

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 1

Company Wide

(Territory to which schedule is applicable)

which was filed August 14, 2000 January 22, 2003

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

Sheet 1 of 4 Sheets

**NATURAL GAS TERMS AND CONDITIONS**

These Terms and Conditions are part of the Natural Gas 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. 66-104g, 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 place of business or website at The State Corporation Commission of the State of Kansas.

**SECTION 1 - DEFINITIONS**

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

A. BILL

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

B. CITY/TOWN

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

C. COMMISSION

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

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By	Signature of Officer		Title
	Gene Argo		President

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Company Wide

(Territory to which schedule is applicable)

Replacing Schedule NGT&C Sheet 2

which was filed August 14, 2000 January 22, 2003

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

Sheet 2 of 4 Sheets

**SECTION 1 - DEFINITIONS** (Continued)

D. 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), web site located at http://www.mwenergy.com/ or email address midwest@mwenergy.com, which furnishes natural gas service under these Terms and Conditions.

E. CUSTOMER

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

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

F. CUSTOMER-OWNED DISTRIBUTION NETWORK

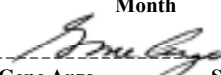
The Customer-owned lines located downstream from a Company-owned master meter. Such networks include, but are not limited to, institutional, educational and health care campuses, mobile home parks, military complexes, industrial facilities, commercial complexes, irrigation systems and oil and natural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

G. CUSTOMER'S PIPING

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

H. FRANCHISED AREA

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

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Gene Argo	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 3

Company Wide

(Territory to which schedule is applicable)

which was filed August 14, 2000 January 22, 2003

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

Sheet 3 of 4 Sheets

**SECTION 1 - DEFINITIONS** (Continued)

I. LINE

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

J. METER

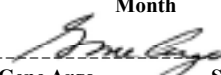
- (1) CHECK METER – A Company-owned meter that serves no billable load directly, but measures the total volume of gas flowing to one or more billable downstream meters served by a Company-owned distribution main.
- (2) MASTER METER – A Company-owned single meter servicing a Multiple Residential Complex,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

K. NATURAL GAS SERVICE AGREEMENT

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

L. POINT OF DELIVERY

- (1) For building wall meter settings, the point of delivery will be the outlet of the Company's meter.
- (2) For franchised area meters where there is a yard line downstream of the meter that is owned by the Company, the point of delivery will be a point approximately twelve (12) inches exterior to the building wall.
- (3) For franchised area meters where there is a yard line downstream of the meter that is not owned by the Company, the point of delivery will be at the outlet of the Company's meter.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Gene Argo	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Company Wide

(Territory to which schedule is applicable)

Replacing Schedule NGT&C Sheet 4

which was filed August 14, 2000 January 22, 2003

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

Sheet 4 of 4 Sheets

**SECTION 1 - DEFINITIONS** (Continued)

- (4) For non-franchised area meters on Company-owned distribution mains, the point of delivery will be the outlet of the Company's meter, which will be set at a location mutually agreed upon by the Company and the Customer.
- (5) For Customer-owned distribution networks served by a master meter, the point of delivery for all Customers on that network will be the outlet of the Company's master meter servicing that network.

M. RURAL

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

N. TERMS AND CONDITIONS

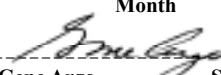
Inclusive phrase that herein or elsewhere in Company Rate Schedules, service agreements, contracts or other documents may be referred to as General Terms and Conditions, Natural Gas Terms and Conditions, Rules and Regulations, or Natural Gas Rules and Regulations, all of which govern the relationship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

O. TEMPORARY SERVICE

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

P. VILLAGE

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

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Gene Argo	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 1

Entire Company

(Territory to which schedule is applicable)

which was filed ~~January 22, 2003~~ December 21, 2011

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

Sheet 1 of 3 Sheets

**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 on file with the Commission, the Commission’s applicable General Orders,~~ 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, or General Orders of the Commission,~~ will act as a modification of the Natural Gas Service Agreement then in existence without further notice.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
By	Month	Day	Year
<u>Earnest Lehman</u>			
Earnest Lehman	Signature of Officer		President
			Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 2

Entire Company

(Territory to which schedule is applicable)

which was filed January 22, 2003 December 21, 2011

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

Sheet 2 of 3 Sheets

**SECTION 2 – APPLICATION FOR SERVICE AND AGREEMENTS (Continued)**

- (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 on file with 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 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. In addition, hereinafter additional charges may apply for special services provided outside of regular business hours. These additional charges will be for overtime labor and based on current Company labor agreements. Customers will be notified by the Company if these additional charges apply and the amount of the charges.

