

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Company Wide

(Territory to which schedule is applicable)

Replacing Schedule ET&C Sheet ALL

which was filed February 14, 2003 October 19, 2011

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

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ELECTRIC TERMS AND CONDITIONS

These Terms and Conditions are part of the Electric Service Agreement between the Company and the Customer. Promulgated in compliance with Chapter 66 of the Kansas Statutes Annotated and lawful orders of The State Corporation Commission of the State of Kansas, they have the force and effect of law. They are subject to change from time to time, and upon filing with The State Corporation Commission of the State of Kansas, when approved by Company's Board of Directors in accordance with K.S.A. 66-104d, et seq. and become effective and binding as a matter of law without any further notice. There is intended to be no inconsistency between these Terms and Conditions and more specific provisions in the Rate Schedules. If there should appear to be any such inconsistency, the more specific provisions in the Rate Schedules will prevail. Copies of these Terms and Conditions may be reviewed or obtained by any Customer of the Company at the Company's principal places of business or website or at The State Corporation Commission of the State of Kansas where they have been filed of record.

SECTION 1 - DEFINITIONS

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

A. COMMISSION

The State Corporation Commission of Kansas, 1500 SW Arrowhead Road, Topeka, Kansas 66604-4027, or any successor of such Commission having jurisdiction over the Company's rates and service policies.

B. COMPANY

Midwest Energy, Inc., with its general office located at 1330 Canterbury Road Drive, Hays, Kansas 67601-0898, (telephone 785-625-3437 or 800-222-3121), which furnishes electric service under these Terms and Conditions.

C. CUSTOMER

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

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 206

SCHEDULE ET&C

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Includes newly constructed mobile home courts and apartment buildings. Renovated mobile home courts and apartment buildings are included when the renovation cost exceeds fifty percent (50%) or more of the value of the building or structure.

The term does not include:

- (1) Operations catering predominantly to transients such as hotels, motels, hospitals, rooming or boarding houses, recreational travel trailer parks, dormitories, rest homes, orphanages, and eleemosynary institutions;
- (2) Buildings and structures used essentially for general office, commercial, or industrial purposes; or
- (3) Buildings where apartments have been added or are added where such building is occupied by the building owner and was initially intended to be a single family dwelling.

I. POINT OF DELIVERY

The point where the Company supplied facilities physically connect to Customer supplied facilities, unless otherwise defined in the Electric Service Agreement.

J. RURAL

All areas not included in urban areas.

K. TEMPORARY SERVICE

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

L. TERMS AND CONDITIONS

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

M. URBAN

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

N. W SYSTEM

The area including Customers formerly served by Westar Energy prior to August 15, 2003.

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SECTION 2 - APPLICATION FOR SERVICE AND AGREEMENTS

A. APPLICATION BY CUSTOMER

- (1) Application for electric service will be made in writing by Customer to Company on the Company's standard Electric Service Agreement and Membership form, although the Customer may be connected based on an oral request. This Application becomes an Electric Service Agreement or contract when accepted in writing by the Company, or upon establishment of service. The Company may require a separate Electric Service Agreement for each class of service at the same or at each separate location.
- (2) Any residential Customer making application for electric service shall be required to provide:
 - (a) Name on account or person(s) responsible for payment of bills,
 - (b) Mailing address, and
 - (c) Proof of identification as further described in Section 3A.(1).
- (3) Any non-residential Customer making application for electric service shall be required to provide documentation evidencing:
 - (a) Business name and mailing address to be on the account,
 - (b) Name(s) of person(s) responsible for payment of bills, including one form of positive identification,
 - (c) Type of business, and
 - (d) Employer identification number issued by the Internal Revenue Service.

B. ADDITIONAL PROVISIONS

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

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C. RATES AND FEES

- (1) Rates for electric service will be those of the Company on file with approved by the Commission or Company's Board of Directors in accordance with K.S.A. 66-104d, et seq, subject to change from time to time as provided by law. Copies of the Rate Schedules currently in effect may be reviewed by any Customer at the Company's principal places of business, or at the Company's Internet site www.mwenergy.com, or at the Commission where they have been filed of record. When new rates or tariffs are implemented following a rate case, the Company will provide all customers with general information explaining the changes.
- (2) Fees charged for special services will be those of the Company on file with the Commission under Schedule SFS and subject to change from time to time. Additional charges will apply to the Temporary Service Fee or the Reconnection Charge when the services are provided outside of regular business hour (8:00 A.M. to 5:00 P.M., Monday through Friday). Consistent with Company labor agreements, the Company will charge 1.5 times the fee listed in schedule SFS for the services when provided outside of regular business hours except on Sundays and holidays (as defined in the Company's labor agreements) when the fee will be 2.0 times the listed fee. Customers will be notified by the Company if these additional charges apply.

