Cost of purchased energy. The Company will credit the Customer's bill on an annual basis no later than March for energy delivered to the Company for the preceding calendar year. In no case will the Company issue an invoice to the Customer for the energy exported to the Company by the customer's Distributed Energy System.*

PARALLEL GENERATION RIDER - RENEWABLE

~~from appropriately sized Renewable Energy Resources, the Company shall pay one hundred fifty percent (150%) of the Company's actual cost of purchased energy and fossil fuel burned in generation as calculated in the Energy Cost Adjustment (ECA) filing(s) for the period(s) in which energy was delivered to the Company. If Customer-generator's facility is larger than Customer-generator's load, the rate for electrical energy delivered by the Customer to the Company shall be determined in accordance with Exhibit A. At Company's discretion, such amounts shall be credited to Customer's account or paid at least annually.~~

APPROPRIATE SIZE

Company may refuse interconnection of any generating facility with a rated generating capacity greater than Customer's ~~expected load as defined in K.S.A. 66-1, 184 et seq.~~ **annual peak electric load.**

DEFINITIONS

Customer-generator:

The owner or operator of a qualified electric energy generation unit which:

- (a) Is powered by a **Distributed Energy System Renewable Energy Resource as defined by K.S.A. 66-1, 184** ~~Kansas state statutes (see definition below);~~
- (b) Is located on a premises owned, operated, leased, or otherwise controlled by the Customer-generator;
- (c) Is interconnected and operates in parallel phase and synchronization with the Company's system;
- (d) Meets all applicable safety, performance, interconnection, and reliability standards established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, the Federal Energy Regulatory Commission, and any local governing authorities; and
- (e) Contains a mechanism that automatically disables the unit and interrupts the flow of electricity back onto the Company's electric lines in the event that service to the Customer-generator is interrupted.

Each meter connected under this Rider defines a Customer-generator. A generator owned or operated by a Customer-generator cannot be connected in common with any other meter or be deemed to be for the purpose of serving the load connected to any other meter. To the extent that the Customer-generator controls the **Distributed Energy System Renewable Energy Resources** and meets the requirements and accepts all of the obligations of this Rider, the Customer-generator is not required to own the generating facilities.

PARALLEL GENERATION RIDER – RENEWABLE

Distributed Energy Systems: Renewable Energy Resources:

Distributed Energy System means any device or assembly of devices and supporting facilities that are capable of feeding excess electric power generated by a customer's energy producing system into the utility's system, such that all energy output and all other services will be fully consumed by the customer or the utility. Electrical energy produced from an energy resource or technologies defined as renewable in K.S.A. 66-1257, and amendments thereto, and energy produced from municipal or other solid waste and animal waste.

Peak load:

The one hour maximum annual demand imposed by the Company's retail load.

TERMS AND CONDITIONS

1. The Company will supply, own and maintain at its expense all necessary meters and associated equipment utilized for billing. In addition, and for purposes of monitoring Customer generation and load, the Company may install load research metering at its expense. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research. Such equipment shall be accessible at all times to utility personnel.
2. The Company shall have the right to require the Customer, at certain times and as electric operating conditions warrant, to limit the production of electrical energy from the generating facility to an amount no greater than the load at the Customer's facility of which the generating facility is a part.
3. The Customer shall furnish, install, operate and maintain in good order and repair without cost to the Company such relays, locks and seals, breakers, automatic synchronizers, disconnecting devices, and other control and protective devices as shall be designated by the Company as being required as suitable for the operation of the generator in parallel with the Company's system.
4. The Customer shall install and maintain a visible, manual disconnect switch. This manual switch must have the capability to be locked out by Company personnel to isolate the Company's facilities in the event of an electrical outage on the Company's transmission and distribution facilities serving the Customer. This isolating device shall also serve as a means of isolation for the Customer's equipment during any Customer maintenance activities, routine outages or emergencies. The Company shall give notice to the Customer before a manual switch is locked or an isolating device used, if possible; and otherwise shall give notice as soon as practicable after locking or isolating the Customer's facilities.