**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

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Earnest Lehman	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 3

Entire Company

(Territory to which schedule is applicable)

which was filed January 22, 2003 December 21, 2011

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

Sheet 3 of 3 Sheets

**SECTION 2 – APPLICATION FOR SERVICE AND AGREEMENTS (Continued)**

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; plus
- (b) A security deposit or deposits, if required and in accordance with these General Terms and Conditions.

(2) Refund to Customer

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

F. CHANGE IN OCCUPANCY

When a change of occupancy is to take place on any premises supplied with natural gas service by the Company, the outgoing Customer will give written or oral notice to the Company not less than seven (7) days prior to the date of change. (Sundays and legal holidays not included.) If the Company receives an oral connect or disconnect request, a record, utilizing a unique number and the Company employee's name or code, should be made of the request. The record should be retained for at least four months. The outgoing Customer will be held responsible for payment for all natural gas energy recorded by the meter until the requested time of termination. If no such notice is given, the outgoing Customer will be held responsible for natural gas energy recorded during the time in which the account continues to be in the Customer's name as shown by the records of the Company. Customer will not, by such notice, be relieved of any obligations already accrued under the Natural Gas Service Agreement.

G. RESELLING OR REDISTRIBUTING OF SERVICE

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

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By	<u>Ernest A. Lehman</u>		President
	Ernest Lehman	Signature of Officer	Title



MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 4

Company Wide

(Territory to which schedule is applicable)

which was filed January 22, 2003 December 21, 2011

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

Sheet 4 of 6 Sheets

**SECTION 3 – CREDIT AND SECURITY DEPOSIT REGULATIONS** (Continued)

- (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 natural gas service by tampering as defined in Section 3A.(2)(c) within the last five (5) years, an additional deposit based on one month’s average use may be assessed. The Company will inform the Customer of and permit payment of any required residential or small commercial 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 natural gas service by tampering as defined in Section 3A.(2)(c) within the last five (5) years, an additional deposit based on one month’s 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.
- (3) For purposes of establishing security deposits and projecting monthly bills, the Company will consider the length of time the Customer can reasonably be expected to take service, past consumption patterns, end use of service, and consumption patterns of other similar customers.
- (4) Security deposits will be non-transferable from one Customer to another; however, upon termination of the Customer’s service at the service address, the Company may transfer the

Issued \_\_\_\_\_  
 Month Day Year  
 Effective Upon Commission Approval  
 Month Day Year  
 By *Earnest Lehman* President  
 Earnest Lehman Signature of Officer Title



MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 6

Company Wide

(Territory to which schedule is applicable)

which was filed January 22, 2003 December 21, 2011

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

Sheet 6 of 6 Sheets

SECTION 3 – CREDIT AND SECURITY DEPOSIT REGULATIONS (Continued)

- (2) Security deposits taken from residential customers who make non-delinquent payments of undisputed bills for natural gas 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 and non-residential deposits will be credited to the Customer's bill or refunded at least once a year.

E. SECURITY DEPOSIT NOT A WAIVER

The fact that a security deposit or guarantee has been made will in no way relieve the Customer from complying with the Company's Terms and Conditions pertaining to payment of bills, nor will it constitute a waiver or modification of the regular practices of the Company providing for disconnection of service for non-payment of sums due the Company for service rendered.

Issued
Effective
By Earnest Lehman, President
Month, Day, Year
Upon Commission Approval
Signature of Officer, Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 4

Company Wide

(Territory to which schedule is applicable)

which was filed January 22, 2003 March 27, 2007

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

Sheet 4 of 16 Sheets

**SECTION 4 – BILLING AND PAYMENT** (Continued)

- (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.

**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

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By	<i>Earnest A. Lehman</i>		President
	Earnest A. Lehman	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 5

Company Wide

(Territory to which schedule is applicable)

which was filed January 22, 2003 March 27, 2007

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

Sheet 5 of 16 Sheets

**SECTION 4 – BILLING AND PAYMENT** (Continued)

- 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 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 **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.
- (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

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By	<i>Earnest A. Lehman</i>		President
	Earnest A. Lehman	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 7

Company Wide

(Territory to which schedule is applicable)

which was filed January 22, 2003 March 27, 2007

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

Sheet 7 of 16 Sheets

**SECTION 4 – BILLING AND PAYMENT** (Continued)

**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 available on file with the Commission 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 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).