D. TERM OF CONTRACT

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

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- (b) The Company may accept the written guarantee of any responsible party or obtain a letter of credit as surety for a residential customer service account.
- (c) For nonresidential customers, the Company may accept a surety bond, irrevocable letter of credit or other written guarantee from a responsible individual or company that will be responsible for paying the Customer's utility bill in the event of non payment.

B. CALCULATION AND PAYMENT OF SECURITY DEPOSIT OR SURETY BOND

- (1) For residential and small non residential customers, the amount of the cash security deposit or surety bond required will not exceed the amount of that Customer's projected average of two (2) months' bills. ~~If the Company is utilizing turn-around billing for the Customer, the cash deposit or surety bond will not exceed three (3) months' average bills.~~ If the Customer has been documented to have obtained electric service by tampering as defined in Section 3A.(2)(c) within the last five (5) years, an additional deposit based on one (1) month's average use may be assessed. The Company will inform the Customer of and permit payment of any required residential or small non residential customer's deposit in equal installments over a period of at least four (4) months. ~~when deposits are based on two (2) average months' usage and a period of at least six (6) months when deposits are based on three (3) average months' usage. An additional two (2) months will be given to Customers who have been assessed an additional deposit due to documented tampering.~~
- (2) For other than residential or small non residential customers, the cash deposit or surety bond will not exceed the amount of that Customer's projected largest two (2) months' bills ~~if the Customer is not on turn-around billing, or largest three (3) months' bills if the Customer is on turn-around billing.~~ If the Customer has been documented to have obtained electric service by tampering as defined in Section 3A.(2)(c) within the last five (5) years, an additional deposit based on one months' largest usage may be assessed. The security deposit of Customers other than residential or small non residential customers will be payable in full at the time of application or upon notice as provided in Section 3A.

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D. REFUND OF SECURITY DEPOSIT AND INTEREST

- (1) Upon termination of service, if the security deposit is not to be transferred, the Customer's deposit will be refunded, less any unpaid service bills, including simple interest at a rate not less than that provided by KSA 12-822 and amendments; provided that, Customer has paid all bills due the Company; has allowed the Company to remove its meters and equipment in an undamaged condition; and surrendered the Security Deposit Receipt. In case the Customer has lost the Security Deposit Receipt, the Company may require the Customer to sign a release form acknowledging the return of the security deposit with interest thereon. The Company may require the identification of the person to whom the Security Deposit is returned.
- (2) Security deposits taken from residential customers who make non-delinquent payments of undisputed bills for electric service for ten (10) of the last twelve (12) months with no undisputed bill unpaid after thirty (30) days beyond due date, will be either credited with simple interest to their utility bills or, if requested, refunded. The twelve month period will begin after the final security deposit payment has been billed. Deposits taken from small nonresidential customers shall be either credited with interest to their utility bills or, if requested, refunded, after twenty-four (24) months if the Customer has paid twenty (20) of the last twenty-four (24) bills on time and no undisputed bill was unpaid after thirty (30) days beyond the due date. The month(s) of a disputed bill(s) will be ignored in this calculation. The twenty-four (24) month period will begin after the final security deposit payment has been billed. Large nonresidential customer security deposits will be retained by the Company until termination of service. Large nonresidential customers will have their deposit requirements recalculated every three (3) years or when the non-cash security deposit expires. The maximum security deposit requirement shall be increased or decreased as appropriate for each customer. Customers may request that the Company recalculate their deposit at a shorter interval. The Company and/or Customer shall have thirty (30) days to correct the deposit on file. A deposit need not be returned until all undisputed amounts are paid.
- (3) Interest payments on residential or non-residential deposits will be credited to the Customer's bill or refunded at least once a year.

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- (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.
- (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 requirement arrangements with Midwest Energy to operate under rules approved by the Commission. 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. Such notice shall be provided to the Commission for review at least 30 days prior to mailing.
- (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.

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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;
 - (f) If appropriate, the fuel, power or energy cost adjustment in dollars per kilowatt hour (\$/kWh) 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 authorized by the Commission;
 - (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 or otherwise specifically regulated by the Commission. 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.

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E. METER READING FEE

In the event the Customer does not furnish a required meter reading for two (2) consecutive billing periods, the Company may read the meter and charge the Customer a Meter Reading Fee as filed in the Service Fees Rate Schedule (SFS).