PARALLEL GENERATION RIDER – RENEWABLE

5. The Customer shall reimburse the Company for any equipment, facilities, protective equipment or upgrades required solely as a result of the installation by the Customer of generation in parallel with the Company's system.
6. The Customer shall notify the Company prior to the initial energizing and start-up testing of the **Customer's Distributed Energy System** ~~Customer-owned generator~~, and the Company shall have the right to perform **a Witness Test of the System prior to interconnection**. ~~have a representative present at said test.~~
7. If harmonics, voltage fluctuations, or other disruptive problems on the Company's system are directly attributable to the operation of the Customer's system, such problem(s) shall be corrected at the Customer's expense.
8. No Customer's generating system shall damage the Company's system or equipment or present an undue hazard to Company personnel. The Company shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a Customer-generator facility or for the acts or omissions of a Customer-generator that cause loss or injury, including death, to any third party. The Customer-generator agrees to hold the Company harmless from injury or property damage incurred by any person and arising out of the ownership, operation, maintenance, or use of Customer's electrical generation facility and to indemnify the Company against all liability and expense related thereto.
9. Prior to installing and interconnecting a Renewable Energy Resource the Customer shall enter into a standard interconnection contract with the Company setting forth the conditions related to technical and safety aspects of parallel generation.
10. Service under this Rider is subject to the Company's approved Distributed Resource Interconnection Tariff and Terms and Conditions and subsequent modifications thereto.
11. ~~The Customer-generator shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself and the characteristics of the system to which the interconnection is made.~~ For Renewable Energy Resource systems having a maximum nameplate generating capability of 10 kW or less, a Customer-generator whose system meets the standards specified in Company's approved Distributed Resource Interconnection Tariff shall not be required to install additional controls, perform or pay for additional tests or distribution equipment or purchase additional liability insurance other than such general liability insurance. For Renewable Energy Resource systems having a maximum nameplate generating capability of greater than 10 kW, the Company's approved Distributed Resource Interconnection Tariff shall: (1) Set forth safety, performance and reliability

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standards and insurance requirements; and (2) Establish the qualifications for exemption from a requirement to install additional controls, perform or pay for additional tests or distribution equipment or purchase additional liability insurance.

12. Applications by a Customer-generator for interconnection of the qualified generation unit to the distribution system shall be accompanied by the plan for the Customer-generator's electrical generating system, including, but not limited to, a wiring diagram and specifications for the generating unit, and shall be reviewed and responded to by the Company within 30 days after receipt for systems of 10 kilowatts or less and within 90 days after receipt for all other systems. Prior to the interconnection of the qualified generation unit to the Company's system, the Customer-generator shall furnish the Company a certification from a qualified professional electrician or engineer that the installation meets the requirements of Company's approved Distributed Resource Interconnection Tariff. If the application for interconnection is approved by the Company and the Customer-generator does not complete the interconnection within one year after receipt of notice of the approval, the approval shall expire and the Customer-generator shall be responsible for filing a new application. Upon the change in ownership of a qualified Renewable Energy Resource, the new Customer-generator shall be responsible for filing a new application under this section.

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PARALLEL GENERATION RIDER – RENEWABLE

EXHIBIT A**Calculation of Payment Rate for Over Sized Renewable Energy Generators**

$$\text{Over-Sized Generator Rate} = (((\text{AGC} \times 1.5) + (\text{EGC} \times 1.0)) / \text{RGC}) \times \text{AC}$$

Where: AGC (Appropriate Generator Capacity), which shall be, in order of preference: (1) Customer's measured annual peak load, (2) Company's estimate of Customer's annual peak load, or (3) 10 kW for residential customers.

EGC (Excess Generator Capacity) = RGC – AGC, but not less than zero.

RGC (Rated Generator Capacity) = Rated output capacity of Customer-generator's facility
AC (Actual Cost) = Actual cost of purchased energy and fossil fuel burned in generation as calculated in the Energy Cost Adjustment (ECA) filing(s) for the period(s) in which energy was delivered to the Company.

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