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Earnest A. Lehman	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 8

Company Wide

(Territory to which schedule is applicable)

which was filed ~~January 22, 2003~~ March 27, 2007

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

Sheet 8 of 16 Sheets

**SECTION 4 – BILLING AND PAYMENT** (Continued)

- (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 adjustment clause filed with the Commission Gas Supply Cost Adjustment (GSCA) factor.

**G. PRORATION**

- (1) The Company may at its option, prorate its gas supply cost adjustment (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.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Ernest A. Lehman	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 13

Company Wide

(Territory to which schedule is applicable)

which was filed March 27, 2007 January 22, 2008

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

Sheet 13 of 16 Sheets

**SECTION 4 – BILLING AND PAYMENT** (Continued)

(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 (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;

Issued \_\_\_\_\_  
 Month Day Year  
 Effective \_\_\_\_\_  
 Month Day Year  
 By Earnest A. Lehman President  
 Earnest A. Lehman Signature of Officer Title



MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 14

Company Wide

(Territory to which schedule is applicable)

which was filed ~~November 20, 2003~~ March 27, 2007

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

Sheet 14 of 16 Sheets

**SECTION 4 – BILLING AND PAYMENT** (Continued)

(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 (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);

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Ernest A. Lehman	Signature of Officer	Title



MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 15

Company Wide

(Territory to which schedule is applicable)

which was filed March 27, 2007 January 22, 2008

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

Sheet 15 of 16 Sheets

**SECTION 4 – BILLING AND PAYMENT** (Continued)

- (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:~~
- ~~(vi) The telephone number of the Commission's Consumer Protection Office; and~~
- (vi) Adopt and inform Customers about a third-party notification plan.

(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.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Earnest A. Lehman	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 16

Company Wide

(Territory to which schedule is applicable)

which was filed November 20, 2003 March 27, 2007

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

Sheet 16 of 16 Sheets

**SECTION 4 – BILLING AND PAYMENT** (Continued)

N. 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 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.*

Issued \_\_\_\_\_  
 Month Day Year  
 Effective Upon Commission Approval  
 Month Day Year  
 By Earnest A. Lehman President  
 Earnest A. Lehman Signature of Officer Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 1

Company Wide

(Territory to which schedule is applicable)

which was filed January 22, 2003 July 11, 2006

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

Sheet 1 of 8 Sheets

**SECTION 5 – DISCONTINUANCE OF SERVICE**

**A. COMPANY’S REFUSAL OR DISCONTINUANCE OF SERVICE**

- (1) For the following reasons natural gas 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 natural gas 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 *or on a Customer-owned distribution network from which the Customer is served*;
  - (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 natural gas 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 natural gas 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.

Issued \_\_\_\_\_  
 Month Day Year  
 Effective Upon Commission Approval  
 Month Day Year  
 By *Ernest A. Lehman* President  
 Ernest Lehman Signature of Officer Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 6

Company Wide

(Territory to which schedule is applicable)

which was filed January 22, 2003 July 11, 2006

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

Sheet 6 of 8 Sheets

**SECTION 5 – DISCONTINUANCE OF SERVICE** (Continued)

**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 Company’s Management and Board of Directors. Provided proper notice has been given in accordance with these General Terms and Conditions the Company may then discontinue the service.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By	<i>Earnest A. Lehman</i>		President
	Earnest Lehman	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 7

Company Wide

(Territory to which schedule is applicable)

which was filed January 22, 2003 July 11, 2006

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

Sheet 7 of 8 Sheets

**SECTION 5 – DISCONTINUANCE OF SERVICE** (Continued)

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 a natural gas service bill is made at the Customer's premises, the Company will require a Collection Charge as filed in the Service Fees Rate Schedule (SFS).
- (2) Except when requested by the Customer, if natural gas 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 natural gas 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 Natural Gas 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 (SFS).
- (5) 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.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By	<i>Ernest A. Lehman</i>		President
	Ernest Lehman	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 2

Company Wide

(Territory to which schedule is applicable)

which was filed August 14, 2000 January 22, 2003

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

Sheet 2 of 4 Sheets

**SECTION 6 – CUSTOMER’S SERVICE OBLIGATIONS** (Continued)

(2) Inspection and Testing of Customer’s Facilities

Prior to the original connection of service to any specific location, Customer’s piping, appliances and appurtenances shall be inspected and approved by a city inspector or other such authorized person for the proper receipt and use of utility service. If a certificate of approval is required by local authorities, it shall be obtained by Customer at Customer’s expense. In the absence of an authorized person representing a governmental agency, the facilities will be inspected by a representative of Company. Such Company inspection shall not impose on Company any responsibility or liability for the safe condition of the facilities. After the commencement of service, 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.