F. 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 pursuant to estimating procedures approved by the Commission if the bill is rendered:


- (a) To Seasonal Customers, provided an appropriate Rate Schedule is on file with the Commission 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
- (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 pursuant to estimating procedures approved by the Commission 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 J in this 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).

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- (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 4.F 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 face of the bill by printing the full word "Estimated", that the bill 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) Fuel, power, or energy cost adjustments covering more than a one-month period will be based on the most recent ~~adjustment clause filed with the Commission~~ Energy Cost Adjustment (ECA) factor.

G. PRORATION

- (1) The Company may at its option, prorate its Energy Cost Adjustment (ECA). If the ECA is prorated, each ECA factor and estimated usage associated with that factor must be shown on the bill. The ECA 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) Connection or disconnection of service which causes the billing cycle to be outside the range of twenty-six (26) through thirty-six (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.

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with unpaid arrearages the opportunity to retain or restore electric 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 electric 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 and the telephone number of the Commission's Consumer Protection Office is given to the Customer, or ten days after a disconnection 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) above 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 diverted service shall be estimated based on the historic use by the Customer or at the residence.

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(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 fees or deposits 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. The Company will file a copy of the notice with the Commission.
- (b) Send one written notice mailed first class at least ten days prior to termination of service. Disconnect procedures excluding the ten-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

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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 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 installment payments over the next 11 months, ~~and~~

~~(vi) The telephone number of the Commission's Consumer Protection Office; and~~

(vii) Adopt and inform Customers about a third-party notification plan.

(5) Other Provisions

- (a) Security deposits made in conjunction with the CWR will 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-range 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 WR payment 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 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

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 Effective Bills Rendered On or After November 1, 2011
 Month Day Year
 By Ernest A. Lehman President
 Ernest A. Lehman Signature of Officer Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule ET&C Sheet ALL

Company Wide

(Territory to which schedule is applicable)

which was filed February 14, 2003 October 19, 2011

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SECTION 5 - DISCONTINUANCE OF SERVICE

A. COMPANY'S REFUSAL OR DISCONTINUANCE OF SERVICE

- (1) For the following reasons electric service may be refused or discontinued by the Company:
 - (a) When requested by the Customer;
 - (b) When the service is abandoned;
 - (c) Upon ten (10) days written notice, when Customer's electric service bill becomes delinquent, as provided in Section 4L., whether the bill is based on Customer's meter reading, Company's meter reading, or Company's estimate of consumption;
 - (d) Immediately, without notice required, when an unsafe or dangerous condition exists on the Customer's premises;
 - (e) Upon ten (10) days written notice, when the Customer fails to provide credit information, security deposit or guarantee as set forth in Section 3A., or has a previous undisputed and unpaid separate account for electric service with the Company;
 - (f) Upon the quicker of ten (10) days written notice or 48 hours after a personal or phone contact is made with the Customer of record and the telephone number of the Commission's Consumer Protection Office is given to him or her, when Customer is proved to have misrepresented his or her identity for the purpose of obtaining electric service;
 - (g) Upon ten (10) days written notice, when Customer refuses to grant Company personnel access, during normal working hours, to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance or replacement;
 - (h) Immediately, without notice required, when the Customer violates any rule of the Company that adversely affects the safety of the Customer or other persons, or the integrity of the Company's delivery system; or
 - (i) Immediately, without notice required, when Customer causes or permits unauthorized interference with, or tampering with, as defined in Section 3A.(2)(c), Company's service situated on or about the Customer's premises. However, if the Company has knowledge that persons other than the Customer's family are residing at the premises, the Company will give such persons a two (2) day written or twenty-four (24) hour oral notice prior to discontinuance.

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E. RESTORATION OF SERVICE

- (1) Upon the Customer's request, the Company will restore service promptly when the cause of discontinuance of service has been eliminated, all applicable restoration charges paid, and, if required, satisfactory credit arrangements have been made.
- (2) At all times, the Company will make every effort to restore service on the restoration day requested, and in any event, restoration will be made no later than the next business day following the day requested by the Customer.

F. REVIEW OF DISPUTES

- (1) When a Customer advises the Company, prior to the date of the proposed discontinuance of service, that all or any part of the billing as rendered is in dispute or that the Company's reasons for discontinuance are factually invalid, the Company will:
 - (a) Immediately record the date, time, and place the complaint is made;
 - (b) Postpone discontinuance until a full investigation is completed and the dispute is found to be invalid;
 - (c) Investigate the dispute promptly and completely; and
 - (d) Attempt to resolve the dispute informally and in a manner mutually satisfactory to both parties.
- (2) A Customer may advise the Company that a bill is in dispute in any reasonable manner such as by written notice, in person, or by a telephone call directed to the appropriate personnel of the Company.
- (3) The Company, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, personal meetings, formal or informal hearings, on site visits, or any other technique reasonably conducive to settlement of the dispute.
- (4) Initially, the Customer will have the burden of showing or establishing to the satisfaction of the Company that all or any part of the billing is erroneous or that the Company's reasons for discontinuance are factually invalid.
- (5) In the event that a dispute is not resolved to the satisfaction of the Customer, after full investigation, and the Company intends to proceed with discontinuance, the Company will advise the Customer of formal and informal procedures available before the Commission or Company's Management and Board of Directors. Provided proper notice has been given in accordance with these Terms and Conditions the Company may then discontinue the service.

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G. NOTICE OF ~~COMMISSION~~ COMPLAINT PROCEDURE

Once a year, the Company will provide each of its Customers a notice apprising them of the ~~Company's Commission's~~ Complaint Procedure including its role in settling complaints that have reached an impasse. ~~The notice should include the Commission's Consumer Protection Office's telephone number as well as a comment/complaint form concerning the Company's performance. The returned notices or copies of them will be sent to the Commission.~~

H. COLLECTION, DISCONNECTION, AND RECONNECTION CHARGES

- (1) If collection of an electric service bill is attempted at the Customer's premises, the Company will require a Collection Charge as filed in the Service Fee Rate Schedule (SFS).
- (2) Except when requested by the Customer, if electric service is disconnected for any of the reasons stated in Section 5A.(1) the Company will require a Disconnection Charge as filed in the Service Fees Rate Schedule (SFS).
- (3) Upon reconnection of electric service, except when disconnected pursuant to Customer's request, the Company will require a Reconnection Charge as filed in the Service Fees Rate Schedule (SFS).
- (4) Unless otherwise specified in the Electric Service Agreement, in the event a Customer orders a disconnection and a reconnection of service at the same premises within a twelve month period, the Company will collect, as a Reconnection Charge, the sum of such minimum bills as would have occurred during the period of disconnection, but in no event less than the Reconnection Charge filed in the Service Fees Rate Schedule.
- (5) In the event the combination of a landlord/property owner and tenant for a residential rental property orders a disconnection and a reconnection of service at the same premises within a twelve month period, the Company may collect from the landlord/property owner, as an additional charge, the greater of the sum of such minimum bills as would have occurred during the period of disconnection, the Reconnection Charge filed in the Service Fees Rate Schedule (SFS), or actual labor costs to disconnect and reconnect Service. At the landlord/property owner's request, Company shall enter into a landlord agreement with the landlord/property owner whereby service is automatically transferred to the landlord's name when a tenant vacates the premises.
- (6) Any Collection, Disconnection, or Reconnection Charges and all other utility charges due will be paid before service is restored. These charges are in addition to any deposit that may be required by the Company before service is restored.

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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.
- (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 capabilities* if it is determined that across-the-line motor *sharing 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.

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_____	President
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SECTION 7 - COMPANY'S SERVICE OBLIGATIONS

A. OVERHEAD SERVICE INSTALLATIONS

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

B. UNDERGROUND SERVICE INSTALLATIONS

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

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E. METER REGISTRATION INTERFERENCE

- (1) If interference with the proper registration of electric meters has been definitely established, outside installation of meters will be made at Customer's expense and in accordance with Company's applicable standards. Meter receptacle and meter will be furnished without charge by Company.
- (2) If interference with proper registration is not established, but if the Company, in pursuance of its plan to gradually transfer all electric meters from the inside to the outside of Customer's house or building, elects to change existing meter installations to outside type, it may be done but at the Company's expense.

F. MULTI-METERING INSTALLATIONS

- (1) The Company will eliminate, on a prospective basis, the practice of providing electric service to more than one Customer in a Multiple Residential Complex through a single metering point. Separate applications for electric service will be made and separate meters installed for each dwelling unit within a Multiple Residential Complex. The meters will be connected to one set of service wires, providing the service wires are of sufficient size to furnish an ample supply to all Customers. Customer's wiring will be so arranged as to permit the installation of Company's meters immediately adjacent to each other.
- (2) Through special permission of the Commission Company, a Multiple Residential Complex may be served through one meter where energy savings can be achieved through the use of energy systems that require master metering.
- (3) Where two or more existing Residential Customers living in separate homes are served through one meter, the respective Rate Schedules will be applicable by multiplying the customer charge by the number of dwelling units or the Company may require each of the services to have a separate meter.
- (4) Master-deduct metering installations in which downstream Customers receive electric service over facilities owned by other Customers may be prohibited by the Company on a prospective basis.