C. DEFECTIVE CUSTOMER EQUIPMENT

In any case where Company discovers that a dangerous condition exists with regard to Customer’s appliances, equipment, or piping, or on a Customer-owned distribution network from which Customer is served, it may, without advance notice, shut off the service and immediately notify Customer. Service shall not be resumed until such dangerous condition has been eliminated. If Customer is aware that gas is escaping from any equipment or pipe in or about Customer’s premises, or in case of interruption of service, Customer shall notify Company at once.

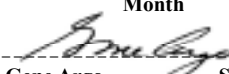
D. COMPANY EQUIPMENT ON CUSTOMER’S PREMISES

(1) Facilities on Customer’s Premises

If required, Customer shall furnish, without cost to Company, right-of-way for mains or other facilities necessary to serve Customer. Where Customer is not owner of the premises to be served, written consent of the owner shall be furnished to Company.

(2) Protection of Equipment on Customer’s Premises

All facilities owned and installed by Company at its own expense are the property of Company. If the meter or other equipment belonging to Company are damaged or destroyed due to negligence or misuse by Customer or by any member of Customer’s family, or by an agent, employee or other representative of Customer, then the cost of necessary repairs and/or replacements shall be paid by Customer.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Gene Argo	Signature of Officer	Title



MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 1

Company Wide

(Territory to which schedule is applicable)

which was filed August 14, 2000 January 22, 2003

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

Sheet 1 of 6 Sheets

**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 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.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By	Signature of Officer		Title
	Gene Argo		President



MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 3

Company Wide

(Territory to which schedule is applicable)

which was filed August 14, 2000 January 22, 2003

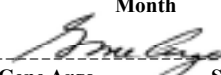
No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 3 of 6 Sheets

**SECTION 7 – COMPANY’S SERVICE OBLIGATIONS** (Continued)

**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.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Gene Argo	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 4

Company Wide

(Territory to which schedule is applicable)

which was filed August 14, 2000 January 22, 2003

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

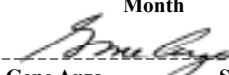
Sheet 4 of 6 Sheets

**SECTION 7 – COMPANY’S SERVICE OBLIGATIONS** (Continued)

- (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 of \$3.05 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.

Issued \_\_\_\_\_  
 Month Day Year  
 Effective Upon Commission Approval  
 Month Day Year  
 By  President  
 Gene Argo Signature of Officer Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Company Wide

(Territory to which schedule is applicable)

Replacing Schedule NGT&C Sheet 5

which was filed August 14, 2000 January 22, 2003

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

Sheet 5 of 6 Sheets

**SECTION 7 – COMPANY’S SERVICE OBLIGATIONS** (Continued)

(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 otherwise be obligated, beyond the requirements of the Commission’s Office of Pipeline Safety, to inspect Customer’s facilities beyond the point of delivery, 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.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By	Signature of Officer		Title
	Gene Argo		President

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Company Wide

(Territory to which schedule is applicable)

Replacing Schedule NGT&C Sheet 1

which was filed August 14, 2000 January 22, 2003

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

Sheet 1 of 3 Sheets

**SECTION 9 – METERING**

**A. SEPARATE METERING**

Where Company's Rate Schedules provide for separate metering of different classes of service, service and/or yard lines will be arranged so that each class of service can be metered separately.

**B. ADDED CAPACITY REQUIRING METERING CHANGES**

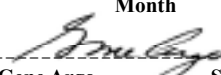
If heavy duty appliances or facilities that require added capacity for facilities supplying natural gas service, are to be installed on premises heretofore supplied with natural gas service by Company, additional natural gas capacity on Customer's side of Point of Delivery will be provided at Customer's expense and in accordance with Company's standards. Additional capacity by Company will be furnished pursuant to Sections 8A and/or 8B.