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G. COMPLIANCE WITH SAFETY REQUIREMENTS


Service entrance, switch boxes, service cabinets, switches, fuse blocks, meter bases or sockets, conduit, wiring, connections and other equipment and the installation thereof for the reception and control of electric energy delivered to Customer, will be in accordance with National Electric Safety Code and/or the National Electrical Code of types approved by the Company and will meet the requirements of the National Board of Fire Underwriters, and comply with the state and municipal codes insofar as they apply. In accordance with the ruling of the National Board of Fire Underwriters, meter service boxes, conduits and all wiring apparatus on Customer's premises will be permanently grounded for the Customer's protection.

H. METER SEALS

Seals will be placed on all meters or meter enclosures by Company and such seals will not be broken or disturbed by anyone other than authorized representatives of the Company.

I. METER ACCURACY AND TESTING

- (1) The accuracy and testing of Company's meters will be in accordance with these Terms and Conditions.
- (2) Whenever any test by the Company or by the Commission of a watt-hour meter, while in service or upon its removal from service, will show such meter to have an average error of more than two percent (2%) fast or two percent (2%) slow, the following provisions for the adjustment of the electric service bill will be observed:
 - (a) The error found will be considered for the purpose of these rules to have existed for not more than six (6) months preceding the test or for the time the meter has been in service at the location if less than six (6) months, or from the actual time the meter became damaged if such time can be positively determined and is less than six (6) months prior to the time of the test.
 - (b) If the meter is found to be faster than allowable, the Company will refund to the Customer concerned any overcharge caused thereby during the period of inaccuracy of the meter as defined above. The actual error of the meter and not the difference between the allowable error and the error of the meter as found will be used as the basis for calculating the refund.

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- (c) If the meter is found to under-register, the Company may render a bill to the Customer concerned for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as defined in the preceding paragraphs. Such action may be taken, however, only in cases where the bill for estimated inaccuracy amounts to one dollar (\$1.00) or more, and all such bills will be conditional upon the Company's not being at fault for allowing the inaccurate meter to remain in service. The Company will in no case render a bill for under-registration where a meter has been found to be slow, unless the particular meter has been tested in conformity with the provisions of this Section.
- (d) In the case of a non registering meter that has been read by the Company during the period of non registration, the Company will not render a bill for estimated consumption extending over more than twice the regular interval between readings.

J. DEMAND METERS

Whenever any tests, by the Company or the Commission, of a demand meter while in service or on its removal from service, shows such meter to be more than two percent (2%) in error, the provisions covering the adjustment of charges in the case of service watt-hour meters will be observed insofar as they are applicable. If the demand meter depends upon actuations from the watt-hour meter or its readings, the average error of the demand meter will be determined from the heavy load accuracy of the watt-hour meter in conjunction with the accuracy of the demand meter itself.

K. SPECIAL METER TESTS

In the event a Customer requests the Company to test a meter, the Customer will deposit with the Company a Meter Test Fee as filed in the Schedule of Service Fees (SFS). If the meter is found to be within the accuracy limits established, as referred to in paragraph I (2) of this Section, the entire Meter Test Fee will be retained in order to help defray the Company's expense in testing the meter. In all other cases, the Meter Test Fee will be refunded to the Customer.

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SECTION 10 - GENERAL CLAUSES

A. WAIVER

Waiver by the Company with respect to any default by a Customer in complying with the provisions of the Electric Service Agreement and these Terms and Conditions will not be deemed to be a waiver with respect to any other or subsequent default by such Customer.

B. LEGAL NOTICES BETWEEN CUSTOMER AND COMPANY

All notices addressed to the Company will be in writing and no telephone communication will be considered as proper notice unless otherwise specifically provided for in these Terms and Conditions.

C. AUTHORITY AND WAIVER

The requirements contained in these Terms and Conditions may be waived in individual cases by the Commission at Company's discretion upon written request by the Company Customer and a showing determination that compliance with the requirement would serve the interests of neither the Company nor the Customer. No representative, agent, or employee of the Company below the level of Vice President will otherwise have the authority to amend, modify, alter, or waive any of Company's Terms and Conditions or bind the Company by promises or representations, written or oral.

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