**C. RELOCATION OF METERS**

- (1) If Customers elect to change the location of meters for any reason the cost of such changes, including the cost of replacement or relocation of service and yard lines, will be borne by Customer and will be done in accordance with Company's standards.
- (2) If, in the normal course of providing service, Company desires Customer's meter relocated, such will be done at Company's expense.

**D. MULTI-METERING INSTALLATIONS**

- (1) The Company will eliminate, on a prospective basis, the practice of providing natural gas service to more than one Customer in a Multiple Residential Complex through a single metering point. Separate Applications for natural gas service will be made and separate meters installed for each dwelling unit within a Multiple Residential Complex. The meters will be connected to one service and/or yard line, provided the line is of sufficient size to furnish an ample supply to all Customers. Service and/or yard lines 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. For the purposes of this Section 9D(2) only, "master meter" shall mean a single meter serving a Multiple Residential Complex, and not those meanings ascribed in Sections 1J(3) and 1J(4).

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Gene Argo	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 3

Company Wide

(Territory to which schedule is applicable)

which was filed August 14, 2000 January 22, 2003

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

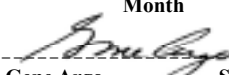
Sheet 3 of 3 Sheets

**SECTION 9 – METERING** (Continued)

- (2) Whenever any test by the Company ~~or by the Commission~~ of a natural gas 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 natural gas 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.
  - (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 9.
  - (d) In the case of a non registering meter which 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.

**I. 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 Service Fees Rate Schedule (SFS). If the meter is found to be within the accuracy limits established, as referred to in Section 9H(2), 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.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Gene Argo	Signature of Officer	Title

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule NGT&C Sheet 1

Company Wide

(Territory to which schedule is applicable)

which was filed August 14, 2000 January 22, 2003

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

Sheet 1 of 1 Sheets

**SECTION 10 – GENERAL CLAUSES**

A. WAIVER

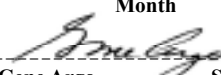
Waiver by the Company with respect to any default by a Customer in complying with the provisions of the Natural Gas Service Agreement and these Terms and Conditions will not be deemed to be a waiver with respect to any other or subsequent default by such Customer.

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.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Gene Argo	Signature of Officer	Title



MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule DTS Sheet 3-5

Company Wide

(Territory to which schedule is applicable)

which was filed January 22, 2003

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

Sheet 14 of 28 Sheets

**SECTION 15 - REQUIREMENTS AND RESPONSIBILITIES FOR DISTRIBUTION TRANSPORTATION SERVICE**

**A. CUSTOMER RESPONSIBILITY.**

1. In order for Customer to receive distribution transportation service, Customer must:
  - a. Select a Company qualified Agent to provide the Customer's natural gas. A list of Company qualified Agents and Transportation Affidavits can be attained from any Company office, from the Energy Transportation Management department located at Company's corporate office, or downloaded from Company's web page ([www.mwenergy.com](http://www.mwenergy.com));
  - b. Complete, execute, and submit to Company a Transportation Affidavit. Transportation Affidavits are due to the Company by the fifteenth (15<sup>th</sup>) working day of the month prior to the effective date of the affidavit.
  - c. Secure capacity with upstream pipeline(s) for delivery to Company's interconnection with upstream pipeline.
2. Customer selection of Distribution Transportation Service shall remain in effect for a minimum of twelve (12) months. This shall not prevent a Customer from switching Agents at shorter intervals. *Customer selection of system sales service shall remain in effect for a minimum of twelve (12) months prior to switching to Distribution Transportation Service.*
3. Customer may switch to or from Distribution Transportation Service or from one Agent to another Agent only at the beginning of Customer's billing period. If Customer switches from Distribution Transportation Service to system sales service *or if Customer switches from system sales service to Distribution Transportation Service* prior to the required twelve (12) month minimum, Customer will be billed at Company's penalty rate for commodities. Company's penalty rate will be calculated as Company's maximum daily cost of natural gas for the month plus thirty percent (30%) plus any additional upstream pipeline charges incurred.
4. **Payment.** Company may accept payment from Customer's Agent; however, the Customer shall continue to be responsible for payment of all Company charges in accordance with the Natural Gas Terms and Conditions set forth in Company's Tariff. In the event of any billing dispute, Company shall notify Customer directly and shall not be required to notify Customer's Agent.

Issued	Month	Day	Year
Effective	Upon Commission Approval		
	Month	Day	Year
By			President
	Earnest A. Lehman	Signature of Officer	Title